

File No.

Committee Item No.

Board Item No.

AGENDA PACKET CONTENTS LIST

Date January 25, 2018

Date February 6, 2018

[illegible]

X	
X	
X	

Resolution

Ordinance

Legislative Digest

Budget and Legislative Analyst Report

Youth Commission Report

Introduction Form

Department/Agency Cover Letter and/or Report

MOU

Grant Information Form

Grant Budget

Subcontract Budget

Contract/Agreement

Form 126 – Ethics Commission

Award Letter

Application

Public Correspondence

(Use back side if additional space is needed)

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Spatial Resolution

Specific Motion

Planning Department Resolutions

PowerPoint Presentation

1 [Real Property Agreement - California Department of General Services, California Military
2 Department - 100 Armory Drive - San Francisco Westside Recycled Water Project - \$2,000]

3 **Resolution approving and authorizing an agreement for conveyance and acceptance of**
4 **interests in real property from State of California Department of General Services**
5 **acting on behalf of the State of California Military Department consisting of easements**
6 **for subsurface tiebacks, access, and maintenance over real property located at 100**
7 **Armory Drive, for \$2,000 as part of the San Francisco Public Utilities Commission**
8 **Water System Improvement Program-Funded Project CUW30201, Westside Recycled**
9 **Water Project; and authorizing the General Manager of the San Francisco Public**
10 **Utilities Commission, or Director of Property to execute documents, make certain**
11 **modifications and take certain actions in furtherance of this Resolution, as defined**
12 **herein.**

13
14 WHEREAS, The San Francisco Public Utilities Commission ("SFPUC") developed and
15 approved Project CUW30201, Westside Recycled Water Project ("Project") under its Water
16 System Improvement Program ("WSIP") for the purpose of constructing a new recycled water
17 treatment facility, pump station, underground reservoir and associated pipelines that will
18 produce and deliver up to two million gallons per day of recycled water for irrigation, lake fill,
19 and other non-potable uses; and

20 WHEREAS, Pursuant to a Deed for ninety-nine years that was recorded on August 19,
21 1953, the State of California Department of General Services ("State") representing the State
22 of California Military Department, owns an estate for years in certain real property located at
23 100 Armory Street in the City and County of San Francisco ("Armory Property") and has
24 agreed to quitclaim certain easement interests under, over, and across the Armory Property
25 ("Easements") to the City and County of San Francisco ("City"), which will consist of (a) an

1 approximately 4,252 square foot portion of the Armory Property to allow City to construct
2 Project improvements, (b) an approximately 25,203 square foot portion of the Armory Property
3 to allow City to install and maintain subsurface tieback easements necessary for Project
4 construction, and (c) an approximately 1,857 square foot portion of the Armory Property to
5 allow City to perform maintenance in connection with the Project; and

6 WHEREAS, An Environmental Impact Report ("EIR") as required by the California
7 Environmental Quality Act ("CEQA") was prepared for the Project Department, File No.
8 2008.0091E; and

9 WHEREAS, On September 3, 2015, the San Francisco Planning Commission (a)
10 certified the FEIR for the Project by Motion M-19442; (b) adopted findings under CEQA,
11 including the adoption of a Mitigation Monitoring and Reporting Program ("MMRP") and a
12 statement of overriding considerations ("CEQA Findings") by Motion No. 19443; and (c)
13 found the Project consistent with the General Plan, and eight priority policies of Planning;
14 Section 101.1 ("General Plan Findings") by Motion No. 19444: copies of the motions are on
15 file with the Clerk of the City's Board of Supervisors ("Board") under File No. 171215, which
16 is incorporated herein by this reference; and

17 WHEREAS, By Resolution No. 15-0187 adopted as effective on September 8, 2015,
18 a copy of which is on file with the Clerk of the Board under File No. 171215, which is
19 incorporated herein by this reference, the SFPUC (a) adopted CEQA Findings, including a
20 statement of overriding conditions and a Mitigation Monitoring and Reporting Program
21 ("MMRP") required by CEQA; (b) approved the Project and (c) authorized the General
22 Manager of the SFPUC to implement the Project; and

23 WHEREAS, By Resolution No. 16-0049 adopted as effective as of March 8, 2016, a
24 copy of which is on file with the Clerk of the Board under File No. 171215, which is
25 incorporated herein by this reference, the SFPUC approved the proposed Agreement for

1 Conveyance and Acceptance of Real Property ("Agreement") whereby SFPUC will
2 purchase the Easements from the State; and

3 WHEREAS, The Project files, including the FEIR, PEIR, SFPUC Resolution No. 15-
4 0187, and SFPUC Resolution No. 16-0049 have been made available for review by the
5 Board and the public, and those files are considered part of the record before this Board;
6 and

7 WHEREAS, On July 30, 2015, an independent appraiser determined the fair market
8 value of the Easements to be \$2,000; and

9 WHEREAS, As additional consideration to the State, the SFPUC shall reimburse
10 applicable administrative costs to the State in an amount not to exceed \$15,000; and

11 WHEREAS, A copy of the proposed Agreement is on file with the Clerk of the Board
12 under File No. 171215, which is incorporated herein by this reference, and is considered
13 part of the record before this Board; now, therefore, be it

14 RESOLVED, That in accordance with the recommendations of the Public Utilities
15 Commission and the Director of Property, the Board hereby approves the Agreement and the
16 transaction contemplated thereby in substantially the form of such Agreement presented to
17 the Board; and, be it

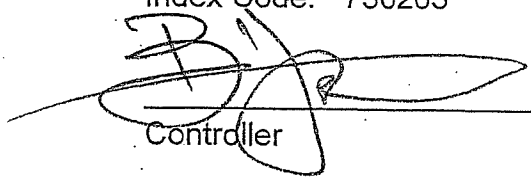
18 FURTHER RESOLVED, That the Board authorizes the Director of Property and/or
19 the General Manager of the SFPUC to enter into any additions, amendments, or other
20 modifications to the Agreement (including, without limitation, the attached exhibits) that the
21 Director of Property and/or the General Manager determines are in the best interest of the
22 City, do not materially increase the obligations or liabilities of the City, and are necessary or
23 advisable to complete the transaction contemplated in the Agreement and effectuate the
24 purpose and intent of this Resolution, such determination to be conclusively evidenced by
25

1 the execution and delivery by the Director of Property or the General Manager of the
2 Agreement and any additions or amendments thereto; and, be it

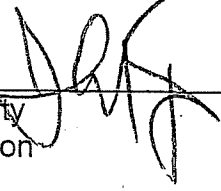
3 FURTHER RESOLVED, That the Director of Property and/or the General Manager
4 of the SFPUC is hereby authorized and urged, in the name and on behalf of the City and
5 County, to execute the Agreement with the State in accordance with the terms and
6 conditions of the Agreement, and to take any and all steps (including, but not limited to, the
7 execution and delivery of any and all certificates, agreements, notices, consents, escrow
8 instructions, closing documents and other instruments or documents) as the Director of
9 Property and/or the General Manager of the SFPUC deems necessary or appropriate
10 pursuant to the Agreement, or to otherwise effectuate the purpose and intent of this
11 Resolution, such determination to be conclusively evidenced by the execution and delivery
12 by the Director of Property and/or the General Manager of the SFPUC; and, be it

13 FURTHER RESOLVED, That upon execution of the Agreement, the San Francisco
14 Public Utilities Commission shall transmit to the Clerk of the Board a copy of the
15 Agreement, for inclusion in File No. 171215.

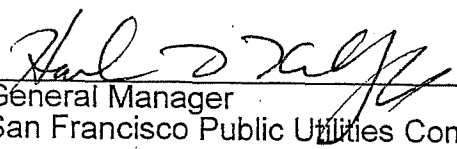
\$17,000.00 available
Index Code: 730263


Controller

RECOMMENDED:


Director of Property
Real Estate Division

RECOMMENDED:


General Manager
San Francisco Public Utilities Commission

AGREEMENT FOR CONVEYANCE AND ACCEPTANCE OF REAL PROPERTY

This AGREEMENT FOR CONVEYANCE AND ACCEPTANCE OF REAL PROPERTY (this "**Agreement**"), dated for reference purposes as _____, 2017 ("**Reference Date**"), is made by and between the STATE OF CALIFORNIA, acting by and through the Director of the DEPARTMENT OF GENERAL SERVICES, with the approval of the MILITARY DEPARTMENT, (collectively the "**State**"), and the CITY and COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), with reference to the following:

RECITALS

A. In accordance with that certain Deed For Ninety-Nine Years (as defined below), State owns certain property consisting of approximately ± 7.689 acres, and related improvements, located at 100 Armory Drive, San Francisco, County of San Francisco, State of California, with Assessor's Parcel Number(s) 7281-004, (collectively the "**Armory Property**").

B. On or about January 29, 1953, City granted the Armory Property to the State by way of a Deed For Ninety-Nine Years that was recorded in the Official Records of the City and County of San Francisco on August 19, 1953, in Book 6214, at Page 498 (the "**Deed For Ninety-Nine Years**").

C. In order for City to complete the development and construction of the Westside Recycled Water Project (the "**Project**"), City desires to purchase and accept the portion of the Armory Property legally described in and depicted on the attached Exhibit B (the "**Conveyance Property**"), and State desires to sell and convey to City the Conveyance Property, pursuant to a quitclaim deed in substantially the form attached as Exhibit A (the "**Quit Claim**").

D. In connection with City's planned development of the Conveyance Property, City also desires that State grant to City, and City desires to purchase and accept a permanent easement for subsurface tiebacks (the "**Tieback Easement**"), along with an easement for surface access and maintenance (the "**Maintenance Easement**"), over the portions of the Armory Property that are respectively legally described in, and depicted on, the attached Exhibit D and the attached Exhibit E. The parties contemplate that the Maintenance Easement and the Tieback Easement (sometimes collectively referred to in this Agreement as the "**Easement**") will be conveyed to City pursuant to an instrument in substantially the form attached as Exhibit C.

E. In connection with City's Project and the transactions contemplated herein, State and City have entered into a Right to Enter and Construct (the "**Right to Enter and Construct**") that authorizes City and its representatives to (1) gain access to the Conveyance Property and Easement property (collectively "**Property**") to undertake development and construction activities thereon, and (2) utilize the portion of the Armory Property legally described in, and depicted on the attached Exhibit F (the "**Staging Area**") for construction staging activities.

F. This Agreement contemplates that the Conveyance Property and the Easement is being sold by the State pursuant to the provisions Government Code section 14664 et seq., which among others, requires a 30-day Joint Legislative Budget Committee notice.

G. In connection with City's Project and the conveyances contemplated by this Agreement, City shall be solely responsible for compliance with all of its obligations under the California Environmental Quality Act ("CEQA").

H. The State shall not be responsible for providing, arranging, relocating, or constructing any utilities that may be required for City's Project.

I. The State shall not be responsible for any costs associated with City's planned utilization of the Conveyance Property or the portions of the Armory Property subject to the Easement, including City's costs necessary to comply with CEQA, due diligence, permits, utility costs, taxes, insurance, professional design and engineering services, and all other development expenses in connection with City's Project and the conveyances contemplated by this Agreement.

NOW THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants contained in this Agreement, the parties agree as follows:

AGREEMENT

1. **Purchase and Sale.** State agrees to sell and convey to City, and City agrees to purchase from State, the Conveyance Property and the Easement on the terms and subject to the conditions set forth in this Agreement. For the purpose of this Agreement, the first date on which the mutual execution and delivery of this Agreement is completed shall be referred to as the "Effective Date."
2. **Purchase Price and Administrative Costs.**
 - a. **Purchase Price.** The purchase price ("Purchase Price") for the Conveyance Property and the Easement shall be Two Thousand And No/100ths DOLLARS (\$2,000.00).
 - b. **Administrative Costs.** As additional consideration to the State, City shall reimburse applicable for State's administrative costs actually incurred in connection with its review of the proposed conveyance transactions contemplated by this Agreement (the "Administrative Costs"), in an amount not to exceed Fifteen Thousand Dollars (\$15,000). The Administrative Costs may include costs for time expended by State's employees and agents in project review/analysis, document preparation/coordination, confirmation of market value, and engineering review. City acknowledges that State's Department of General Services' ("DGS") assigned Transaction Review Unit's services are billed at a rate of \$130/hour and that other hourly rates may apply if support from other offices within the DGS is necessary. Payment of Administrative Costs will be dependent upon DGS providing an invoice for such costs, together with appropriate supporting documentation such as detailed accountings of the work hours expended and a description of the tasks completed in connection with the review of the proposed conveyance transactions contemplated by this Agreement.

3. **Payment of Purchase Price and Administrative Costs.** Before or concurrent with the execution and delivery by State of the Quit Claim and the Easement, City shall pay to State the Purchase Price and Administrative Costs in immediately available funds.
4. **Inspections and Studies/Costs.** For the period of time commencing on the Effective Date and ending at 5:00 p.m. (PST) on the thirtieth (30th) calendar day thereafter ("Contingency Period"), City may conduct any and all non-destructive inspections, investigations, tests, and studies (including, without limitation, investigations with regard to zoning, building codes, and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports, environmental testing and investigations ("City Tests") to determine if all needed entitlements can be procured in an acceptable form to support City's Project) with respect to the Property as City may elect to make or maintain. Nothing in this Agreement shall authorize any subsurface testing or drilling on the Property by City or its environmental consultants unless specifically approved in writing by State, which State may condition or deny at its sole and absolute discretion. The cost of any such inspections, tests, and/or studies shall be paid by City.
5. **Right to Enter; Indemnification.** During the Contingency Period, City and City's employees, agents, contractors, subcontractors, and consultants (collectively, "City's Representatives") shall have the right to enter upon the Property from City's adjacent property, at reasonable times during ordinary business hours, upon notice to State at least three (3) business days' prior to entry, to perform City Tests. When performing City Tests, City shall not unreasonably interfere with the operation of the Property or the Armory Property, and shall coordinate City Tests and related activities on the Property with State in advance to avoid any such interference. Following any City Tests, City shall promptly return any portions of the Property damaged or altered by City during any City Tests to substantially the same condition that existed prior to such City Tests. If City fails to promptly restore the Property in accordance with the preceding sentence, at State's sole and absolute discretion, State may restore the Property and all costs and expenses shall be paid promptly by City upon demand by State. If City desires to conduct invasive testing at the Property, City and State shall enter into State's invasive testing entry license to facilitate such testing. City shall indemnify, defend, and hold State, including its officers, agents, and employees, and the Property harmless from any and all claims, damages or liabilities (including liens) to the extent arising out of or resulting from the entry onto or activities upon the Property by City or City's Representatives. Prior to entry onto the Property by City or City's Representatives, City shall furnish State with a copy of City's or City's Representatives, as applicable, policy of commercial general liability insurance issued by a financially responsible insurance company (at least an A- VI rating in the most recent edition of *Best's Insurance Guide*), in form and substance acceptable to State and having limits of no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate and naming State its officers, agents, and employees as additional insured, covering City's entry onto the Property, and City's obligations under this Section.

6. **Condition and Inspection of Property.** Notwithstanding any other provision of this Agreement to the contrary, State makes no representation or warranty whatsoever regarding the Property or its physical condition, past use, suitability for City's intended use, or compliance with applicable laws (including, without limitation, laws governing environmental matters, zoning, and land use). The Property is sold AS-IS, WHERE-IS, WITH ALL FAULTS, AND THERE IS NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE CONVEYANCE PROPERTY AND EASEMENT PROPERTY. City hereby represents and warrants that City is relying solely upon City's due diligence, and prior to end of the Contingency Period will have conducted its own independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from State, including, without limitation, any and all matters concerning the condition, use, sale, development, or suitability for development of the Property. State would not sell the Property to City without the foregoing provision and the waiver and release contained in Section 8 (State's Representations and Warranties) hereof.
7. **Property Condition Waiver.** Effective on the date (the "**Recording Date**") on which the recording of the Quitclaim and the Easement in City's Recorder's Office is completed, City waives its right to recover from State, and its directors, officers, employees, and agents (collectively, "**State's Representatives**"), and hereby releases State and State's Representatives from, any and all damages, losses, liabilities, costs, or expenses whatsoever (including attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way arising out of or connected with (a) the physical condition of the Property, (b) the failure of the Property to comply with any applicable law or regulation, and (c) the environmental condition of the Property. The foregoing waiver and release shall exclude only those losses, liabilities, damages, costs or expenses, and claims therefor, arising from or attributable to (i) a material matter actually known to State (excluding constructive notice) and (A) not disclosed to City and (B) not discovered by City prior to the Recording Date, and (ii) any breach by State of its express representations or warranties under this Agreement. In connection with foregoing waiver and release, City expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

City's Initials

8. **State's Representations and Warranties.** In consideration of City entering into this Agreement, State makes the representations and warranties set forth in this Section. For the purpose of this Agreement, without creating any personal liability on behalf of such

individual, usage of "to State's actual knowledge," or words to such effect, shall mean the current actual, not imputed, knowledge of Sam Cooper, Department of General Services, Real Estate Services Division, Asset Management Branch, excluding constructive knowledge or duty of inquiry or investigation, existing as of the Effective Date. State's representations and warranties set forth in this Section shall survive the Recording Date for a period of six (6) months.

- a. **State's Authority.** To State's actual knowledge, as stated above in **Recital A**, State is the sole owner of fee title to the Property. State has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby in the execution, delivery, and performance of this Agreement. Furthermore, the execution and delivery of this Agreement has been duly authorized and no other action by State is required in order to make it a valid and binding contractual obligation of State.
- b. **No Prior Transfers.** To State's actual knowledge, State has not previously sold, transferred or conveyed the Property; or granted to any other person or entity any right or interest in all or any part of the Property and State has not entered into any executory contracts for the sale of all or any part of the Property (other than this Agreement), nor do there exist any rights of first refusal or options to purchase the Property, other than this Agreement.
- c. **Legal Actions.** To State's actual knowledge, there is no pending lawsuit, threatened suit, action, arbitration, legal, administrative, or other proceeding, or governmental investigation, which affects the Property.

9. **City's Representations and Warranties.** In consideration of State entering into this Agreement and as an inducement to State to sell the Conveyance Property and the Easement to City, City makes the following representations and warranties, each of which is material and is being relied upon by State (the continued truth and accuracy of which constitutes a condition precedent to State's obligations hereunder). For the purpose of this Agreement, without creating any personal liability on behalf of such individual, usage of "to City's actual knowledge," or words to such effect, shall mean the current actual, not imputed, knowledge of Brian Morelli, San Francisco Public Utilities Commission, excluding constructive knowledge or duty of inquiry or investigation, existing as of the Effective Date. City's representations and warranties set forth in this Section shall survive the Recording Date for a period of six (6) months.

- a. **City's Authority.** City has received all approvals required by City's Charter or other applicable law to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery, and performance of this Agreement and no other action by City is requisite to the valid and binding execution, delivery, and performance of this Agreement.
- b. **Conflicting Documents.** To City's actual knowledge, neither the execution and delivery of this Agreement, the Quitclaim, and the Easement, nor the occurrence of the obligations set forth in this Agreement, nor the consummation of the

transactions contemplated in this Agreement, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreement or instrument to which City is a party.

- c. **No Side Agreements or Representations.** City has entered into this Agreement based upon its rights and intentions to independently inspect the Property. In connection with the negotiation and entry into this Agreement, State has made no representation or warranty regarding the condition of the Property, its past use, or its suitability for City's intended use. City will be relying solely upon its own independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from State, including, without limitation, any and all matters concerning the condition, use, sale, development, or suitability of the Property.
 - d. **No Breaches.** To City's actual knowledge, this Agreement does not constitute a breach of the terms, conditions, restrictions, and reservations of those certain Deeds dated April 24, 1950 and January 29, 1953 and recorded May 24, 1950 at Book 5453, Page 277 and August 19, 1953 at Book 6214, Page 498 of Official Records of the County of San Francisco.
10. **Post-Closing Covenants Regarding Completion of Development and Reversion and Reconveyance.** In consideration of State entering into this Agreement and as an inducement to State to convey the Conveyance Property and Easement to City and City to have the Quitclaim and Easement concurrently recorded into Official Records of the County of San Francisco, within ten (10) days of receipt from State by overnight courier, in accordance with notice provisions herein, City and State hereby acknowledge and agree that the following covenants, conditions and restrictions set forth in this Section shall survive the date of recording with (the "Post Closing Covenants") and be binding upon City and State as follows:
- a. **Completion of Development.** City's planned development and construction of the Conveyance Property in connection with the Project shall be completed before the date ("Completion Date") that is Forty-eight (48) months following the Recording Date. Completion of City's planned development and construction of the Conveyance Property in connection with the Project shall be deemed satisfied upon City's final acceptance of the Project improvements. Unless the Completion Date is extended by mutual written agreement by City and the State, which extension shall not be unreasonably withheld, State shall have the power to terminate City's fee simple interest or otherwise in the Conveyance Property and reenter and take possession of the Conveyance Property if City fails to complete the Project on or before the Completion Date. In the event the Conveyance Property is to be reconveyed by City to State in accordance with terms of this Section, City agrees to take any and all steps necessary to effectuate the transfer of City's interest in the Conveyance Property back to State as provided in this

Agreement. City acknowledges and agrees that State's reversionary interests in the Conversion Property as set forth in this Section are intended by the parties to be, and shall be construed to be, powers of termination as defined in California Civil Code section 885.020.

- b. **Successors and Assigns.** The Post Closing Covenants shall be binding upon City and its successors and assigns and every successor in interest of any portion of, or interest in, the Conveyance Property. The Post Closing Covenants are for the benefit of State personally and the right to enforce the Post Closing Covenants shall be granted only to State.
- c. **Survival.** The Post Closing Covenants, which represent continuing obligations and duties of City, shall survive Recording Date and transfer of title to City and shall continue to be binding on the State and City in accordance with their terms.

11. **Notices.** All notices, demands, consents, requests, or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent electronic mail to the address set forth below (provided that, notices given by email shall not be effective unless the sending party delivers the notice also by one other method permitted under this Section); (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered, or certified mail, postage prepaid; with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) business day after the notice has been deposited with either Golden State Overnight, FedEx or United Parcel Service to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

TO STATE:

Sam Cooper – Asset Management Branch
Real Property Services Section
Department of General Services, State of California
707 Third Street, 5th Floor MS-501
West Sacramento, CA 95605
Sam.Cooper@DGS.CA.GOV

WITH COPIES TO:

CPT ALLISON HSIEH
Bldg. 950 Camp Parks RFTA
DUBLIN, CA 94568

Alex Holtz, Esq. – Office of Legal Services
Department of General Services – State of California
707 Third Street, 7th Floor
West Sacramento, CA 95605
Facsimile: (916) 376-5088

TO CITY:

City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attention: Real Estate Division

WITH COPIES TO:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Pl.
San Francisco, CA 94012
Attention: Richard Handel, Deputy City Attorney

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section, and that any person to be given notice actually receives such notice. Any notice to a party that is required to be given to multiple addresses shall only be deemed to have been delivered when all of the notices to that party have been delivered pursuant to this Section. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this Section by delivering to the other party written notice in the manner set forth above.

12. Assignment. City shall not assign its right, title, or interest in this Agreement to any other party without State's prior written consent, which determination may be withheld at State's sole and absolute discretion.

13. Miscellaneous.

- a. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- b. **Waivers.** No waiver of any breach of any covenant or provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.
- c. **Survival.** All of City's and State's warranties, indemnities, representations, covenants, obligations, undertakings and agreements contained in this Agreement shall survive the Recording Date, and the execution and delivery of this Agreement and of any and all documents or instruments delivered in connection herewith; and no warranty, indemnity, covenant, obligation, undertaking or agreement herein shall be deemed to merge with the Quitclaim or the Easement.
- d. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the grantees, transferees, successors, and permitted assigns of the parties to this Agreement.
- e. **Entire Agreement.** This Agreement (including all attached Recitals and Exhibits), is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm, or corporation other than the parties hereto.
- f. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of principal and agent, a partnership, joint venture, or any other association between City and State.
- g. **Construction/Exhibits.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.
- h. **Governing Law.** The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

- i. **Days of Week.** A "business day," as used herein, shall mean any day other than a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code. If any date for performance herein falls on a day other than a business day, the time for such performance shall be extended to 5:00 p.m. on the next business day.
- j. **Possession of Property.** Immediately following the Recording Date, City shall be entitled to the possession of the Conveyance Property and the portions of the Property subject to the Easement.
- k. **Counterparts and Photocopies.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this document and shall have the same effect as copies executed and delivered with original signatures.
- l. **Nondiscrimination.** In the performance of this Agreement, State shall not discriminate against any employee, subcontractor, applicant for employment with District, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- m. **Exhibits.** The following Exhibits are attached to this Agreement and incorporated by reference herein.

- Exhibit A:** Form of Quit Claim Deed
- Exhibit B:** Description and Map of Conveyance Property
- Exhibit C:** Form of Easement
- Exhibit D:** Description and Map of Maintenance Easement
- Exhibit E:** Description and Map of Tieback Area
- Exhibit F:** Map of Staging Area

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

THE STATE OF CALIFORNIA,
Department of General Services
Daniel C. Kim, Director

By: _____
Michael P. Butler, Chief
Real Property Services Section

Date: _____

Approved:

Military Department

By: _____
Thomas Clarke
CW4 CA ARNG
Chief, Procurement Branch

Date: _____

CITY AND COUNTY OF SAN FRANCISCO

By: _____
John Updike
Director of Property

Date: _____

Approved as to Form:

By: _____
Richard Handel
Deputy City Attorney

Date: _____

EXHIBIT A

Form of Quitclaim Deed

RECORDING REQUESTED BY

State of California - Official Business
Department of General Services

Document entitled to free recordation
Pursuant to Gov't. Code Sec. 6103

WHEN RECORDED MAIL TO:

Director of Property
Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102

WITH A COPY TO:

State of California - Official Business
Department of General Services
707 3rd Street, MS-501
West Sacramento, CA 95605
Attention: Mike Butler

AGENCY:	Military Department
PROJECT:	Westside Recycled Water Project
FILE:	TR12015
FISCAL:	DGS000000134695

San Francisco County APN: 7281-004 (portion)
100 Armory Drive, San Francisco

(Allow space for Recorder's Use Only)

QUITCLAIM DEED

The State of California, acting by and through its Department of General Services, with the approval of the California Military Department, (the "STATE"), does hereby relinquish, abandon, abrogate, transfer, release, remise and quitclaim to the CITY and COUNTY OF SAN FRANCISCO, a consolidated public body, corporate and politic (the "CITY"), all of the STATE's right, title and interest in and to that certain real property situated in the City and County of San Francisco, State of California, described in Exhibit A and depicted on Exhibit B attached hereto and by this reference incorporated herein (collectively, the "Conveyance Property").

This Quitclaim Deed is made subject to those conditions, restrictions and reservations in those Deeds recorded May 24, 1950 at Book 5453 and Page 277 and August 19, 1953 at Book 6214 and Page 498 Official Records of City and County of San Francisco.

This Quitclaim Deed is made pursuant to that certain Agreement for Conveyance and Acceptance of Real Property for the Conveyance Property by and between STATE and CITY dated for reference purposes only as _____, 2017, (the "Agreement"). All capitalized terms used in this Quitclaim Deed shall have the meaning ascribed to them in the Agreement unless indicated to the contrary herein.

STATE and CITY agree as follows:

I

[Quitclaim Deed-Portion of SF Armory 7.10.17]

A-1

Conveyance Agreement-Portion of SF Armory
City and County of San Francisco (8-27-17)

EXHIBIT A

1. Post-Closing Covenants Regarding Completion of Development and Reversion and Reconveyance. In consideration of STATE entering into the Agreement and as an inducement to STATE to convey the Conveyance Property to CITY, CITY and STATE hereby acknowledge and agree that the following covenants, conditions and restrictions set forth in this Section shall survive the Close of Escrow (the "Post Closing Covenants") and be binding upon CITY and STATE as follows:

a. Completion of Development. CITY's planned development and construction of the Conveyance Property in connection with the Project shall be completed before the date ("Completion Date") that is Thirty-six (36) months following the Recording Date. Completion of CITY's planned development and construction of the Conveyance Property in connection with the Project shall be deemed satisfied upon CITY's final acceptance of the Project improvements. Unless the Completion Date is extended by mutual written agreement by CITY and the STATE, which extension shall not be unreasonably withheld, STATE shall have the power to terminate CITY's fee simple interest or otherwise in the Conveyance Property and reenter and take possession of the Conveyance Property if CITY fails to complete the Project on or before the Completion Date. In the event the Conveyance Property is to be reconveyed by CITY to STATE in accordance with terms of this Section, CITY agrees to take any and all steps necessary to effectuate the transfer of CITY's interest in the Conveyance Property back to STATE as provided in the Agreement. CITY acknowledges and agrees that STATE's reversionary interests in the Conveyance Property and Easement as set forth in this Section are intended by the parties to be, and shall be construed to be, powers of termination as defined in California Civil Code section §85.020.

2. Successors and Assigns. All obligations of CITY under this Quitclaim Deed (and all of the terms, covenants and conditions of this Quitclaim Deed) shall be binding upon CITY, its successors and assigns and every successor in interest of the Conveyance Property or any portion thereof or any interest therein, for the benefit and in favor of STATE, its successors and assigns.

a. This Quitclaim Deed shall not merge with any other agreement between the STATE and the CITY.

EXHIBIT A

SAID CONVEYANCE PROPERTY IS CONVEYED SUBJECT TO all liens, encumbrances, easements, covenants, conditions and restrictions of record.

IN WITNESS WHEREOF, STATE has caused this instrument to be executed as of the date hereinafter written.

DATED: _____, 2017

STATE:

The State of California,
Department of General Services
Daniel C. Kim, Director

By: _____
Michael P. Butler, Chief
Real Property Services Section

Approved:

California Military Department

By: _____
Thomas Clarke
CW4 CA ARNG
Chief, Procurement Branch

3

[Quitclaim Deed-Portion of SF Armory 7.10.17]

A-3

EXHIBIT B

Legal Description and Plat of Conveyance Property

February 13, 2015

Exhibit "A"
LEGAL DESCRIPTION
Conveyance Property

All that real property situate in the City and County of San Francisco, State of California, being a portion of that certain landscape easement described in that deed recorded June 20, 1990 in Reel F150 Official Records Image 625, Records of the City and County of San Francisco, and being more particularly described as follows:

BEGINNING at the westerly corner of said landscape easement, said westerly corner being also the westerly corner of that parcel of land described in deed to State of California recorded August 19, 1953 in Book 6214 of Official Records, Page 498, Records of City and County of San Francisco, State of California;

thence North $19^{\circ}18'44.3''$ East, 170.11 feet along the westerly line of said landscape easement;

thence South $67^{\circ}37'31.6''$ East, 22.90 feet;

thence South $19^{\circ}11'44.5''$ West, 144.92 feet;

thence South $43^{\circ}33'20.1''$ East, 39.18 feet;

thence North $76^{\circ}41'15.7''$ West, 58.35 feet to the **POINT OF BEGINNING**.

Containing 4,252 square feet, more or less.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

Tony E. Durkee
Tony E. Durkee, PLS5773, Exp. 06/30/2016



END OF DESCRIPTION

Page 1 of 1

B-1

EXHIBIT B

City and County of San Francisco
Public Utilities Commission
Real Estate Services

City and County of San Francisco
Building Easement.dwg 02/13/2015



5

B-2

EXHIBIT C

Form of Easement

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

WHEN RECORDED MAIL TO:

Director of Property
Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102

The undersigned hereby declares this instrument to be exempt from
Recording Fees (Govt. Code § 27383) and Documentary Transfer Tax (Rev.
& Tax. Code § 11922).

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT AND GRANT OF EASEMENT

SUBSURFACE TIEBACKS AND MAINTENANCE ACCESS

AGENCY: Military Department

PROJECT: Westside Recycled Water Project

FILE: TR12015

FISCAL: DGS000000134695

San Francisco County APN: 7281-004 (portion) — 100 Armory Drive, San Francisco

THIS AGREEMENT AND GRANT OF EASEMENT ("Agreement") is made and entered into this _____ day of _____, 2017, by and between the STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF GENERAL SERVICES ("DGS") on behalf of the CALIFORNIA MILITARY DEPARTMENT ("CMD"), (hereinafter collectively referred to as "STATE") on one hand, and the CITY AND COUNTY OF SAN FRANCISCO, a consolidated public body, corporate and politic, on the other hand ("CITY"). The STATE and CITY are collectively referred to as the "PARTIES". Capitalized terms used in this Agreement shall have the meanings ascribed to them by the section in which such term is first defined. This Agreement includes all exhibits attached hereto.

RECITALS

- A. STATE is the owner of certain property consisting of approximately ± 7.689 acres, and related improvements, located at 100 Armory Drive, San Francisco, County of San Francisco, State of California, with Assessor's Parcel Number 7281-004 (collectively the "Servient Parcel").
- B. CITY is the owner of certain property and related improvements, located at 3500 Great Highway, San Francisco, County of San Francisco, State of California, with Assessor's Parcel Number 7281-007 (the "Dominant Parcel").
- C. In order for CITY to complete the development and construction of the Westside Recycled Water Project (the "Project"), STATE quitclaimed a portion of the Servient Parcel to CITY, recorded on even date herewith (the "Conveyance Property") and CITY intends to develop and construct improvements on the Conveyance Property in connection with the Project.
- D. To carry out CITY's planned development of the Conveyance Property in connection with the Project, CITY requires an easement for subsurface tiebacks, as well as an easement for access and maintenance over a portion of the Servient Parcel.

EXHIBIT C

E. STATE and CITY entered into this Agreement for the purpose of CITY receiving the easements for the purposes described below in this Agreement in that portion of the Servient Parcel referred to in this Agreement as the "Maintenance Easement" as more particularly described and depicted on the attached Exhibits A and B, along with an easement on, under, and across the "Subsurface Tieback Area" as more particularly described and depicted on the attached Exhibits C and D.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants contained in this Agreement, the PARTIES agree as follows:

Pursuant to the provisions of Section 14666 of the Government Code of the State of California, STATE, hereby grants unto CITY, its successors and assigns forever, a non-exclusive easement benefitting and appurtenant to the Dominant Parcel to use the Subsurface Tieback Area to install, locate, relocate, construct, reconstruct, alter, use, maintain, inspect, repair, and abandon in place subsurface tie-backs, at such locations and elevations greater than twenty five (25) feet below any structure, necessary for CITY's development, along with the Maintenance Easement for the purposes of construction staging, surface inspection of earth support structures, and access to and maintenance of the Conveyance Property in connection with the Project in, upon, over, on, under, and across the Servient Parcel (the "Permitted Uses"), to carry out the Permitted Uses. CITY shall make reasonable efforts to avoid unreasonable interference with, or unreasonable burdening of, the Servient Parcel or STATE's use thereof.

The benefits and burdens of the Agreement will benefit and burden the Dominant Parcel and the Servient Parcel and run with the land in accordance with California Civil code sections 1460-1471. Each covenant of either party to this Agreement to do or refrain from doing some act stated in this Agreement is expressly for the benefit of the land of the other party to this Agreement that is described in this Agreement. The successive owners of each of those properties owned by either party are bound by this Agreement for the benefit of the other property. Each covenant runs with both the land owned by or granted to the STATE and the land owned or granted to the CITY and will benefit or be binding on each successive owner, during his, her, or its ownership, of any portion of the land affected by this Agreement and on each person having any interest in it derived through any owner thereof. This Agreement shall be recorded on even date with the Quit Claim of the Conveyance Property in the Official Records of the City and County of San Francisco.

The Easements granted herein are subject to the terms, conditions, limitations, and covenants, consisting of one (1) page on the attached Exhibit E, which shall run with the Easements granted herein, and the CITY, successors and assigns, by acceptance of these Easements, agrees to abide by, perform and observe each and all of said terms, limitations, conditions, and covenants set forth therein.

The attached Exhibits A, B, C, D, and E are hereby made a part of and incorporated into this Agreement.

EXHIBIT C

IN WITNESS WHEREOF, STATE has caused its named to be affixed hereto and this instrument to be executed by its duly authorized officer.

STATE
STATE OF CALIFORNIA
Department of General Services
Daniel C. Kim, Director

By: _____
Michael P. Butler, Chief
Real Property Services Section

Date: _____

Approved:
California Military Department

By: _____
Thomas Clarke
CW4 CA ARNG
Chief, Procurement Branch

Date: _____

CITY
CITY AND COUNTY OF SAN FRANCISCO
a consolidated public body, corporate and politic

By: _____
John Updike
Director of Property

Date: _____

Approved as to Form:

By: _____
Richard Handel
Deputy City Attorney

Date: _____

Mail Tax Statements to the Name and Address Stated Above

EXHIBIT C

EXHIBIT E

This Agreement and the Easement granted herein is subject to the following terms and conditions:

1. This Grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims that may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.

2. CITY waives all claim against STATE, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, except those arising out of the sole negligence or intentional misconduct of STATE, its officers, agents, and employees, and CITY agrees to protect, save harmless, indemnify, and defend STATE, its officers, agents and employees from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability which may be suffered or incurred by STATE, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by CITY of the rights hereby granted, except to the extent of those arising out of the sole negligence or intentional misconduct of STATE, its officers, agents and employees.

3. STATE reserves the right to use said real property in any manner, provided such use does not materially interfere with CITY's rights hereunder.

4. STATE reserves the right to require CITY, at STATE expense, to remove and relocate all improvements placed by CITY upon said real property, upon determination by STATE that the same interfere with future development of State's property. In the event of such removal or relocation, CITY shall forthwith, upon service of written demand and written confirmation of the new easement location, deliver to STATE a Quitclaim Deed, to its right, title and interest hereunder. Should CITY fail or refuse to deliver said Quitclaim Deed, STATE may record, in the Recorder's Office of the County in which said real property is located, a written notice reciting said failure, and such recordation shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence of such termination against CITY. Within 180 days after STATE's written notice and demand for removal and relocation of the improvements, CITY shall remove and relocate the improvements to a feasible location on the property of STATE, as designated by STATE, and STATE shall furnish CITY with an easement in such new location, on the same terms and conditions as herein stated, all without cost to CITY, and CITY thereupon shall re-convey to STATE the easement herein granted.

5. This Easement shall terminate in the event CITY fails for a continuous period of thirty-six (36) months to use this Easement for the purposes herein granted. Upon such termination, CITY shall forthwith upon service of written demand, deliver to STATE, at no cost to STATE, a Quitclaim Deed, to its right, title and interest hereunder. Should CITY fail or refuse to deliver said Quitclaim Deed, STATE may record, in the Recorder's Office of the County in which said real property is located, a written notice reciting said failure, and such recordation shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence of such termination against CITY. CITY shall, upon STATE request, without cost to STATE, and within ninety (90) days from said STATE request, remove all property placed by or for CITY upon said real property and restore said premises as nearly as possible to the same condition as they were in prior to the execution of this Easement. In the event CITY should fail to restore said premises in accordance with such request, STATE may do so at the risk of CITY, and all costs of such removal and restoration shall be paid by CITY upon demand.

6. In performing any work, including any excavation, on said real property of STATE, CITY shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were immediately prior to commencement of CITY's activities pursuant to this Easement as is practicable.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT D

Description and Map of Tieback Easement

June 27, 2016

Exhibit "A"
LEGAL DESCRIPTION
Tieback Easement

All that real property situate in the City and County of San Francisco, State of California, being a portion of that certain Parcel described in that deed recorded August 19, 1953 in Vol. 6214 Official Records Page 498, Records of the City and County of San Francisco, and being more particularly described as follows:

BEGINNING at the westerly corner of said parcel;
thence North $19^{\circ}18'44.3''$ East, 170.11 feet along the westerly line of said parcel to the **TRUE POINT OF BEGINNING**;
thence South $67^{\circ}37'31.6''$ East, 22.90 feet;
thence South $19^{\circ}11'44.5''$ West, 144.92 feet;
thence South $43^{\circ}33'20.1''$ East, 39.18 feet;
thence South $76^{\circ}41'15.7''$ East, 52.51 feet;
thence North $46^{\circ}26'39.9''$ East, 61.30 feet;
thence North $43^{\circ}33'20.1''$ West, 33.97 feet;
thence North $46^{\circ}26'39.9''$ East, 11.08 feet;
thence North $19^{\circ}11'44.5''$ East, 168.85 feet;
thence North $70^{\circ}48'15.5''$ West, 112.68 feet;
thence South $19^{\circ}18'44.3''$ West, 90.00 feet to the **TRUE POINT OF BEGINNING**.

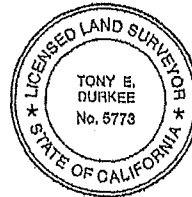
Containing 25,203 square feet, more or less.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

Tony E. Durkee

Tony E. Durkee, PLS5773, Exp. 06/30/2016



END OF DESCRIPTION

D-1

D-2

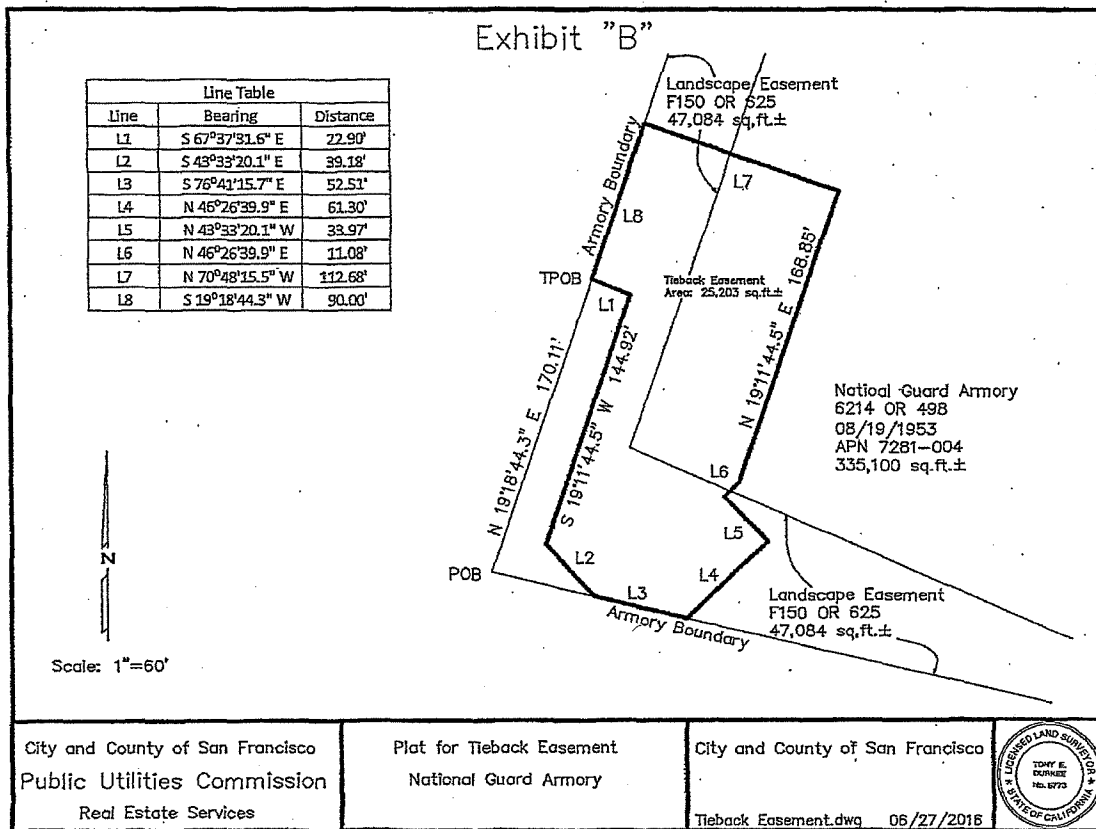


EXHIBIT E

Description and Map of Maintenance Easement

February 13, 2015

Exhibit "A"
LEGAL DESCRIPTION
Maintenance Easement

All that real property situate in the City and County of San Francisco, State of California, being a portion of that certain landscape easement described in that deed recorded June 20, 1990 in Reel F150 Official Records Image 625, Records of the City and County of San Francisco, and being more particularly described as follows:

BEGINNING at the westerly corner of said landscape easement, said westerly corner being also the westerly corner of that parcel of land described in deed to State of California recorded August 19, 1953 in Book 6214 of Official Records, Page 498, Records of City and County of San Francisco, State of California;

thence southeasterly along the southerly line of said landscape easement South $76^{\circ}41'15.7''$ East, 58.35 feet to the **TRUE POINT OF BEGINNING**;

thence North $43^{\circ}33'20.1''$ West, 39.18 feet;

thence North $19^{\circ}11'44.5''$ East, 144.92 feet;

thence South $67^{\circ}37'31.6''$ East, 10.52 feet to the face of an existing concrete retaining wall;

thence continuing southerly along said wall the following bearings and distances;

thence South $19^{\circ}25'26.5''$ West, 94.05 feet;

thence South $69^{\circ}42'41.6''$ East, 5.14 feet;

thence South $18^{\circ}22'14.3''$ West, 27.98 feet;

thence South $46^{\circ}36'56.5''$ West, 21.08 feet;

thence South $43^{\circ}06'41.4''$ East, 43.91 feet to the southerly line of said landscape easement;

thence leaving said retaining wall North $76^{\circ}41'15.7''$ West, along said southerly line of the landscape easement 10.07 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,857 square feet, more or less.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

Tony E. Durkee

Tony E. Durkee, PLS5773, Exp. 06/30/2016



END OF DESCRIPTION

E-2

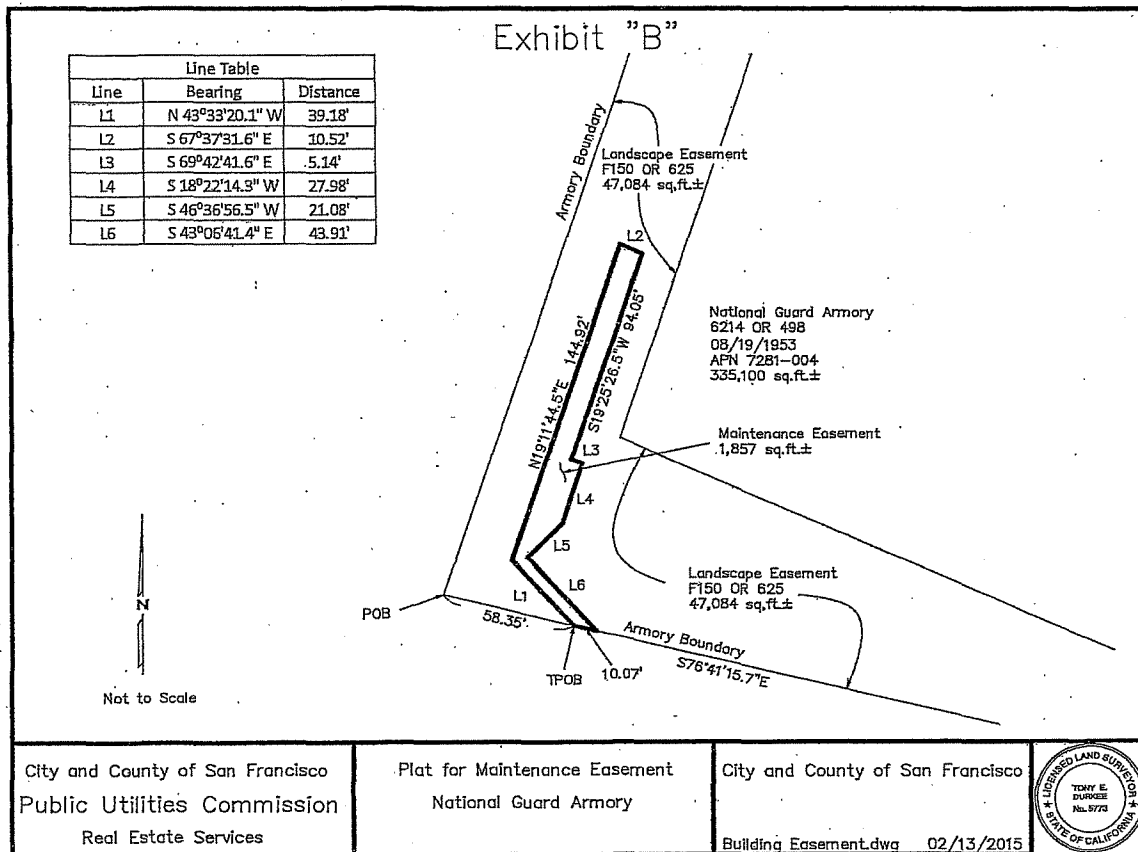
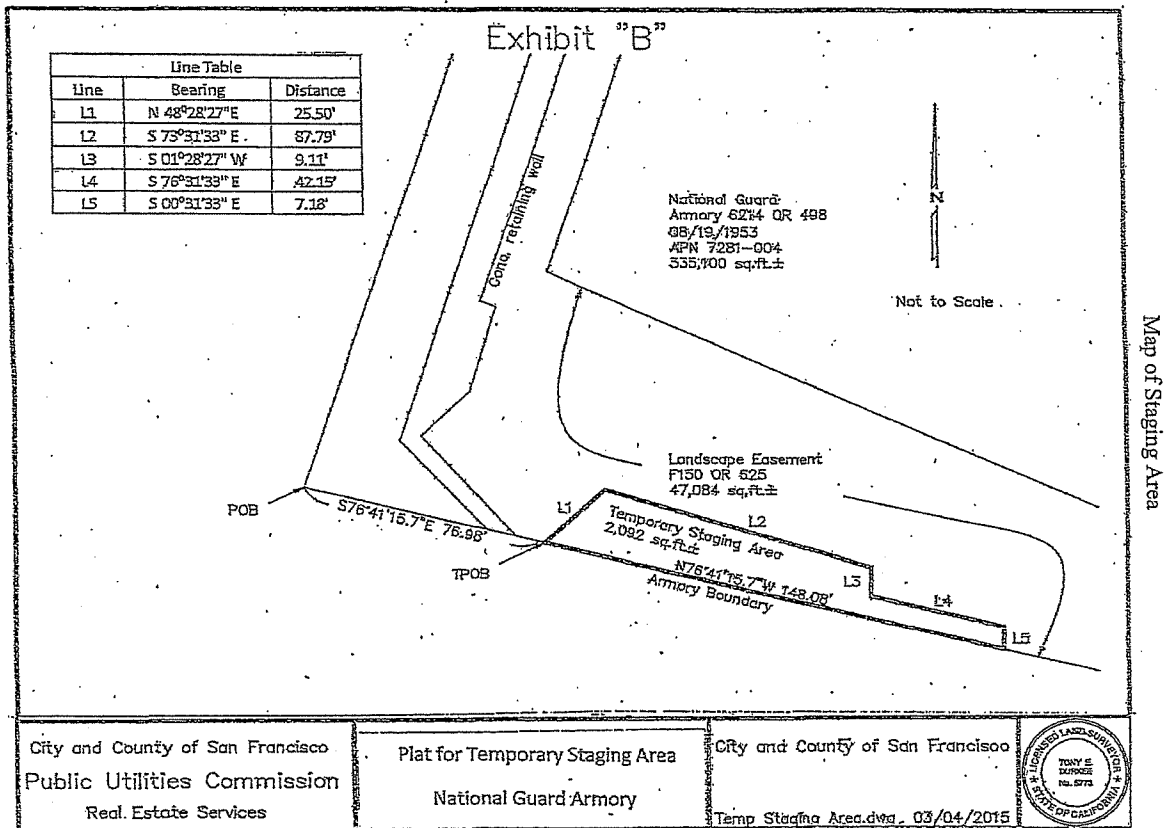


EXHIBIT E

F-1



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

WHEN RECORDED MAIL TO:

Director of Property
Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102

The undersigned hereby declares this instrument to be exempt from Recording Fees (Govt. Code § 27383) and Documentary Transfer Tax (Rev. & Tax. Code § 11922).		SPACE ABOVE THIS LINE FOR RECORDER'S USE
AGREEMENT AND GRANT OF EASEMENT SUBSURFACE TIEBACKS AND MAINTENANCE ACCESS	AGENCY: Military Department	
	PROJECT: Westside Recycled Water Project	
	FILE: TR12015	
	FISCAL: DGS000000134695	
San Francisco County APN: 7281-004 (portion) — 100 Armory Drive, San Francisco		
<p>THIS AGREEMENT AND GRANT OF EASEMENT ("Agreement") is made and entered into this _____ day of _____, 2017, by and between the STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF GENERAL SERVICES ("DGS") on behalf of the CALIFORNIA MILITARY DEPARTMENT ("CMD"), (hereinafter collectively referred to as "STATE") on one hand; and the CITY AND COUNTY OF SAN FRANCISCO, a consolidated public body, corporate and politic, on the other hand ("CITY"). The STATE and CITY are collectively referred to as the "PARTIES". Capitalized terms used in this Agreement shall have the meanings ascribed to them by the section in which such term is first defined. This Agreement includes all exhibits attached hereto.</p> <p style="text-align: center;">RECITALS</p> <p>A. STATE is the owner of certain property consisting of approximately ± 7.689 acres, and related improvements, located at 100 Armory Drive, San Francisco, County of San Francisco, State of California, with Assessor's Parcel Number 7281-004 (collectively the "Servient Parcel").</p> <p>B. CITY is the owner of certain property and related improvements, located at 3500 Great Highway, San Francisco, County of San Francisco, State of California, with Assessor's Parcel Number 7281-007 (the "Dominant Parcel").</p> <p>C. In order for CITY to complete the development and construction of the Westside Recycled Water Project (the "Project"), STATE quitclaimed a portion of the Servient Parcel to CITY, recorded on even date herewith (the "Conveyance Property") and CITY intends to develop and construct improvements on the Conveyance Property in connection with the Project.</p> <p>D. To carry out CITY's planned development of the Conveyance Property in connection with the Project, CITY requires an easement for subsurface tiebacks, as well as an easement for access and maintenance over a portion of the Servient Parcel.</p>		

E. STATE and CITY entered into this Agreement for the purpose of CITY receiving the easements for the purposes described below in this Agreement in that portion of the Servient Parcel referred to in this Agreement as the "Maintenance Easement" as more particularly described and depicted on the attached Exhibits A and B, along with an easement on, under, and across the "Subsurface Tieback Area" as more particularly described and depicted on the attached Exhibits C and D.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants contained in this Agreement, the PARTIES agree as follows:

Pursuant to the provisions of Section 14666 of the Government Code of the State of California, STATE, hereby grants unto CITY, its successors and assigns forever, a non-exclusive easement benefitting and appurtenant to the Dominant Parcel to use the Subsurface Tieback Area to install, locate, relocate, construct, reconstruct, alter, use, maintain, inspect, repair, and abandon in place subsurface tie-backs, at such locations and elevations greater than twenty five (25) feet below any structure, necessary for CITY's development, along with the Maintenance Easement for the purposes of construction staging, surface inspection of earth support structures, and access to and maintenance of the Conveyance Property in connection with the Project in, upon, over, on, under, and across the Servient Parcel (the "Permitted Uses"), to carry out the Permitted Uses. CITY shall make reasonable efforts to avoid unreasonable interference with, or unreasonable burdening of, the Servient Parcel or STATE's use thereof.

The benefits and burdens of the Agreement will benefit and burden the Dominant Parcel and the Servient Parcel and run with the land in accordance with California Civil code sections 1460-1471. Each covenant of either party to this Agreement to do or refrain from doing some act stated in this Agreement is expressly for the benefit of the land of the other party to this Agreement that is described in this Agreement. The successive owners of each of those properties owned by either party are bound by this Agreement for the benefit of the other property. Each covenant runs with both the land owned by or granted to the STATE and the land owned or granted to the CITY and will benefit or be binding on each successive owner, during his, her, or its ownership, of any portion of the land affected by this Agreement and on each person having any interest in it derived through any owner thereof. This Agreement shall be recorded on even date with the Quit Claim of the Conveyance Property in the Official Records of the City and County of San Francisco.

The Easements granted herein are subject to the terms, conditions, limitations, and covenants, consisting of one (1) page on the attached Exhibit E, which shall run with the Easements granted herein, and the CITY, successors and assigns, by acceptance of these Easements, agrees to abide by, perform and observe each and all of said terms, limitations, conditions, and covenants set forth therein.

The attached Exhibits A, B, C, D, and E are hereby made a part of and incorporated into this Agreement.

IN WITNESS WHEREOF, STATE has caused its named to be affixed hereto and this instrument to be executed by its duly authorized officer.

STATE
STATE OF CALIFORNIA
Department of General Services
Daniel C. Kim, Director

By: _____
Michael P. Butler, Chief
Real Property Services Section

Date: _____

Approved:
California Military Department

By: Thomas S. Clarke
Thomas Clarke
CW4 CA ARNG
Chief, Procurement Branch

Date: 9/20/10

CITY
CITY AND COUNTY OF SAN FRANCISCO
a consolidated public body, corporate and politic

By: _____
John Updike
Director of Property

Date: _____

Approved as to Form:

By: _____
Richard Handel
Deputy City Attorney

Date: _____

Mail Tax Statements to the Name and Address Stated Above.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____, from the STATE to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and STATE consents to recordation thereof by its duly authorized officer:

Dated: _____

By: _____

JOHN UPDIKE
Director of Property
City and County of San Francisco

CALIFORNIA ALL PURPOSE NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness accuracy or validity of that document.

STATE OF CALIFORNIA,

County of Sacramento } ss.

On 26 September 2017, before me, Jesús Armando Martínez
Date

personally appeared Thomas E. Clarke

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

FOR NOTARY SEAL OR STAMP

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] SGT Martínez, Jesús 19800 Goethe Road
Signature of Notary Public Military Notary
Auth: 1045.C.1044a Sacramento, CA 95826
OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Names Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer - Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer - Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator

EXHIBIT E

This Agreement and the Easement granted herein is subject to the following terms and conditions:

1. This Grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims that may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.

2. CITY waives all claim against STATE, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, except those arising out of the sole negligence or intentional misconduct of STATE, its officers, agents, and employees, and CITY agrees to protect, save harmless, indemnify, and defend STATE, its officers, agents and employees from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability which may be suffered or incurred by STATE, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by CITY of the rights hereby granted, except to the extent of those arising out of the sole negligence or intentional misconduct of STATE, its officers, agents and employees.

3. STATE reserves the right to use said real property in any manner, provided such use does not materially interfere with CITY's rights hereunder.

4. Subject to the last sentence of this Section 4, STATE reserves the right to require CITY, at STATE expense, to remove and relocate all improvements placed by CITY upon said real property, upon determination by STATE that the same interfere with future development of State's property. In the event of such removal or relocation, CITY shall forthwith, upon service of written demand and written confirmation of the new easement location, deliver to STATE a Quitclaim Deed, to its right, title and interest hereunder. Should CITY fail or refuse to deliver said Quitclaim Deed, STATE may record, in the Recorder's Office of the County in which said real property is located, a written notice reciting said failure, and such recordation shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence of such termination against CITY. Within 180 days after STATE's written notice and demand for removal and relocation of the improvements, CITY shall remove and relocate the improvements to a feasible location on the property of STATE, as designated by STATE, and STATE shall furnish CITY with an easement in such new location, on the same terms and conditions as herein stated, all without cost to CITY, and CITY thereupon shall re-convey to STATE the easement herein granted. Notwithstanding anything else in this Agreement, under no circumstance will CITY have any obligation arising under this Agreement to remove any portion of the subsurface tiebacks (or related appurtenances) or any portion of the structure(s) that may be constructed by CITY on, under, or across the Conveyance Property.

5. In performing any work, including any excavation, on said real property of STATE, CITY shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were immediately prior to commencement of CITY's activities pursuant to this Easement as is practicable.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

Legal Description of Maintenance Easement Area

February 13, 2015

Exhibit "A"
LEGAL DESCRIPTION
Maintenance Easement

All that real property situate in the City and County of San Francisco, State of California, being a portion of that certain landscape easement described in that deed recorded June 20, 1990 in Keel F150 Official Records Image 625, Records of the City and County of San Francisco, and being more particularly described as follows:

BEGINNING at the westerly corner of said landscape easement, said westerly corner being also the westerly corner of that parcel of land described in deed to State of California recorded August 19, 1953 in Book 6214 of Official Records, Page 498, Records of City and County of San Francisco, State of California;

thence southeasterly along the southerly line of said landscape easement South 76°41'15.7" East, 58.35 feet to the TRUE POINT OF BEGINNING;

thence North 43°33'20.1" West, 39.18 feet;

thence North 19°11'44.5" East, 144.92 feet;

thence South 67°37'31.6" East, 10.52 feet to the face of an existing concrete retaining wall;

thence continuing southerly along said wall the following bearings and distances:

thence South 19°25'26.5" West, 94.05 feet;

thence South 69°42'41.6" East, 5.14 feet;

thence South 18°22'14.3" West, 27.98 feet;

thence South 46°36'56.5" West, 21.08 feet;

thence South 43°06'41.4" East, 43.91 feet to the southerly line of said landscape easement;

thence leaving said retaining wall North 76°41'15.7" West; along said southerly line of the landscape easement 10.07 feet to the TRUE POINT OF BEGINNING.

Containing 1,857 square feet, more or less.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

Tony E. Durkee
Tony E. Durkee, PLS5773, Exp. 06/30/2016



END OF DESCRIPTION

EXHIBIT B

Map of Maintenance Easement Area

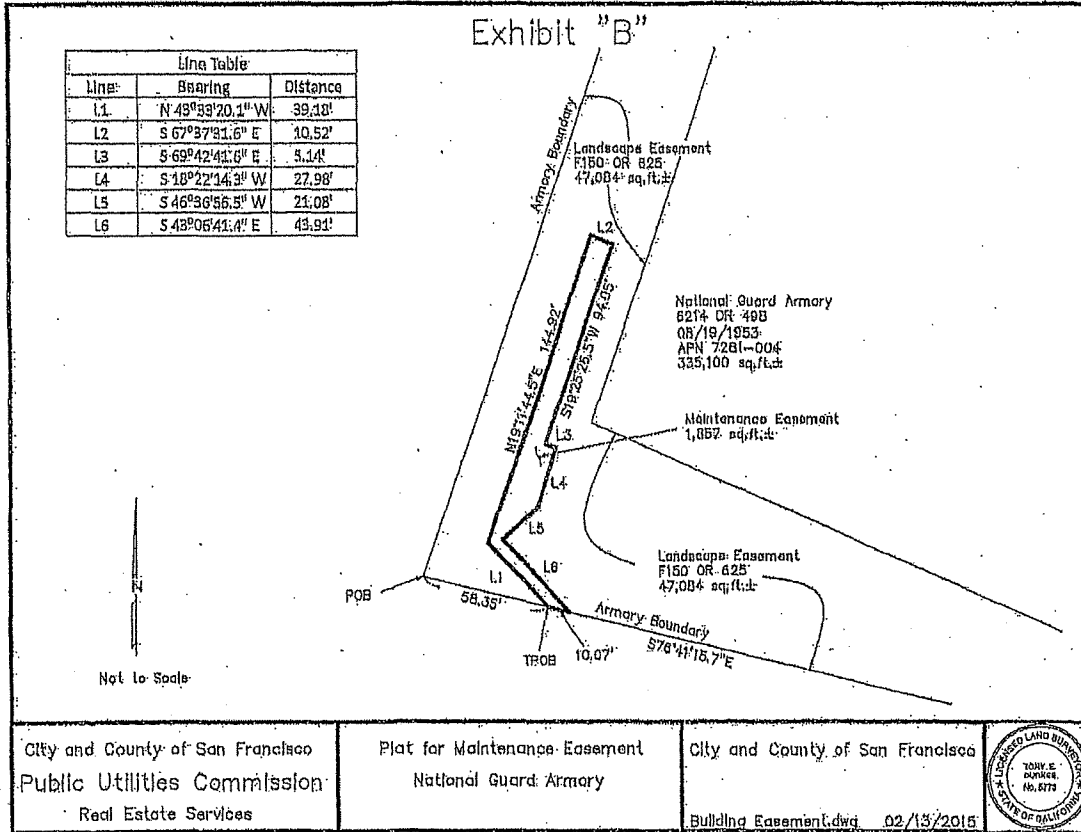


EXHIBIT C

Legal Description of Subsurface Tieback Area

June 27, 2016

Exhibit "A"
LEGAL DESCRIPTION
Subsurface Tieback Area.

All that real property situate in the City and County of San Francisco, State of California, being a portion of that certain Parcel described in that deed recorded August 19, 1953 in Vol. 6214 Official Records Page 498, Records of the City and County of San Francisco, and being more particularly described as follows:

BEGINNING at the westerly corner of said parcel;
thence North $19^{\circ}18'44.3''$ East, 170.11 feet along the westerly line of said parcel to the **TRUE POINT OF BEGINNING**;
thence South $67^{\circ}37'31.6''$ East, 22.90 feet;
thence South $19^{\circ}11'44.5''$ West, 144.92 feet;
thence South $43^{\circ}33'20.1''$ East, 39.18 feet;
thence South $76^{\circ}41'15.7''$ East, 52.51 feet;
thence North $46^{\circ}26'39.9''$ East, 61.30 feet;
thence North $43^{\circ}33'20.1''$ West, 33.97 feet;
thence North $46^{\circ}26'39.9''$ East, 11.08 feet;
thence North $19^{\circ}11'44.5''$ East, 168.85 feet;
thence North $70^{\circ}48'15.5''$ West, 112.68 feet;
thence South $19^{\circ}18'44.3''$ West, 90.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 25,203 square feet, more or less.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

Tony E. Durkee
Tony E. Durkee, PL55773, Exp. 06/30/2016

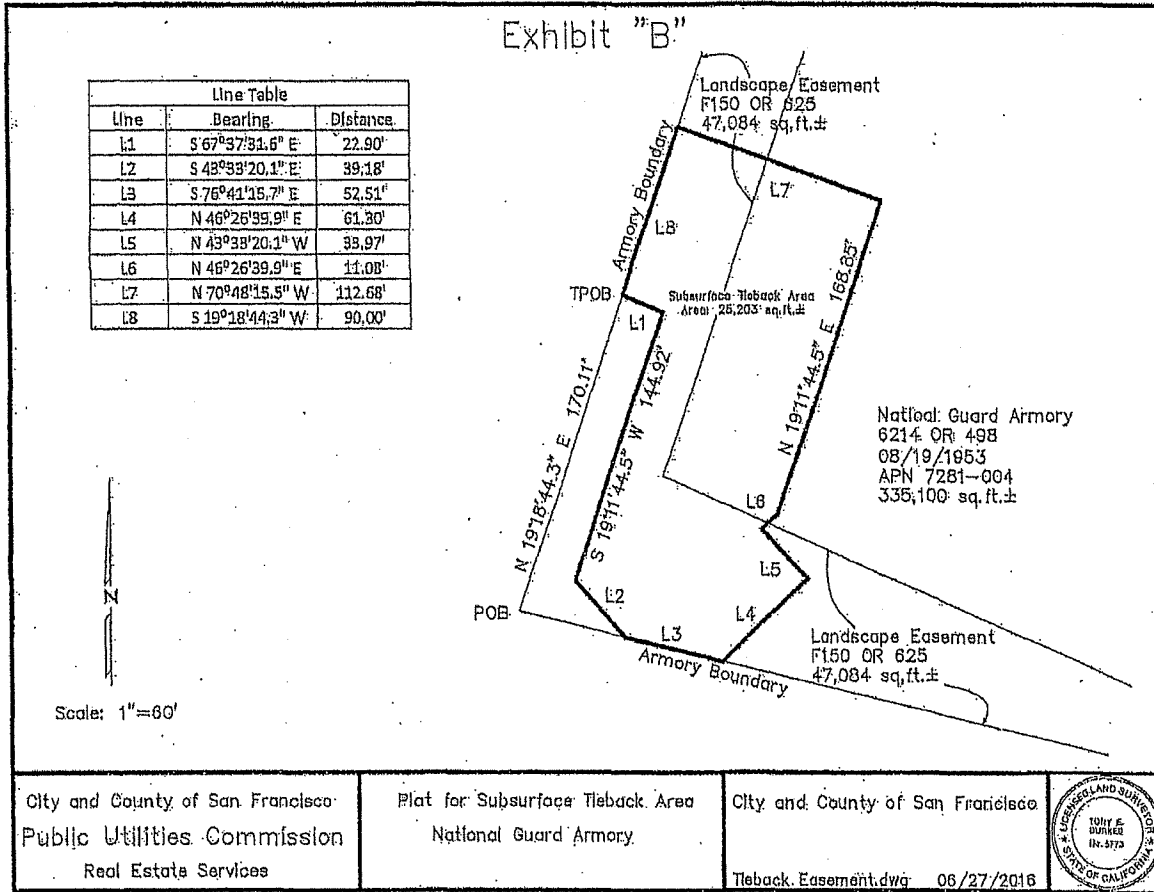


END OF DESCRIPTION

Page 1 of 1

EXHIBIT D

Map of Subsurface Tieback Area



**RIGHT TO ENTER AND CONSTRUCT
INDEMNIFICATION AND LICENSE AGREEMENT**

This Right to Enter and Construct, Indemnification, and License Agreement (this "License"), dated for reference purposes only as of _____, 2017, is made by and between the STATE OF CALIFORNIA, acting by and through the Director of the DEPARTMENT OF GENERAL SERVICES (DGS), with the approval of the MILITARY DEPARTMENT, (collectively the "STATE"), and THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("CITY").

RECITALS:

WHEREAS, STATE owns and controls certain real property located at the San Francisco Armory, 100 Armory Drive, San Francisco, California 94132 (the "Property");

WHEREAS, STATE has agreed to quitclaim to CITY, and City has agreed to accept, a portion of the Property consisting of approximately 4,252 square feet and depicted on the attached Exhibit A (the "Conveyance Property") in order for CITY to construct improvements thereon in connection with CITY's Westside Recycled Water Project (the "Project");

WHEREAS, STATE has agreed to grant to CITY, and City has agreed to accept, two easements across portions of the Property in connection with City's Project, one consisting of approximately 25,203 square feet and depicted on the attached Exhibit B (the "Tie Back Easement") for the installation, location, relocation, construction, reconstruction, alteration, use, maintenance, inspection, repair, and abandoning in place of subsurface tie-backs in connection with Project construction and the second consisting of approximately 1,857 square feet and depicted on the attached Exhibit C (the "Maintenance Easement") for continued surface inspection of earth support structures and maintenance of the Conveyance Property in connection with the Project;

WHEREAS, pending finalization of the quitclaim from STATE to CITY of the Conveyance Property, the granting from STATE to CITY of the Tie Back Easement and the Maintenance Easement, this License will allow CITY (i) enter upon and construct Project improvements on the Conveyance Property, (ii) enter upon and construct subsurface tie-backs within the area of the Tie Back Easement, and (iii) to enter upon and use approximately 2,092 square feet of the Property depicted on the attached Exhibit D (the "Staging Area") as a construction staging area for Project construction (the actions described in clause (i), (ii), and (iii) above are sometimes collectively referred to as the "Activity");

NOW, THEREFORE, it is mutually agreed between the STATE and CITY as follows:

1. **Grant of License** - STATE hereby grants to CITY, its employees, consultants, representatives, and contractors a License Agreement for a non-exclusive right to enter and exit upon the Property from CITY's adjacent property as shown in the site map referenced herein as Exhibit E to conduct the Activity (as further described in the Use section below) on and about those portions of the Property designated on Exhibit E as the areas of the Conveyance Property, the Tie Back Easement, and the Maintenance Easement.
2. **Use** - CITY may enter upon and use those portions of the Property designated on Exhibit A for the following purposes only:
 - (a) CITY may enter upon and construct Project improvements on the Conveyance Property;
 - (b) CITY may enter upon and construct subsurface tie-backs within the area of the Tie Back Easement; and
 - (c) CITY may enter upon and use the Staging Area for a staging area for construction lay down activities, including placing equipment and materials in support of the Project.

STATE reserves the right to approve all activities on the Property, in part or in whole. If STATE requests that a part or all of any activity be changed, CITY shall comply immediately with STATE's request.

3. **Term** - The term of this License shall be for a period of three (3) years commencing on _____, 2017 and ending on _____, 2020, or such longer period if agreed to in writing by STATE and CITY.
4. **Early Termination** - Either party may terminate this License at any time by giving written notice to the other party at least sixty (60) days prior to the date when such termination shall become effective.

5. Administrative Fee - Before the release of the fully executed documents, CITY shall pay to the STATE the Purchase Price and Administrative Costs described in and pursuant to the Agreement for Conveyance and Acceptance of Real Property between STATE and CITY and executed and delivered concurrently with this License, in immediately available funds.
6. Compliance with Laws - CITY shall conduct said Activity in compliance with all applicable federal, state, and municipal statutes and ordinances, and with all applicable regulations, orders, and directives of appropriate governmental agencies (collectively, the "Laws and Regulations"), as such Laws and Regulations exist at the time of the Activity.
7. Indemnity - CITY shall hold harmless and indemnify as "Indemnitees" STATE, its affiliates, agents and employees, from and against any claims, demands, actions, suits, judgments, losses, damages, costs, or expenses incurred as a result of personal injury, bodily injury, or property damage (collectively, "Liability") resulting from the Activity of CITY, its employees, consultants, representatives, or contractors. This Indemnity shall not extend to any Liability or any claim to the extent arising out of or resulting from the acts, omissions, negligence, or willful misconduct of "Indemnitees."
8. Notices - All notices or other communications required or permitted hereunder shall be in writing with Project number TR12015B prominently displayed, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of: (a) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice; (b) if mailed as provided above, on the date of receipt or rejection.

To the CITY: City and County of San Francisco
 Real Estate Division
 25 Van Ness Avenue, Suite 400
 San Francisco, CA 94102
 Office: (415) 554-9850

To the STATE: OT ALLISON HSIEH
 Bldg. 950, Sixth Street
 Camp Parks RFTA
 Dublin, CA 94568

 THOMAS WHITE
 Facilities and Engineering
 California Military Department
 9800 Goethe Road, Box 18
 Sacramento, CA 95826

Copies to: Sam Cooper
 Asst. Management Branch
 Real Property Services Section
 Department of General Services
 State of California
 707 Third Street, 5th Floor MS-501
 West Sacramento, CA 95605
 Sam.Cooper@DGS.CA.GOV

9. Insurance - During the term of this License, CITY shall maintain the following insurance:
 - (a) Shall furnish a certificate of insurance along with a copy of all endorsements with the STATE's Project Number (TR12015) indicated on the face of said certificate and endorsements, issued to STATE with amounts of Commercial General Liability of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence naming the State of California, its officers, agents and employees as additional insured. Prior to License execution, the certificate of insurance and endorsements shall be delivered to the Department of General Services, 707 3rd Street, MS 501, West Sacramento, CA 95605.

Said certificate of insurance and endorsements shall be issued by an insurance company with a rating of not less than A-X in Best's Insurance Guide. STATE reserves the right to review and reasonably adjust insurance requirements as necessary during the term of this License.

(b) It is agreed that STATE will not be liable for the payment of any premiums or assessments on the insurance coverage required by this Paragraph. The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to STATE. CITY agrees that the insurance herein provided for shall be in effect at all times during the term of this License, all extensions thereof, holdover periods or any other occupancy of the Premises by CITY.

(c) CITY shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Activities, including special coverage extensions where applicable, with employer's liability limits of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). The policy shall contain a waiver of subrogation in favor of the State of California.

(d) CITY shall furnish a certificate of automobile liability insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for each accident, covering all owned hired and non-owned vehicles. The provisions in Paragraph 9(b) above also apply to this insurance.

The State of California, its officers, agents and employees are to be additional insured, and the certificate is to be delivered to the Department of General Services, 707 3rd Street, MS 501, West Sacramento, CA 95605. The certificate is to be delivered to the Department of General Services at the address listed in Paragraph 6(a) above.

(e) If CITY is self-insured in whole or in part as to any of the above described types and levels of coverage, CITY shall provide STATE with written acknowledgment of this fact at the time of the execution of this Lease. The State may require financial information to justify CITY's self-insured status. If, at any time after the execution of this Lease, CITY abandons its self-insured status, CITY shall immediately notify STATE of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

10. Sublet and Assignment of License - The CITY shall not sublet or assign its rights under this License without STATE's prior written consent. Any assignment or transfer of this License by either party shall be subject to the other parties rights and obligations herein, and any assignee or transferee shall continue to perform such obligations and shall, correspondingly, be entitled to the benefits of this License pursuant to the terms and conditions hereof.

11. Rights of Parties - The rights and obligations set forth in this License will be binding upon and inure to the benefit of the CITY and STATE and their successors and assignees. This License shall not be interpreted as creating any easement or any covenant or condition running with the land or any further right with respect to any related real property other than as specifically provided herein. The rights of CITY and its successors and assigns hereunder will be subordinate and subject to the rights of the holder of any mortgage, deed of trust, or other encumbrance against the property now or hereafter granted or created by STATE against the property.

12. Cooperation - CITY agrees to coordinate its Activity with the CMD Area Coordinator, (916) 369-5100, to minimize any impairment of access to the Property and any inconvenience to or disruption of STATE's business on the Property.

13. Maintenance of Property - CITY shall maintain the Property during the Activities by removing all litter from the Property. CITY shall be responsible for leaving the Property in as clean a condition as it was received and will provide the STATE with a 24-hour telephone number(s) if it is necessary to inform CITY that the lot has not been cleaned. Papers and other debris left on the Property must be cleared within 24 hours of notification from STATE. If the Premises is not found in the same condition as it was received by the CITY, any and all costs associated with the clean-up shall be paid by the CITY upon demand by STATE.

14. Improvements and Modifications - In making any excavation and/or installation of equipment, temporary barriers, or fencing on the Property and/or easement areas, CITY shall make the same in such commercially reasonable manner as will cause the least injury to the surface of the ground around such excavation and/or construction, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.

Any construction or installation of such barriers or fencing shall be reviewed and approved by the State Chief Engineer and the local fire department.

15. **Access to Property** - Only CITY and its properly qualified and authorized agents, employees, contractors, and servants shall have the right of ingress to and egress from said Property. CITY will not cause or otherwise allow any roadway to be blocked or obstructed.
- STATE shall have access at all times to the site infrastructure for repairs and maintenance as necessary within the Property outlined in Exhibit "A."
16. **Relocation** - The location of the Property to be used by CITY for the purpose of this License may be changed as required by the STATE in the event of circumstances arising to warrant such a change. CITY agrees to accept another functionally equivalent location within the facility grounds within which to operate under the same general provisions of this License.
17. **Attorneys' Fees** - In the event of a default by either party or in the event of any suit or action arising out of this License, the prevailing party or the non-defaulting party will be entitled to recover its cost and expenses, including reasonable attorneys' fees in connection therewith.
18. **No Joint Venture** - No agency, employment agreement, joint venture, or partnership is created between the parties by this License and neither party will be deemed to be an agent of the other, nor will either party have the right or power of authority to act for the other in any manner; or to create any obligation, contracts, or debts binding upon the other party.
19. **Governing Law** - This License will be governed by and construed in accordance with the laws of the State of California.
20. **Amendments** - This License may be amended, changed, or modified only by written agreement executed by the CITY and STATE. No waiver or any provision of this License will be valid unless in writing signed by the party charged therewith.
21. **Severability** - If any provision of this License is determined to be illegal or unenforceable, this determination shall not affect any other provision of this License, and all other provisions shall remain in full force and effect.
22. **Separate Counterparts and Photocopies** - This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this document and shall have the same effect as copies executed and delivered with original signatures.
23. **Section Headings** - All section headings contained herein are for convenience of reference only, and are not intended to define or limit the scope of any provisions of this License.
24. **Entire Agreement** - This License represents the full, complete, and entire License agreement between the parties with respect to the subject matter hereof. The License shall not be in full force and effect except upon approval and signature on behalf of the Director of the Department of General Services.
25. **Nondiscrimination** - In the performance of this License, STATE shall not discriminate against any employee, subcontractor, applicant for employment with District, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

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San Francisco PUC - San Francisco Armory

RIGHT TO ENTER AND CONSTRUCT

In the event of any dispute over the performance or interpretation of this Agreement, the parties agree to submit such dispute to the California Office of Administrative Hearings for arbitration which shall be binding. Venue for any proceedings or arbitration shall be in Sacramento County, California.

STATE OF CALIFORNIA
Department of General Services
Daniel C. Kim, Director

CITY AND COUNTY OF SAN FRANCISCO,
a Municipal Corporation

By: _____
MICHAEL P. BUTLER, Chief
Real Property Services Section

By: _____
HARLAN L. KELLY, JR.
General Manager,
San Francisco Public Utilities Commission

Date: _____

Date: _____

APPROVED:
California Military Department

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

By: Thomas J. Clarke
THOMAS CLARKE
CW4 CA ARNG
Chief, Procurement Branch

By: _____
RICHARD HANDEL, Deputy City Attorney

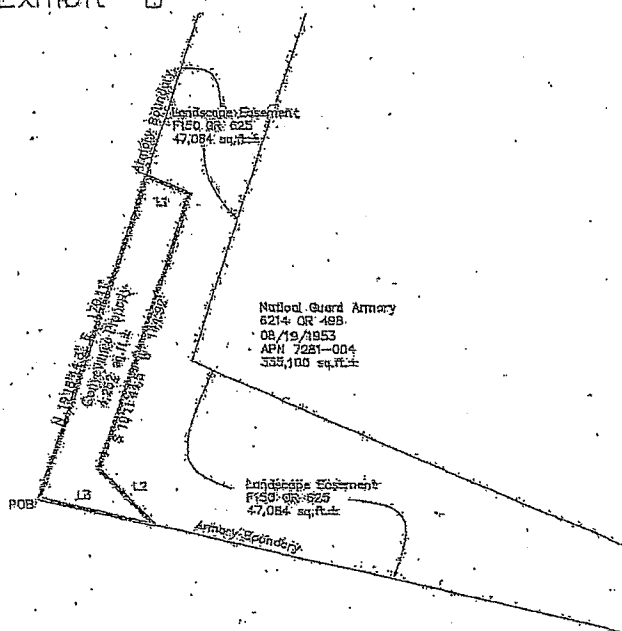
Date: 9/20/17

Date: _____

Line Table		
Line	Bearing	Distance
L1	S 67°37'31.6" E	22.90'
L2	S 43°33'20.1" E	39.18'
L3	N 76°41'15.7" W	58.35'



Exhibit B



Conveyance Property

EXHIBIT A

City and County of San Francisco
Public Utilities Commission
Real Estate Services

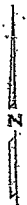
Plot for Conveyance Property
National Guard Armory

City and County of San Francisco
Building Easement.dwg..02/13/2015

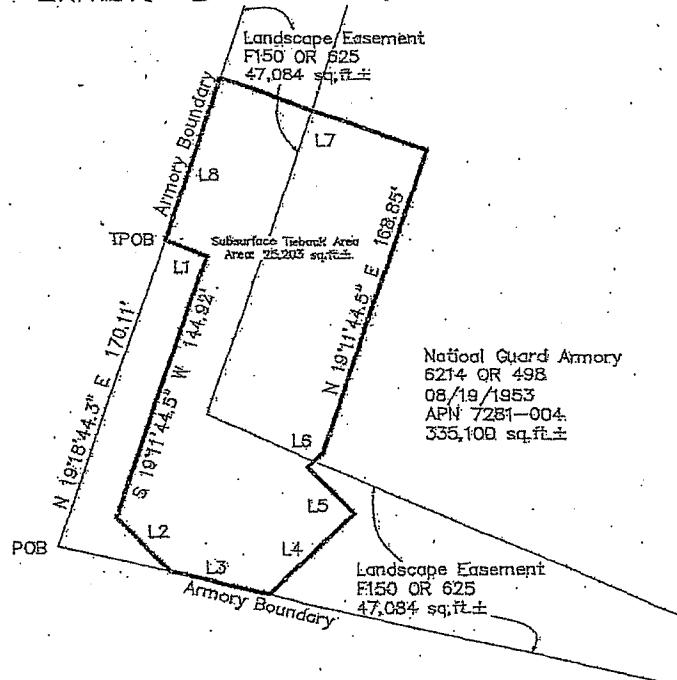


Exhibit "B"

Line Table		
Line	Bearing	Distance
L1	S 67°37'31.6" E	22.90'
L2	S 43°33'20.1" E	39.18'
L3	S 76°41'15.7" E	52.51'
L4	N 46°25'39.9" E	61.30'
L5	N 43°33'20.1" W	33.97'
L6	N 46°25'39.9" E	11.08'
L7	N 70°48'15.5" W	112.68'
L8	S 19°18'44.3" W	90.00'



Scale: 1"=60'



Map of Subsurface Tieback Area

EXHIBIT B

City and County of San Francisco
Public Utilities Commission
Real Estate Services

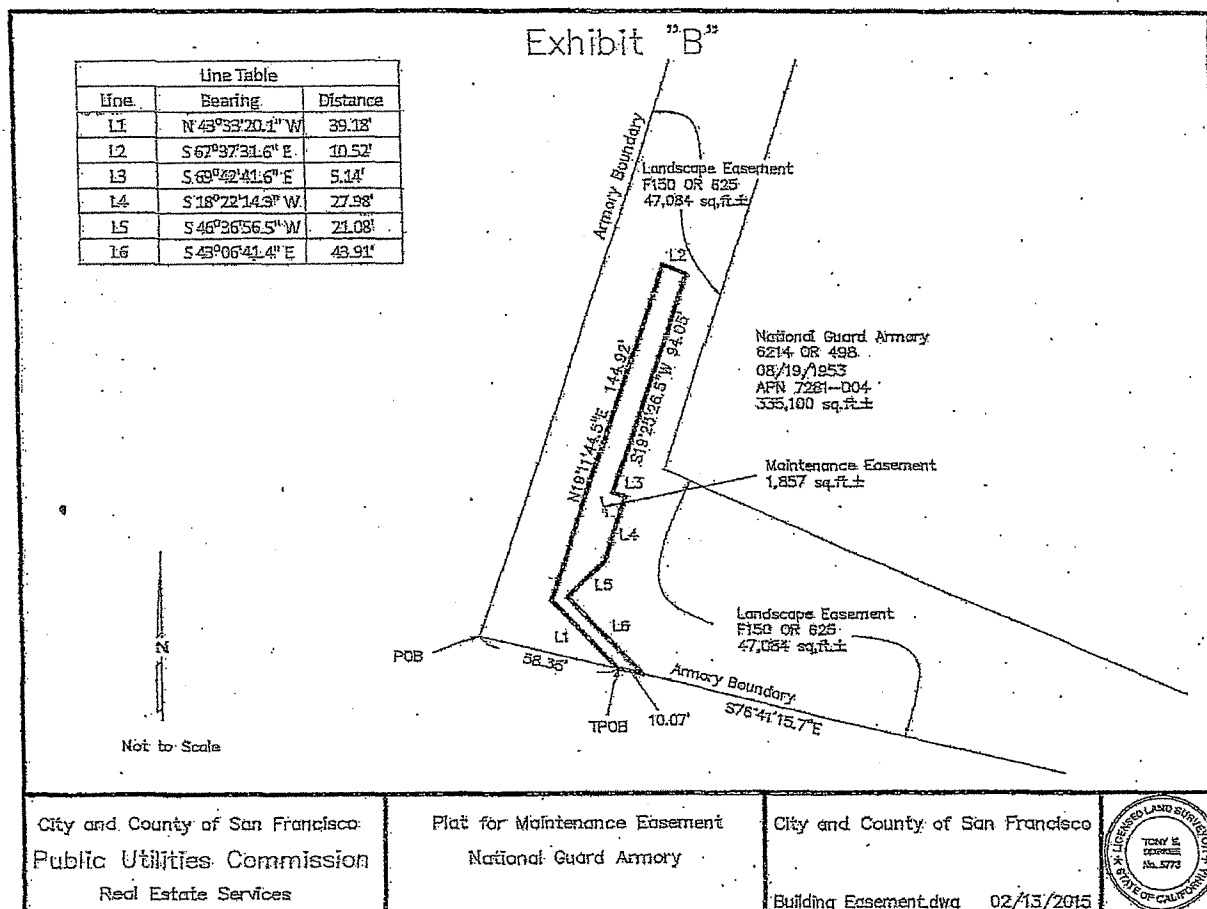
Plot for Subsurface Tieback Area
National Guard Armory

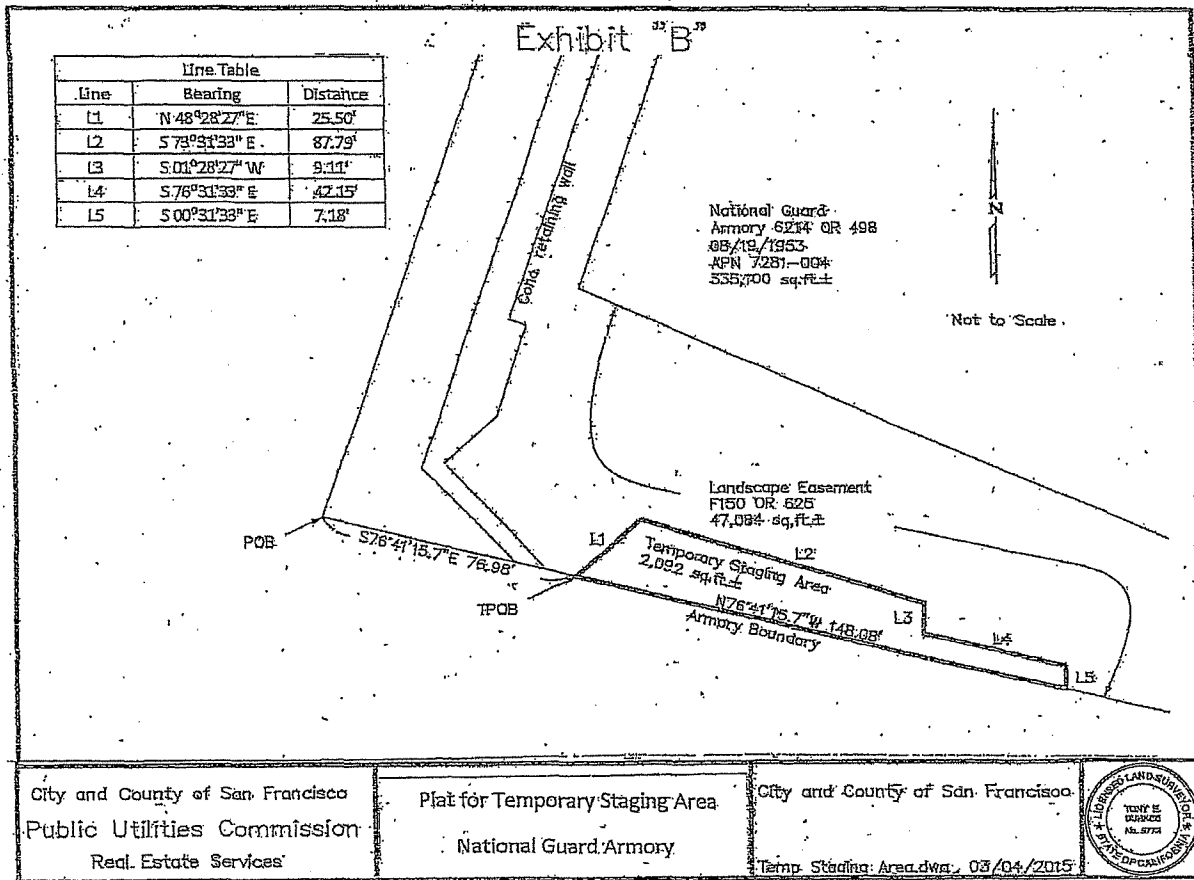
City and County of San Francisco
Tieback Easement.dwg 05/27/2016



Map of Maintenance Easement Area

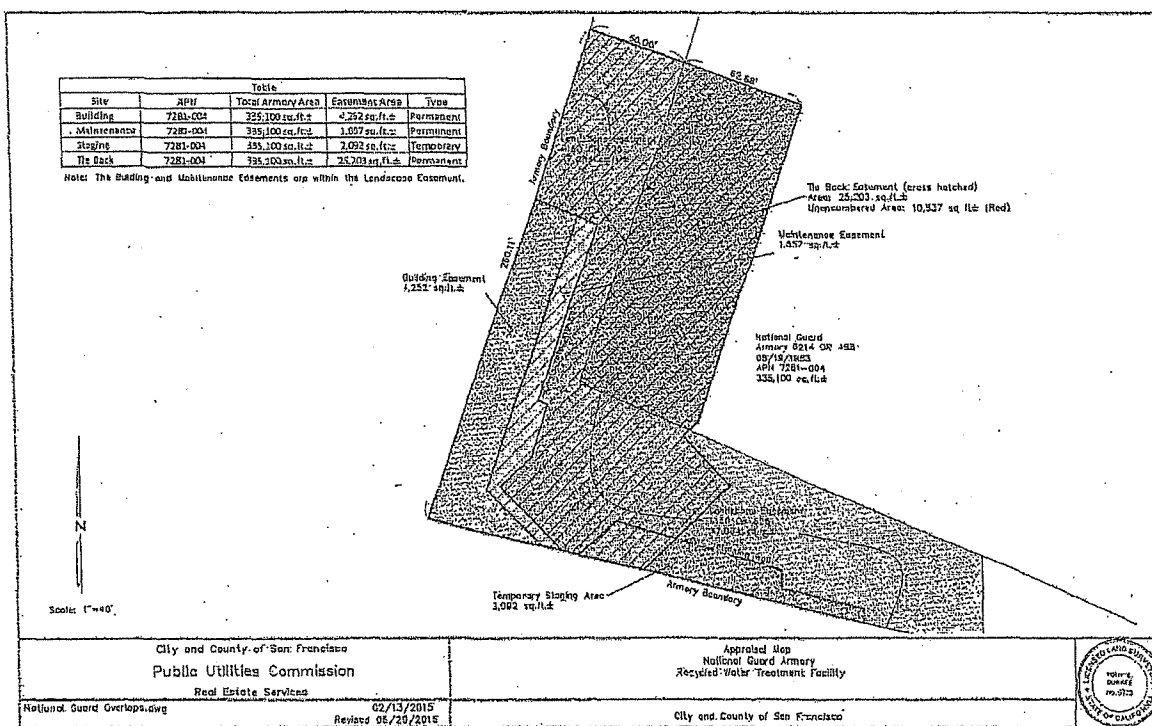
EXHIBIT C





Map of Conveyance Property, Easements and Staging Area

EXHIBIT E





SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. M-19442

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Hearing Date: September 3, 2015
Case No.: 2008.0091E
Project: San Francisco Westside Recycled Water Project
Project Location: Various Locations in Western San Francisco
Project Sponsor: San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102
Staff Contact: Timothy Johnston – (415) 575-9035
Timothy.Johnston@sfgov.org

ADOPTING FINDINGS RELATED TO THE CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT FOR THE PROPOSED SAN FRANCISCO WESTSIDE RECYCLED WATER PROJECT.

MOVED, that the San Francisco Planning Commission (hereinafter "Commission") hereby CERTIFIES the Final Environmental Impact Report identified as Case No. 2008.0091E, San Francisco Westside Recycled Water Project (hereinafter, "Project"), located in San Francisco, based upon the following findings:

1. The City and County of San Francisco, acting through the Planning Department ("Department") fulfilled all procedural requirements of the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 *et seq.*, hereinafter "CEQA"), the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 *et seq.*, (hereinafter "CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code (hereinafter "Chapter 31").
 - A. The Department determined that an Environmental Impact Report ("EIR") was required for the Project and provided public notice of that determination by publication in a newspaper of general circulation, and in accordance with CEQA Guidelines Section 15082, prepared and circulated a first and then a revised Notice of Preparation ("NOP") to interested entities and individuals to begin the formal CEQA scoping process for the Project on June 5, 2008, and September 8, 2010, respectively. These prior NOPs resulted in scoping meetings held on June 16 and 17, 2008, and on September 23, 2010. Following the 2010 NOP scoping period, the SFPUC in response to public feedback evaluated alternative possible sites, resulting in a revised Project proposal for which the Planning Department issued a revised NOP/Initial Study (2014 IS) on July 16, 2014 with the scoping period ending on August 15, 2014. The NOP was distributed to interested parties that had received the initial NOPs, public agencies, additional interested parties, and landowners/occupants located in the

vicinity of the Project facilities, and was posted on the Planning Department's website and placed in the legal classified section of the San Francisco Chronicle.

The San Francisco Planning Department received nine comments on the scope of the EIR either at the scoping meeting or in writing following the 2014 scoping meeting. The comment inventories for all three NOPs are included in the Scoping Report in Appendix A of the Draft EIR. Appendix A also includes the 2014 IS.

- B. On March 18, 2015, the Department published the Draft Environmental Impact Report ("DEIR") and provided public notice in a newspaper of general circulation of the availability of the DEIR for public review and comment for a 45-day period, and of the date and time of the Planning Commission public hearing on the DEIR; this notice was mailed to the Department's list of persons requesting such notice and other interested parties.
 - C. Notices of availability of the DEIR and of the date and time of the public hearing were posted near the Project site by Department staff on March 18, 2015. The Notice of Availability was also made available at the main public library in San Francisco.
 - D. On March 18, 2015, copies of the DEIR were mailed or otherwise delivered to a list of persons requesting it, to those noted on the distribution list in the DEIR, to adjacent property owners, and to government agencies, the latter both directly and through the State Clearinghouse. The DEIR was posted on the Department's website.
 - E. A Notice of Completion was filed with the State Secretary of Resources via the State Clearinghouse on March 18, 2015.
- 2. The Planning Commission held a duly-advertised public hearing on the DEIR to accept written or oral comments on April 23, 2015. The public hearing transcripts are in the Project record. The period for acceptance of written comments ended on May 4, 2015.
 - 3. The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the 45-day public review period for the DEIR, and prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period. The Department provided additional, updated information and clarification on issues raised by commenters, as well as SFPUC and the Planning Department, to address Project updates since publication of the DEIR. This material was presented in a Responses to Comments document ("RTC"), published on August 19, 2015, distributed to the Commission on August 20, 2015, and all parties who commented on the DEIR, and made available to others upon request at the Department and on the Department's website.
 - 4. A Final Environmental Impact Report ("FEIR") has been prepared by the Department, consisting of the Draft Environmental Impact Report, any consultations and comments

received during the review process, any additional information that became available, and the RTC document, all as required by law.

5. Project files on the FEIR have been made available for review by the Commission and the public. These files, are available for public review at the Department at 1650 Mission Street, and are part of the record before the Commission. Jonas Ionin is the custodian of the records. Copies of the DEIR and associated reference materials, as well as the RTC document, are also available for review at public libraries in San Francisco, as well as on the Department's website.
6. The Commission, in certifying the completion of said FEIR, hereby does find that that none of the factors are present that would necessitate recirculation of the Final EIR under CEQA Guidelines Section 15088.5. The Final EIR contains no information revealing (1) any new significant environmental impact that would result from the Project or from a new mitigation measure proposed to be implemented, (2) any substantial increase in the severity of a previously identified environmental impact, (3) any feasible Project alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Project, but that was rejected by the Project's proponents, or (4) that the Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. This Commission concurs in that determination.

The Commission finds that the Project is within the scope of the Project analyzed in the Final EIR and the Final EIR fully analyzed the Project proposed for approval. No new impacts have been identified that were not analyzed in the Final EIR.

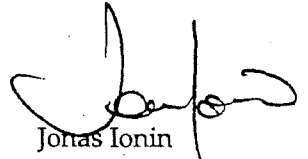
7. The Commission further finds, in certifying the completion of said FEIR, that the Project described in the FEIR is a component of the SFPUC's adopted Water Supply Improvement Program ("WSIP") for which the Planning Commission certified a Program Environmental Impact Report on October 30, 2008 (Case No. 2005.0159E) and the SFPUC approved by Resolution No. 08-0200; as part of the WSIP, the Commission finds that the Project will contribute to a significant and unavoidable impact related to indirect growth-inducement impacts in the SFPUC service area.
8. On September 3, 2015, the Commission reviewed and considered the FEIR and hereby does find that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.
9. The Planning Commission hereby does find that the Final Environmental Impact Report concerning File No. 2008.0091E, San Francisco Westside Recycled Water Project, reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Responses to Comments document contains no significant revisions to the DEIR or information that would necessitate recirculation of the FEIR under CEQA Guidelines Section 15088.5, and hereby does CERTIFY THE

Motion No. M-19442
Hearing Date: September 3, 2015

Case No. 2008.0091E
San Francisco Westside Recycled Water Project

COMPLETION of said Final Environmental Impact Report in compliance with CEQA and the CEQA Guidelines.

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting of September 3, 2015.



Jonas Ionin
Commission Secretary

AYES: 6

NOES: 0

ABSENT: Wu

ADOPTED: 9/3/15



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 19443

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS

HEARING DATE: SEPTEMBER 3, 2015

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Case No.: 2008.0091E
Project Name: San Francisco Westside Recycled Water Project
Zoning: P (Public) Zoning District
OS (Open Space) Height and Bulk District
Block/Lot: 7281/007
Project Sponsor: San Francisco Public Utilities Commission
c/o Scott MacPherson
525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Staff Contact: Audrey Desmuke – (415) 575-9136
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ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING FINDINGS REJECTING ALTERNATIVES AS INFEASIBLE, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING A MITIGATION, MONITORING, AND REPORTING PROGRAM, RELATING TO THE SAN FRANCISCO PUBLIC UTILITY'S PROPOSED PROJECT TO CONSTRUCT AND OPERATE ON THE WESTSIDE RECYCLED WATER PLANT PROJECT.

PREAMBLE

On January 17, 2008, the San Francisco Public Utilities Commission ("SFPUC") submitted an Environmental Evaluation Application to the Planning Department ("Department"), Case No. 2008.0091E, in connection with a project to construct and operate a recycled water facility on the west side of San Francisco. The San Francisco Westside Recycled Water Project ("SFRW Project" or "Project") would consist of a recycled water treatment plant at the SFPUC's Oceanside Water Pollution Control Plan ("WPCP") and within a portion of the adjacent California Army National Guard site, underground storage and distribution facilities. The plant would have an operational capacity to serve peak-day demands of up to 5 mgd (or 2 mgd annual average) to meet the current water demand in areas of western San Francisco that have substantial irrigation needs.

On June 5, 2008, and September 8, 2010, the Department issued a Notice of Preparation of an Environmental Impact Report ("NOP") for the Project, and, in response to comments received, revised the location of certain project elements and published a revised NOP on July 16, 2014.

On March 18, 2015, the Department published the Draft Environmental Impact Report ("DEIR" or "Draft EIR") for the Project and provided public notice in a newspaper of general circulation of the availability of the DEIR for public review and comment. The DEIR was available for public comment until May 4, 2015.

The San Francisco Planning Commission ("Planning Commission" or "Commission") held a public hearing on the DEIR on April 23, 2015, at a regularly scheduled meeting to solicit public comment regarding the DEIR.

The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the public review period for the DEIR, and prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period. This material was presented in a Draft Comments and Responses ("C & R") document, published on August 20, 2015, and distributed to the Planning Commission and all parties who commented on the DEIR, and made available to others upon request at the Department.

A Final Environmental Impact Report ("FEIR") or "Final EIR") was prepared by the Department, consisting of the Draft EIR and the C & R document.

Project Environmental Impact Report files have been made available for review by this Commission and the public. These files are available for public review at the Department at 1650 Mission Street, and are part of the record before this Commission.

On September 17, 2015, the Commission reviewed and considered the Final EIR and found that the contents of the report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code section 21000 *et seq.*) ("CEQA"), 14 California Code of Regulations section 15000 *et seq.* ("CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

The Planning Commission found the Final EIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Planning Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and approved the Final EIR for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

The Planning Department, Jonas P. Ionin, is the custodian of records for the Planning Department materials, located in the File for Case No. 2008.0091E, at 1650 Mission Street, Forth Floor, San Francisco, California.

Department staff prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the Project and these materials were made available to the public and this Commission for this Commission's review, consideration and action.

On September 17, 2015, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting on Case No. 2008.0091E to consider the approval of the Project. The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written

materials and oral testimony presented on behalf of the SFPUC, the Planning Department staff, and other interested parties.

MOVED, that the Planning Commission hereby adopts findings under the California Environmental Quality Act, including rejecting alternatives as infeasible and adopting a Statement of Overriding Considerations, and adopts the MMRP attached as Exhibit A based on the following findings:

FINDINGS

Having reviewed the materials identified in the Preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

In determining to approve the San Francisco Westside Recycled Water Project ("SFRW Project" or "Project") described in Section I, Project Description, below, the San Francisco Planning Commission ("Planning Commission" or "Commission") makes and adopts the following findings of fact and decisions regarding mitigation measures and alternatives, and adopts the statement of overriding considerations, based on substantial evidence in the whole record of this proceeding and under the California Environmental Quality Act ("CEQA"), California Public Resources Code Sections 21000 et seq., particularly Sections 21081 and 21081.5, the Guidelines for Implementation of CEQA ("CEQA Guidelines"), 14 California Code of Regulations Sections 15000 et seq., particularly Sections 15091 through 15093, and Chapter 31 of the San Francisco Administrative Code.

This document is organized as follows:

Section I provides a description of the Project proposed for adoption, the environmental review process for the Project (San Francisco Westside Recycled Water Project Environmental Impact Report, Planning Department Case No., 2008.0091E, State Clearinghouse No. 2008052133) (the "Final EIR" or "EIR"), the approval actions to be taken and the location of records;

Section II identifies the impacts found not to be significant that do not require mitigation;

Section III identifies potentially significant impacts that can be avoided or reduced to less-than-significant levels through mitigation and describes the disposition of the mitigation measures;

Section IV identifies significant impacts that cannot be avoided or reduced to less-than-significant levels and describes any applicable mitigation measures as well as the disposition of the mitigation measures;

Section V evaluates the different Project alternatives and the economic, legal, social, technological and other considerations that support approval of the Project and the rejection of alternatives, or elements thereof, analyzed; and

Section VI presents a statement of overriding considerations setting forth specific reasons in support of the Commission's actions and rejection of the alternatives not incorporated into the Project.

The Mitigation Monitoring and Reporting Program ("MMRP") for the mitigation measures that have been proposed for adoption is attached with these findings as **Exhibit A** to this Motion No. 19443. The MMRP is required by CEQA Section 21081.6 and CEQA Guidelines Section 15091. **Exhibit A** provides a table setting forth each mitigation measure listed in the Final Environmental Impact Report for the Project ("Final EIR") that is required to reduce or avoid a significant adverse impact. **Exhibit A** also specifies the agency responsible for implementation of each measure and establishes monitoring actions and a monitoring schedule. The full text of the mitigation measures is set forth in **Exhibit A**.

These findings are based upon substantial evidence in the entire record before the Commission. The references set forth in these findings to certain pages or sections of the Draft Environmental Impact Report ("Draft EIR" or "DEIR") or the Comments and Responses document ("C&R") in the Final EIR are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

I. APPROVAL OF PROJECT

A. Project Description

By this action, the Planning Commission adopts and implements the SFRW Project identified in the Final EIR. Specifically, the Project adopted by the Planning Commission includes the following:

- Construction of a recycled water treatment plant at the SFPUC's Oceanside Water Pollution Control Plant (WPCP) and within a portion of the adjacent California Army National Guard site. Recycled water produced at this facility would be used in Golden Gate Park for irrigation and as fill water for Golden Gate Park lakes; and for irrigation in the Panhandle portion of the park; Lincoln Park Golf Course, and various areas of the Presidio. The treatment plant would have an annual average production capacity of up to 2 million gallons per day (mgd) and sized to meet peak-day demands of up to 5 mgd.
- Construction of a transmission pipeline primarily along 36th Avenue that would run between the proposed recycled water treatment plant at the Oceanside WPCP and the existing Central Reservoir in Golden Gate Park. The pipeline would deliver the recycled water from the Oceanside WPCP to the areas of use.
- Construction of transmission pipelines between the Central Reservoir and Lincoln Park and the Presidio and the adjacent Golden Gate Park Panhandle.
- Construction of an expanded underground reservoir to provide additional storage capacity and a new pump station to provide increased pumping capacity at the Central Reservoir site.

B. Project Objectives

The three main objectives of the SFRW Project are:

- Diversify the SFPUC's water supply by developing recycled water.

- Develop a new water supply in San Francisco that is both reliable and drought resistant.
- Reduce the use of potable water and groundwater for irrigation and other nonpotable uses by supplying those demands with recycled water.

In addition, the Project is part of the SFPUC's adopted Water System Improvement Program ("WSIP") adopted by the SFPUC on October 30, 2008 (see Section C.1). The WSIP consists of over 70 local and regional facility improvement projects that would increase the ability of the SFPUC's water supply system to withstand major seismic events and prolonged droughts and to meet estimated water-purchase requests in the service areas. With the exception of the water supply goal, the overall WSIP goals and objectives are based on a planning horizon through 2030. The water supply goal to meet delivery needs in the SFPUC service area is based on a planning horizon through 2018. The overall goals of the WSIP for the regional water system are to:

- Maintain high-quality water.
- Reduce vulnerability to earthquakes.
- Increase water delivery reliability.
- Meet customer water supply needs.
- Enhance sustainability.
- Achieve a cost-effective, fully operational system.

The Project would help meet WSIP level-of-service goals and system performance objectives. These goals include providing a total of 10 mgd annual average of water supply from recycled water, groundwater, and conservation projects to meet retail demand in San Francisco. Of this amount, the WSIP project description indicated that approximately 4 mgd annual average would be derived from recycled water projects in San Francisco. This Project would provide up to 2 mgd of recycled water; currently identified customers are estimated to use 1.6 mgd. This Project would also enable implementation of the SFPUC's Groundwater Supply Project, approved by the SFPUC in December, 2013. The SFPUC's Groundwater Supply Project calls for installation of new groundwater wells to recover 2.5 to 3.0 mgd of groundwater in the first phase and conversion of existing irrigation wells in Golden Gate Park to potable use, providing 1.0 to 1.5 mgd of groundwater in the second phase. The second phase cannot occur until recycled water is available for Golden Gate Park landscaping or until another landscaping water source is identified. Thus the Project would also help meet the WSIP goal of providing approximately 4 mgd annual average of water supply from groundwater.

C. Environmental Review

1. *Water System Improvement Program Environmental Impact Report*

On October 30, 2008, the SFPUC approved the Water System Improvement Program (also known as the "Phased WSIP") with the objective of repairing, replacing, and seismically upgrading the system's aging pipelines, tunnels, reservoirs, pump stations, and storage tanks (SFPUC, 2008; SFPUC Resolution No. 08-0200). The WSIP improvements span seven counties—Tuolumne, Stanislaus, San Joaquin, Alameda, Santa Clara, San Mateo, and San Francisco (see SFPUC Resolution No. 08-0200).

To address the potential environmental effects of the WSIP, the San Francisco Planning Department ("Planning Department") prepared a Program EIR ("PEIR"), which was certified by the Planning Commission on October 30, 2008 (Motion No. 17734). At a project-level of detail, the PEIR evaluated the environmental impacts of the WSIP's water supply strategy and, at a program level of detail; it evaluated the environmental impacts of the WSIP's facility improvement projects. The PEIR contemplated that additional project-level environmental review would be conducted for the facility improvement projects, including the San Francisco Recycled Water Project.

2. San Francisco Recycled Water Project Environmental Impact Report

In accordance with Sections 15063 and 15082 of the CEQA Guidelines, the Environmental Planning ("EP") staff of the Planning Department, as lead agency, sent a first and then a revised Notice of Preparation ("NOP") to interested entities and individuals to begin the formal CEQA scoping process for the Project on June 5, 2008, and September 8, 2010, respectively. Following the 2010 NOP scoping period, the SFPUC in response to public feedback evaluated alternative possible sites, resulting in a revised Project proposal for which the Planning Department issued a revised NOP/Initial Study (IS) on July 16, 2014 with the scoping period ending on August 15, 2014. The NOP was distributed to interested parties that had received the initial NOPs, public agencies, additional interested parties and landowners/occupants located in the vicinity of the Project facilities, and was posted on the Planning Department's website and placed in the legal classified section of the San Francisco Chronicle.

The Planning Department received nine comments on the scope of the EIR either at the scoping meeting or in writing following the 2014 scoping meeting. The comment inventories for all three NOPs are included in the Scoping Report in Appendix A of the EIR along with the IS.

EP then prepared the Draft EIR, which described the Project and the environmental setting, identified potential impacts, presented mitigation measures for impacts found to be significant or potentially significant, and evaluated Project alternatives. The Draft EIR analyzed the impacts associated with each of the key components of the Project, and identified mitigation measures applicable to reduce impacts found to be significant or potentially significant for each key component. It also included an analysis of three alternatives to the Project. In assessing construction and operational impacts of the Project, the EIR considered the impacts of the Project as well as the cumulative impacts associated with the proposed Project in combination with other past, present, and future actions that could affect the same resources.

Each environmental issue presented in the Draft EIR was analyzed with respect to significance criteria that are based on EP guidance regarding the environmental effects to be considered significant. EP guidance is, in turn, based on CEQA Guidelines Appendix G, with some modifications.

The Draft EIR was circulated for public comment from March 18, 2015 through May 4, 2015. The Planning Commission held a public hearing at San Francisco City Hall on April 23, 2015 to hear oral comments and accept written comments on the Draft EIR. During the public review period, EP received written comments sent through the mail, fax, or email. A court reporter was present at the public hearing, transcribed the public hearing verbatim, and prepared a written transcript.

EP then prepared the C&R document, which provided written responses to each comment received on the Draft EIR. The C&R document was published on August 20, 2015 and included copies of all of the comments received on the Draft EIR and individual responses to those comments. The C&R provided additional, updated information and clarification on issues raised by commenters, as well as SFPUC and Planning Department staff-initiated text changes to address Project updates. The Planning Commission reviewed and considered the Final EIR, which includes the Draft EIR and the C&R document, and all of the supporting information. The Final EIR provided augmented and updated information presented in the Draft EIR, on the following topics: Project description, cultural resources, transportation and circulation, air quality, hydrology and water quality, biological resources, and Project alternatives. This augmentation and update of information in the Draft EIR did not constitute new information or significance that altered any of the conclusions of the EIR.

In certifying the Final EIR by Motion No. 19442, the Planning Commission determined that none of the factors are present that would necessitate recirculation of the Final EIR under CEQA Guidelines Section 15088.5. The Final EIR contains no information revealing (1) any new significant environmental impact that would result from the Project or from a new mitigation measure proposed to be implemented, (2) any substantial increase in the severity of a previously identified environmental impact, (3) any feasible Project alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Project; but that was rejected by the Project's proponents, or (4) that the Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

The Commission finds that the Project is within the scope of the Project analyzed in the Final EIR and the Final EIR fully analyzed the Project proposed for approval. No new impacts have been identified that were not analyzed in the Final EIR.

D. Approval Actions

1. San Francisco Planning Commission Actions

On August 13, 2015, the Planning Commission certified the Final EIR.

The Planning Commission is adopting these CEQA Findings in support of making General Plan consistency findings, and issuing a Coastal Development Permit.

2. San Francisco Public Utilities Commission Actions

The SFPUC will take the following actions and approvals to implement the Project:

- Adopt CEQA findings and the Mitigation Monitoring and Reporting Program.
- Approve the Project, as described in these findings, and authorize the General Manager or his designee to obtain necessary permits, consents, agreements. Approvals include entering into an agreement with the San Francisco Recreation and Parks Commission ("SFRPD") for construction in and use of SFRPD-managed land for recycled water facilities and pipelines.

3. *San Francisco Recreation and Parks Commission*

The Recreation and Parks Commission will adopt CEQA Findings and approve an agreement with SFPUC for construction, operation and maintenance of recycled water facility structures and pipelines on park lands.

4. *San Francisco Board of Supervisors Actions*

The Planning Commission's certification of the Final EIR may be appealed to the Board of Supervisors. If appealed, the Board of Supervisors will determine whether to uphold the certification or to remand the Final EIR to the Planning Department for further review.

The San Francisco Board of Supervisors will adopt CEQA Findings, approve an allocation of bond monies to pay for implementation of the Project, and approve the recycled water facility structures in Golden Gate Park.

5. *Other – Federal, State, and Local Agencies*

Implementation of the Project will involve consultation with or required approvals by other local, state, and federal regulatory agencies, including (but not limited to) the following:

- Other San Francisco City entities, including the Department of Public Works and the San Francisco Municipal Transportation Agency
- California Army National Guard (lease amendment)
- California State Water Resources Control Board (loan approval; stormwater and recycled water discharges)
- California Department of Transportation (encroachment permit)
- California Coastal Commission (coastal permit)
- Presidio Trust (water supply agreement)
- U.S. Environmental Protection Agency and Regional Water Quality Control Board (NPDES permit)

To the extent that the identified mitigation measures require consultation or approval by these other agencies, this Commission urges these agencies to assist in implementing, coordinating, or approving the mitigation measures, as appropriate to the particular measure.

E. Contents and Location of Records

The record upon which all findings and determinations related to the Project are based ("Record of Proceedings") includes the following:

- The Draft EIR and all documents referenced in or relied upon by the EIR. (The references in these findings to the EIR or Final EIR include both the Draft EIR and the Comments and Responses document.) The PEIR for the Phased WSIP Variant, which is incorporated by reference in the SFRW Project EIR.
- All information (including written evidence and testimony) provided by City staff to the SFPUC and Planning Commission relating to the EIR, the Project, and the alternatives set forth in the EIR.
- All information (including written evidence and testimony) presented to the SFPUC and the Planning Commission by the environmental consultant and sub-consultants who prepared the EIR or that was incorporated into reports presented to the Commission.
- All information presented at any public hearing or workshop related to the Project and the EIR.
- The Mitigation Monitoring and Reporting Program.
- All other documents available to the Commission and the public, comprising the administrative record pursuant to Public Resources Code Section 21167.6(e).

The Commission has relied on all of the information listed above in reaching its decision on the Project, even if not every document was formally presented to the Commission. Without exception, these documents fall into one of two categories. Many documents reflect prior planning or legislative decisions that the Commission was aware of in approving the Project. Other documents influenced the expert advice provided to Planning Department staff or consultants, who then provided advice to the Commission. For these reasons, such documents form part of the underlying factual basis for the Commission's decisions relating to the adoption of the Project.

The public hearing transcript, a copy of all letters regarding the Draft EIR received during the public review period, the administrative record, and background documentation for the Final EIR are available at the San Francisco Planning Department, 1650 Mission Street, San Francisco. **Jonas P. Ionin**, Commission Secretary, is the Custodian of Records for the Planning Department Materials concerning approval of the Project and adoption of these findings are contained in SFPUC files, SFPUC Project No. CUW30102 in the Bureau of Environmental Management, San Francisco Public Utilities Commission, 525 Golden Gate Avenue, San Francisco, California 94102. The Custodian of Records is **Scott**

MacPherson. All files have been available to the Commission and the public for review in considering these findings and whether to approve the Project.

F. Findings about Significant Environmental Impacts and Mitigation Measures

The following Sections II, III, and IV set forth the Commission's findings about the Final EIR's determinations regarding significant environmental impacts and the mitigation measures proposed to address them. These findings provide the written analysis and conclusions of the Commission regarding the environmental impacts of the Project and the mitigation measures included as part of the Final EIR and adopted by the Commission as part of the Project. To avoid duplication and redundancy, and because the Commission agrees with, and hereby adopts, the conclusions in the Final EIR, these findings will not repeat the analysis and conclusions in the Final EIR but instead incorporate them by reference and rely upon them as substantial evidence supporting these findings.

In making these findings, the Commission has considered the opinions of Commission staff and experts, other agencies, and members of the public. The Commission finds that (i) the determination of significance thresholds is a judgment decision within the discretion of the City and County of San Francisco; (ii) the significance thresholds used in the EIR are supported by substantial evidence in the record, including the expert opinion of the EIR preparers and City staff; and (iii) the significance thresholds used in the EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project. Thus, although, as a legal matter, the Commission is not bound by the significance determinations in the EIR (see Public Resources Code, Section 21082.2, subdivision (e)), the Commission finds them persuasive and hereby adopts them as its own.

These findings do not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, a full explanation of these environmental findings and conclusions can be found in the Final EIR, and these findings hereby incorporate by reference the discussion and analysis in the Final EIR supporting the determination regarding the project impact and mitigation measures designed to address those impacts. In making these findings, the Commission ratifies, adopts and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

As set forth below, the Commission adopts and incorporates all of the mitigation measures set forth in the Final EIR and the attached MMRP to substantially lessen or avoid the potentially significant and significant impacts of the Project. The Commission intends to adopt each of the mitigation measures proposed in the Final EIR. Accordingly, in the event a mitigation measure recommended in the Final EIR has inadvertently been omitted in these findings or the MMRP, such mitigation measure is hereby adopted and incorporated in the findings below by reference. In addition, in the event the language describing a mitigation measure set forth in these findings or the MMRP fails to accurately reflect the mitigation measures in the Final EIR due to a clerical error, the language of the policies and implementation measures as set forth in the Final EIR shall control. The impact numbers and mitigation measure numbers used in these findings reflect the information contained in the Final EIR.

- **Impact AE-2:** The Project would not result in a substantial source of light or glare.
- **Impact C-AE:** The Project would not have a cumulative impact on aesthetics.

Population and Housing

- **Impact PH-1:** The Project would not induce substantial population growth, either directly or indirectly.
- **Impact C-PH:** The Project would not have a project-specific impact on population and housing and, therefore, would not directly result in a significant cumulative impact on population and housing.

Cultural Resources

- **Impact CP-1:** The Project would not cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5, including those resources listed in Article 10 or Article 11 of the San Francisco Planning Code.

Transportation and Circulation

- **Impact TR-1:** The Project would not result in conflict with an applicable congestion management program.
- **Impact TR-2:** Closure of travel lanes during Project construction would temporarily reduce roadway capacity and increase traffic delays on area roadways, causing temporary and intermittent conflicts with all modes of travel, but the effects would be of short duration and limited in magnitude.
- **Impact TR-3:** Project construction would cause temporary increases in traffic volumes on area roadways, but would not cause substantial conflicts with the performance of the circulation system.
- **Impact TR-4:** Project construction within roadways would not substantially limit access to adjacent roadways and land uses.
- **Impact TR-5:** Project construction would not substantially impair access to alternative transportation facilities (public transit, bicycle, or pedestrian facilities), although it could temporarily deteriorate the performance of such facilities.
- **Impact TR-6:** Project operation and maintenance activities would cause some increases in traffic volumes on area roadways, but would not substantially alter transportation conditions and would not cause conflicts with alternative travel modes, including vehicles, emergency vehicles, transit, pedestrians, and bicycle traffic.

In Sections II, III and IV below, the same findings are made for a category of environmental impacts and mitigation measures. Rather than repeat the identical finding dozens of times to address each and every significant effect and mitigation measure, the initial finding obviates the need for such repetition because in no instance is the Commission rejecting the conclusions of the Final EIR or the mitigation measures recommended in the Final EIR for the Project.

II. LESS-THAN-SIGNIFICANT IMPACTS THAT DO NOT REQUIRE MITIGATION

Under CEQA, no mitigation measures are required for impacts that are less than significant (Public Resources Code, Section 21002; CEQA Guidelines, Sections 15126.4, subdivision (a)(3), 15091). Based on the evidence in the whole record of this proceeding, the Commission finds that the implementation of the Project either does not apply or will result in no impacts in the following areas: (1) Population and Housing: displace existing housing units or people or require new housing; (2) Transportation and Circulation: change air traffic patterns; (3) Noise: expose people to airplane noise or be substantially affected by existing noise levels; (4) Air Quality: create objectionable odors; (5) Recreation: create a need for new facilities; (6) Utilities and Service Systems: conflict with solid waste regulations; (7) Public Services: create a need for new or altered facilities; (8) Biological Resources: conflict with local policies protecting biological resources, such as trees, or a habitat conservation plan or other similar plan; (9) Geology and Soils: change existing topography or unique geologic features of the site; (10) Hydrology and Water Quality: expose housing to flooding hazard, impede or redirect flood flows, or expose people or structures to harm from flooding, seiche, tsunami or mudflow; (11) Hazardous Materials: create a safety hazard from aircraft or fires; (12) Mineral and Energy Resources: result in loss of mineral resource or availability of a resource recovery site; and (13) Agricultural Resources: all issues. These subjects are not further discussed in these findings.

The Commission further finds that implementation of the Project will not result in any significant impacts in the following areas and that these impact areas therefore do not require mitigation:

Land Use

- **Impact LU-1:** The Project would not physically divide an established community.
- **Impact LU-2:** The Project would not conflict with any applicable land use plans, policies, or regulations of any agency with jurisdiction over the Project adopted for the purpose of avoiding or mitigating an environmental effect.
- **Impact LU-3:** The Project would not impact the existing character of the vicinity.
- **Impact C-LU:** The Project would not have a cumulative impact on land use.

Aesthetics

- **Impact AE-1:** The Project would not have an adverse effect on a scenic vista, scenic resource, or the existing visual character or quality of the site and its surroundings.

- **Impact C-TR:** The Project, in combination with past, present, and reasonably foreseeable future projects, would not substantially contribute to cumulative traffic increases on local and regional roads.

Noise and Vibration

- **Impact NO-1:** The Project would not result in substantial groundborne vibration or groundborne noise levels.
- **Impact NO-2:** Project operations would not result in the exposure of persons to, or generation of, noise levels in excess of standards or a substantial increase in ambient noise levels in the Project vicinity.
- **Impact NO-3:** Construction of the Project would not result in a substantial temporary increase in ambient noise levels at the closest residential receptors, and would not expose persons to substantial noise levels in excess of standards established in the Noise Ordinance (Article 29 of the Police Code).
- **Impact C-NO:** The Project would not have significant cumulative noise impacts.

Air Quality

- **Impact AQ-1:** The Project would not create objectionable odors that would affect a substantial number of people.
- **Impact AQ-3:** The Project's construction activities would generate TACs, including DPM, but would not expose sensitive receptors to substantial pollutant concentrations.
- **Impact C-AQ:** The Project could result in cumulative air quality impacts associated with criteria pollutant and precursor emissions and health risks, but the Project's contribution would not be cumulatively considerable.

Greenhouse Gas Emissions

- **Impact C-GG-1:** The Project would generate greenhouse gas emissions during Project construction and operation, but not at levels that would result in a significant impact on the environment or conflict with any policy, plan, or regulation adopted for the purpose of reducing greenhouse gas emissions.

Wind and Shadow

- **Impact WS-1:** The Project would not alter wind in a manner that substantially affects public areas.
- **Impact WS-2:** The Project would not create new shadow in a manner that could substantially affect outdoor recreation facilities or other public areas.

- **Impact C-WS:** The Project would not have significant cumulative wind and shadow impacts.

Recreation

- **Impact RE-1:** The Project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facilities.
- **Impact C-RE:** The Project would not have a significant cumulative impact on recreation.

Utilities and Service Systems

- **Impact UT-1:** The Project would not result in construction or expansion of water or wastewater treatment facilities, exceed wastewater treatment requirements, or stormwater drainage facilities, exceed wastewater requirements, or result in a determination by the wastewater treatment provider that there is insufficient capacity to serve the Project.
- **Impact UT-2:** The Project would have sufficient water supply available, and would not require new or expanded water supply resources or entitlements.
- **Impact UT-3:** The Project would be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs.
- **Impact UT-4:** The Project would comply with all applicable statutes and regulations related to solid waste.
- **Impact UT-5:** The Project's construction would not result in a substantial adverse effect related to disruption, relocation, or accidental damage to existing utilities.
- **Impact C-UT:** The Project would not have a significant cumulative impact on utilities and service systems.

Biological Resources

- **Impact BI-2:** The Project would not have a substantial adverse effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the CDFW or USFWS.
- **Impact BI-3:** The Project would not have a substantial adverse effect on federally protected wetlands, as defined by Section 404 of the Clean Water Act.
- **Impact BI-4:** The Project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

Geology and Soils

- **Impact GE-1:** The Project would not expose people or structures to substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, seismic groundshaking, or seismically induced ground failure.
- **Impact GE-2:** The Project would not result in substantial soil erosion or the loss of topsoil.
- **Impact GE-3:** The Project is not located on a geologic unit or soil that is unstable, or that could become unstable as a result of the Project.
- **Impact C-GE:** The Project would not have a significant cumulative impact related to geologic hazards.

Hydrology and Water Quality

- **Impact HY-1:** Project construction would not violate any water quality standards or waste discharge requirements or otherwise degrade water quality.
- **Impact HY-2:** Project operation would not contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems, provide substantial an additional sources of polluted runoff, or, with the exception of potentially violating water quality standards, otherwise substantially degrade water quality.
- **Impact HY-3:** The Project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level.
- **Impact HY-4:** The Project would not alter the existing drainage pattern of the area in a manner that would result in substantial erosion, siltation, or flooding on or off the site.
- **Impact C-HY-1:** The Project would not have a significant cumulative hydrology and water quality impact.

Hazards and Hazardous Materials

- **Impact HZ-1:** Project construction would not result in a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.
- **Impact HZ-2:** The Project would be constructed on a site identified on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 but excavation activities would not expose workers and the public to adverse effects from release of hazardous materials.
- **Impact HZ-3:** Reconfiguration of the chemical building interior would not expose workers and the public to hazardous building materials including asbestos-containing materials, lead-

based paint, PCBs, bis(2-ethylhexyl) phthalate (DEHP), and mercury, or result in a release of these materials into the environment during construction.

- **Impact HZ-4:** The Project would not result in adverse effects related to hazardous emissions or handling of acutely hazardous materials within ¼ mile of an existing school.
- **Impact HZ-5:** The Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.
- **Impact C-HZ-1:** The Project would not have a significant cumulative impact related to hazardous materials.

Mineral and Energy Resources

- **Impact ME-1:** The Project would not encourage activities that result in the use of large amounts of fuel, water, or energy, or use of these resources in a wasteful manner.
- **Impact C-ME:** The Project would not have significant cumulative mineral and energy impacts.

III. POTENTIALLY SIGNIFICANT OR SIGNIFICANT IMPACTS THAT CAN BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL THROUGH MITIGATION AND THE DISPOSITION OF THE MITIGATION MEASURES

CEQA requires agencies to adopt mitigation measures that would avoid or substantially lessen a project's identified significant impacts or potentially significant impacts if such measures are feasible (unless mitigation to such levels is achieved through adoption of a project alternative). The findings in this Section III and in Section IV concern mitigation measures set forth in the EIR. These findings discuss mitigation measures as proposed in the EIR and recommended for adoption by the SFPUC, which can be implemented by the SFPUC as set forth in **Exhibit A** in the MMRP. The mitigation measures proposed for adoption in this section and referenced following each Project impact discussed in this Section III, are the same as the mitigation measures identified in the Final EIR for the Project. The full text of each mitigation measure listed in this section is contained in the Final EIR and in **Exhibit A**, the MMRP. The Commission finds that for the reasons set forth in the Final EIR and elsewhere in the record, the impacts identified in this section would be reduced to a less-than-significant level through implementation of the mitigation measures identified in this section. The Commission hereby adopts these mitigation measures and urges the SFPUC to adopt the mitigation measures.

Project Impacts

Cultural Resources

Impact CP-2: The proposed project could cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5. (Less than Significant with Mitigation)

Based on the results of the background research, geoarchaeological assessment, and survey results, there is generally, throughout the CEQA Area of Potential Effect, a low potential for uncovering archaeological resources during Project construction. However, it is possible that previously unrecorded and buried (or otherwise obscured) archaeological deposits could be discovered during Project construction. Excavation, grading, and the movement of heavy construction vehicles and equipment could expose and cause impacts on unknown archaeological resources, which would be a *significant* impact. The impact would be reduced to a less-than-significant level through mitigation measure M-CP-2, which requires avoidance measures or appropriate treatment of cultural resources if accidentally discovered.

- *Mitigation Measure M-CP-2, Accidental Discovery of Archaeological Resources*

Impact CP-3: The Project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. (Less than Significant with Mitigation)

Ground-disturbing activities associated with the construction of the recycled water treatment plant would extend about 23 feet into the Colma Formation, a geologic unit with a high paleontological sensitivity. Vertebrate fossils, including parts of mammoths and bison, have been found in the Colma Formation in San Francisco. Given the sensitivity of the Colma Formation and the depth of excavation, the Project could adversely impact paleontological resources at the water treatment plant site, a *significant* impact. The impact would be reduced to a less-than-significant level through mitigation measure M-CP-3, which requires the contractor to stop all ground disturbance within 50 feet if a paleontological resource is encountered and to implement actions to investigate the discovery and recover fossil remains by a qualified professional before ground-disturbing activities can resume.

- *Mitigation Measure M-CP-3, Accidental Discovery of Paleontological Resources*

Impact CP-4: The proposed Project could accidentally disturb human remains, including those interred outside of formal cemeteries. (Less than Significant with Mitigation)

Based on the background research, geological assessment, and survey results, there is a low potential for Project construction to uncover human remains, except for the Project area adjacent to the Golden Gate Cemetery (see Impact CP-5). Although no known human burials have been identified within the Project site, the possibility of encountering human remains cannot be entirely discounted. Earthmoving activities associated with Project construction could result in direct impacts on previously undiscovered human remains. Therefore, the disturbance to human remains could be a *significant* impact. The impact would be reduced to a less-than-significant level through mitigation measure M-CP-4, which requires avoidance measures or the appropriate treatment of human remains if accidentally discovered.

- *Mitigation Measure M-CP-4, Accidental Discovery of Human Remains*

Impact CP-5: Construction of the Project along Clement Street from 36th Avenue to 39th Avenue on the south side of Lincoln Park could disturb human remains associated with the historic-period Golden Gate Cemetery. (Less than Significant with Mitigation)

The Project borders the boundary of Lincoln Park, the location of the historic-period Golden Gate Cemetery where 19th century inhabitants of San Francisco were buried. Past projects in the area have uncovered human remains, which have provided a wealth of information about the overall health of these former inhabitants. While there is a slight potential for the Project to uncover human remains, the disturbance of remains would be a *significant* impact. The impact would be reduced to a less-than-significant level with the implementation of mitigation measure M-CP-5, which requires the development of a monitoring program to monitor for the presence of human remains in the historic-period during construction and to take specific steps to comply with legal requirements and to take mitigation actions to recover historically important data.

- *Mitigation Measure M-CP-5, Archeological Monitoring Program*

Air Quality

Impact AQ-2: The Project's construction activities would generate fugitive dust and criteria air pollutants, and could violate an air quality standard or contribute substantially to an existing or projected air quality violation. (Less than Significant with Mitigation)

When the construction schedules of components of the Project overlap, NOx emissions could exceed the BAAQMD's 54 pounds/day significance criterion, a *significant* impact. Mitigation measure M-AQ-2 would reduce the Project's combined construction-related criteria pollutant emissions below the significance criteria by using construction equipment with Tier 3 engines or better, reducing the impact to less than significant.

- *Mitigation Measure M-AQ-2, Construction Emissions Minimization*

Biological Resources

Impact BI-1: The Project would potentially have a substantial adverse effect, either directly or through habitat modifications, on species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS. (Less than Significant with Mitigation)

The overall potential of the Project area to support special-status fish or plant species is considered low because the Project area lacks suitable habitat. Several special-status animals might use habitat in certain parts of the Project area or vicinity for roosting, foraging, or breeding purposes, including California red-legged frog, western pond turtle, Yuma myotis, western red bat, and hoary bat. In addition, there are a number of native resident and migratory bird species protected under federal and State legislation with the potential to use trees, shrubs, and other habitats as well as buildings within the Project area for nesting and foraging.

Existing trees at the Oceanside WPCP facility and the California Army National Guard property, and in the vicinity of the Central Pump Station, could support native nesting birds. Removal and/or relocation of trees with active nests and construction noise and activity adjacent to such trees during bird nesting season could result in nest abandonment, destruction, injury or mortality of nestlings and disruption of reproductive

behavior during the breeding season, including mortality of individual birds, such as red-shouldered hawk, red-tailed hawk, Cooper's hawk, or American kestrel, a *significant* impact. Implementation of mitigation measure M-BI-1a would reduce potential impacts on special-status birds to a less-than-significant level by requiring surveys of the Project site to identify nests and protection of nesting birds.

Vegetation clearing (including tree removal) at the Oceanside WPCP and the Central Pump Station could result in direct mortality of special-status bats. Direct mortality of special-status bats would be a *significant* impact. Mitigation measure BI-1b would require surveys of the Project site within two weeks of tree removal. With implementation of M-BI-1b, the impact on roosting bats would be reduced to less than significant.

Due to the proximity of aquatic habitats to the Lake Merced, North Lake, and Central Pump Station well facility sites, western pond turtle and California red-legged frog could utilize upland habitat where the Project construction activities will occur. If California red-legged frog or western pond turtle are present, they could be injured or killed, a *significant* impact. Mitigation measure M-BI-1c would mitigate the effect by requiring pre-construction surveys within 14 days of the construction activity. With implementation of mitigation measure M-BI-1c, the impact would be less than significant.

- *Mitigation Measure M-BI-1a, Nesting Bird Protection Measures*
- *Mitigation Measure M-BI-1b, Avoidance and Minimization Measures for Special-Status Bats*
- *Mitigation Measure M-BI-1c, Avoidance and Minimization Measures for California Red-Legged Frog and Western Pond Turtle*

Cumulative Impacts

Cultural Resources

Impact C-CP: The Project could result in cumulatively considerable impacts related to historical, archaeological, paleontological resources or human remains. (Less than Significant with Mitigation)

Cumulative projects in the Project vicinity could adversely affect the same cultural resources affected by the Project and the Project could make a considerable contribution to a cumulative cultural resource impact, a *significant* impact. The Project's impacts, however, are site specific and implementation of site-specific mitigation measures M-CP-2, M-CP-3, M-CP-4 and M-CP-5 would reduce Project impacts such that the Project's contribution to this cumulative impact would be less than significant.

- *Mitigation Measure M-CP-2, Accidental Discovery of Archaeological Resources*
- *Mitigation Measure M-CP-3, Accidental Discovery of Paleontological Resources*
- *Mitigation Measure M-CP-4, Accidental Discovery of Human Remains*
- *Mitigation Measure M-CP-5, Archeological Monitoring Program*

Biological Resources

Impact C-BI-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity, could result in significant cumulative impacts on biological resources. (Less than Significant with Mitigation)

Construction of the Project has the potential to adversely affect special-status species, if present, including California red-legged frog, western pond turtle, special-status bats, and native nesting birds. It is assumed that the cumulative projects including the past cumulative projects have already caused substantial adverse cumulative changes to biological resources in San Francisco; the Project area was converted from its original sand dune habitat to current uses. Current and reasonably foreseeable projects could have construction-related impacts if construction occurs at the same time as the Project. These projects include the Vista Grande Drainage Basin Improvement Plan, the Parkmerced Project, and the San Francisco Groundwater Supply Project. The Project's contribution to cumulative impacts on biological resources would be cumulatively considerable, a *significant* impact. However, with the implementation of Project-level mitigation measures to reduce impacts to these species, the Project's incremental contribution to potential cumulative impacts on biological resources would not be cumulatively considerable (less than significant).

- *Mitigation Measure M-BI-1a, Nesting Bird Protection Measures*
- *Mitigation Measure M-BI-1b, Avoidance and Minimization Measures for Special-Status Bats*
- *Mitigation Measure M-BI-1c, Avoidance and Minimization Measures for California Red-Legged Frog and Western Pond Turtle*

IV. SIGNIFICANT IMPACTS THAT CANNOT BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL

WSIP Impact

Based on substantial evidence in the whole record of these proceedings, the Commission finds that, where feasible, changes or alterations have been required or incorporated into the SFRW Project to reduce the significant environmental impacts as identified in the Final EIR for the Project. All Project-specific impacts will be reduced to a less-than-significant level with the implementation of the mitigation measures proposed in the Final EIR and set forth in the MMRP, attached hereto as **Exhibit A**.

The Commission further finds, however, that the Project is a component of the WSIP and, therefore, will contribute to the significant and unavoidable impact caused by the WSIP water supply decision. For the WSIP impact listed below, the effect remains significant and unavoidable. The Commission determines that the following significant impact on the environment, as reflected in the Final PEIR, is unavoidable, but under Public Resources Code Section 21081(a) (3) and (b), and CEQA Guidelines Sections 15091(a) (3), 15092(b) (2) (B), and 15093, the Commission determines that the impact is acceptable due to the

overriding considerations described in Section VI below. This finding is supported by substantial evidence in the record of this proceeding.

The WSIP PEIR and the SFPUC's Resolution No. 08-0200 related to the WSIP water supply decision identified three significant and unavoidable impacts of the WSIP: *Impact 5.4.1-2- Stream Flow: Effects on flow along Alameda Creek below the Alameda Creek Division Dam*; *Impact 5.5.5-1-Fisheries: Effects on fishery resources in Crystal Springs reservoir (Upper and Lower)*; and *Impact 7-1-Indirect growth inducing impacts in the SFPUC service area*. Mitigation measures that were proposed in the PEIR were adopted by this Commission for these impacts; however, the mitigation measures could not reduce all the impacts to a less than significant level, and these impacts were determined to be significant and unavoidable. The SFPUC has already adopted the mitigation measures proposed in the PEIR to reduce these impacts when it approved the WSIP in its Resolution No. 08-0200. The SFPUC also adopted a Mitigation Monitoring and Reporting Program as part of that approval. The findings regarding the three impacts and mitigation measures for these impacts set forth in Resolution No. 08-0200 are incorporated into these findings by this reference, as though fully set forth in these CEQA Findings.

Subsequent to the certification of the PEIR, the Planning Department has conducted more detailed, site-specific review of two of the significant and unavoidable water supply impacts identified in the PEIR. In the case of *Impact 5.5.5-1*, the Project-level fisheries analysis in the Lower Crystal Springs Dam Improvement Project Final EIR modifies the PEIR impact determination based on more detailed site-specific data and analysis and determined that impacts on fishery resources due to inundation effects would be less than significant. Project-level conclusions supersede any contrary impact conclusions in the PEIR. The SFPUC adopted CEQA Findings with respect to the approval of the Lower Crystal Springs Dam Improvement Project in Resolution No. 10-0175. The CEQA Findings in Resolution No. 10-0175 related to the impacts on fishery resources due to inundation effects are incorporated into these findings by this reference, as though fully set forth in these CEQA Findings.

In the case of *Impact 5.4.1-2*, the project level analysis in the Calaveras Dam Replacement project Final EIR modifies the PEIR determination and concludes that the impact related to stream flow along Alameda Creek between the diversion dam and the confluence with Calaveras Creek (PEIR Impact 5.4.1-2) will be less than significant based on more detailed, site-specific modeling and data. Project-level conclusions supersede any contrary impact conclusions in the PEIR. The SFPUC adopted CEQA Findings with respect to the approval of the Calaveras Dam Improvement Project in Resolution No. 11-0015. The CEQA Findings in Resolution No. 11-0015 related to the impacts on fishery resources due to inundation effects are incorporated into these findings by this reference, as though fully set forth in these CEQA Findings.

The remaining significant and unavoidable water supply impact listed in Resolution No. 08-0200 is as follows, relating to *Impact 7-1*:

Potentially Significant and Unavoidable WSIP Water Supply and System Operation Impact

- **Growth:** Indirect growth-inducement impacts in the SFPUC service area.

V. EVALUATION OF PROJECT ALTERNATIVES

This section describes the Project as well as alternatives and the reasons for approving the Project and for rejecting the alternatives as infeasible. CEQA mandates that an EIR evaluate a reasonable range of alternatives to the Project or the Project location that generally reduce or avoid potentially significant impacts of the Project. CEQA requires that every EIR also evaluate a "No Project" alternative. Alternatives provide a basis of comparison to the Project in terms of their significant impacts and their ability to meet Project objectives. This comparative analysis is used to consider reasonable, potentially feasible options for minimizing environmental consequences of the Project.

A. Reasons for Approval of the Project

The overall goals of the WSIP for the regional water system are to:

- Maintain high-quality water and a gravity-driven system.
- Reduce vulnerability to earthquakes – deliver basic service to the three regions in the service area within 24 hours and restore facilities to meet average-day demand within 30 days after a major earthquake.
- Increase delivery reliability – allow planned maintenance shutdown without customer service interruption and minimize risk of service interruption from unplanned outages.
- Meet customer water supply needs through 2018 – meet average annual water purchase requests during non-drought years and meet dry-year delivery needs while limiting rationing to a maximum 20 percent systemwide; diversify water supply options during non-drought and drought years and improve use of new water resources, including the use of groundwater, recycled water, conservation and transfers.
- Enhance sustainability.
- Achieve a cost-effective, fully operational system.

The Project would help meet WSIP level-of-service goals and system performance objectives. Specific objectives of the Project are to:

- Diversify the SFPUC's water supplies by developing recycled water.
- Develop a new water supply in San Francisco that is both reliable and drought resistant.
- Reduce the use of potable water and groundwater for irrigation and other nonpotable uses by supplying those demands with recycled water.

not be converted to potable groundwater well facilities unless and until another source of water for irrigation and lake fill can be found.

The No Project Alternative would not meet any of the project objectives, which are to diversify the SFPUC's water supplies by developing recycled water, develop a new water supply in San Francisco that is both reliable and drought resistant, and reduce the use of potable water and groundwater for irrigation and other nonpotable uses by supplying those demands with recycled water. Also, it would fail to meet the WSIP goals and objectives that rely directly on the contribution of the Project to fulfill systemwide level of service objectives. If the Project is not constructed, the SFPUC's water supply portfolio would not include up to 2 mgd of recycled water. It would also prevent the SFPUC from implementing the second phase of SFPUC's Groundwater Supply Project, which would produce 1.0 to 1.5 mgd of groundwater. This phase of the project cannot be implemented until another source of water besides groundwater is provided to Golden Gate Park for irrigation and lake refill. The SFPUC would be limited in its ability to meet its adopted WSIP seismic delivery and water supply reliability goals, particularly in the San Francisco region, because of reduced water supply in San Francisco.

Under the No Project Alternative, current conditions would continue and all construction-related impacts would be avoided. Consequently, there would be no potential to encounter previously unrecorded and buried archaeological deposits, archeological resources, human remains, or legally-significant prehistoric depositions within the Colma Formation at the Oceanside WPCP. No construction activities means that fugitive dust and criteria pollutant emissions would not occur and there would be no construction-related effects or disturbance to special-status species, including the California red-legged frog, western pond turtle, nesting birds and roosting bats. While the No Project Alternative would avoid or reduce impacts that would occur compared to those of the Project, the Project impacts would be fully mitigated through the adoption of identified mitigation measures. The only unmitigated impact that would occur with the Project is the Project's contribution to the WSIP impact of indirect impacts related to growth. To the extent that the 2 mgd of water supply from the Project contributes to growth, the Project's contribution to the indirect impacts associated with growth would not occur with the No Project Alternative.

The Commission rejects the No Project Alternative as infeasible because it would not meet any of the project objectives, and because it would jeopardize the SFPUC's ability to meet the adopted WSIP goals and objectives as set forth in SFPUC Resolution No. 08-0200.

Alternative B: Project Design Alternative, would locate the recycled water treatment plant at the San Francisco Zoo overflow parking lot, a 2.3 acre site north of the Oceanside WPCP and east of the Great Highway. Under the Project as proposed, the site would be used for construction staging. Storage and pumping facilities that under the Project would be located at the Central Reservoir site in Golden Gate Park would instead be located with the recycled water treatment plant at the San Francisco Zoo overflow parking lot. Under this Alternative, distribution pipelines would avoid Route 35/Skyline Boulevard and streets adjacent to Sunset Boulevard and instead, distribution pipelines would run from the San Francisco Zoo overflow parking lot north to Wawona Street, then east to 34th Street, and north up 34th Street into Golden Gate Park. Construction activities would be sequenced and staggered, reducing the amount of concurrent construction and extending the overall Project construction duration. Staging would not occur

The WSIP aims to provide a total of 10 mgd annual average of water supply from recycled water, groundwater, and conservation projects to meet retail demand in San Francisco. Of this amount, the WSIP project description indicated that approximately 4 mgd annual average would be derived from recycled water projects in San Francisco. This Project would provide up to 2 mgd of recycled water; currently identified customers are estimated to use 1.6 mgd. Also, this Project would enable implementation of the SFPUC's Groundwater Supply Project, approved by the SFPUC in December, 2013. The SFPUC's Groundwater Supply Project calls for installation of new groundwater wells to recover 2.5 to 3.0 mgd of groundwater in the first phase and conversion of existing irrigation wells in Golden Gate Park to potable use, providing 1.0 to 1.5 mgd of groundwater in the second phase. The second phase cannot occur until recycled water is available for Golden Gate Park landscaping or until another landscaping water source is identified. Thus the Project would also help meet the WSIP goal of providing approximately 4 mgd annual average of water supply from groundwater.

This increase in water supply would improve the SFPUC's ability to deliver water to its customers in San Francisco during both drought and non-drought periods. The Project will help the SFPUC to diversify its water supply portfolio, which largely consists of imported surface water. It would add up to 2 mgd from recycled water to the SFPUC water supply, and enable implementation of the second phase the SFPUC's Groundwater Supply Project, which would provide 1.0 to 1.5 mgd of groundwater to the SFPUC's potable water supply. The proposed Project is a fundamental component of the SFPUC's WSIP and is needed to fully meet WSIP goals and objectives, in particular those for seismic reliability, delivery reliability, and water supply reliability.

B. Alternatives Rejected and Reasons for Rejection

The Commission rejects the alternatives set forth in the Final EIR and listed below because the Commission finds that there is substantial evidence, including evidence of economic, legal, social, technological, and other considerations described in this section in addition to those described in Section VI below under CEQA Guidelines 15091(a)(3), that make such Alternatives infeasible. In making these infeasibility determinations, the Commission is aware that CEQA defines "feasibility" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors." The Commission is also aware that under CEQA case law the concept of "feasibility" encompasses (i) the question of whether a particular alternative promotes the underlying goals and objectives of a project, and (ii) the question of whether an alternative is "desirable" from a policy standpoint to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.

Under the No Project Alternative, the SFRW Project would not be constructed or operated. The proposed recycled water treatment, storage, and distribution facilities would not be constructed and 1.6 mgd of recycled water would not be produced or delivered to customers to offset potable demand. Existing irrigation demand at Golden Gate Park, Lincoln Park, and the Presidio, as well as lake refill would continue to be met with existing potable sources and groundwater. The two existing irrigation wells in Golden Gate Park that are part of the second phase of the SFPUC's Groundwater Supply Project would

at Harding Road and Herbst Road. Other aspects of the Project would remain unchanged and the Project would be able to produce the same 5 mgd peak flow amount, or 2 mgd annual average amount of recycled water.

This Alternative reduces impacts on cultural resources in several ways. As a result of decreasing the area of construction activities slightly by consolidating the treatment and storage facilities to one area at the San Francisco Zoo overflow parking lot instead of at the Oceanside WPCP and Central Reservoir sites, the impacts on unknown archaeological resources and human remains would be reduced. This Alternative would eliminate the potential impacts to paleontological resources because it would avoid construction in the Colma Formation below the Oceanside WPCP site. As a result of reducing impacts on cultural resources, the Alternative would make less of a contribution to cumulative impacts on cultural resources.

The daily impact on air quality would be less under Alternative B than the Project. By construction sequencing and staggering construction activities, Alternative B would reduce the amount of fugitive dust and criteria pollutants emitted at one time, thereby reducing the potential to exceed regulatory thresholds based on emissions per day. However, the total amount of construction would not be reduced and the total amount of air pollution would be the same as for the Project.

Alternative B would reduce impacts on biological resources. Fewer impacts could occur to nesting birds because trees would not need to be removed between the Oceanside WPCP and the California National Guard property. Also, vegetation clearing at the Central Reservoir site would be avoided as would disturbance of trees on Route 35/Skyline Boulevard and Sunset Avenue. Pipeline construction that would instead occur on Wawona Street and 34th Avenue would disturb few trees. Alternative B also would reduce impacts on roosting bats by reducing construction near trees in the vicinity of the Oceanside WPCP, Lake Merced, and the Central Pump Station site where bats are thought most likely to roost. Finally, the elimination of construction near Lake Merced, along Route 35/Skyline Boulevard, and near Harding and Herbst Roads, and elimination of most construction around the Central Reservoir site, would reduce impacts on the Western Pond turtle and California red-legged frog, which may be found in upland habitat in these areas. The only remaining areas where these species may be found, at Metson and Lloyd Lakes in Golden Gate Park would have minimal construction nearby, limited to installation of pipeline distribution lines. As a result of reduced impacts on biological resources under Alternative B, the contribution to cumulative impacts to biological resources also would be reduced as compared to the Project.

This Alternative also would increase certain impacts as compared to the Project and result in different impacts than the Project in the areas of noise, traffic, and energy use. Alternative B would increase construction and operational noise levels in the vicinity of the San Francisco Zoo by moving the construction activities and facilities approximately 900 feet closer to Zoo facilities as compared to the Project. Increased noise could negatively impact Zoo animals. Operational noise impacts might be reduced through noise reduction berms.

Shifting the location of construction of the recycled water treatment plant could increase truck traffic along the Great Highway and potentially require lane detours. Also, relocating distribution pipelines from

Route 35/Skyline Boulevard and Sunset Avenue to Wawona Street and 34th Avenue would cause an increase in traffic on narrower roadways, possibly increasing traffic impacts.

Finally, locating the recycled water storage reservoir at the Zoo parking lot instead of at the Central Reservoir site would require additional energy to pump recycled water over longer distances and elevations to customers north of the Central Reservoir site. Under the Project, four 100 horsepower pumps (one standby) would be installed at the Central Reservoir site in a new pump station to pump recycled water from the Central Reservoir to users in Golden Gate Park and north. There also would be three pumps with motors of up to 200 horsepower to pump recycled water from the treatment facility to the Central Reservoir site. Under Alternative B, a new pump station would be installed instead at the Zoo parking lot site, with three or more up to 400 horsepower pumps installed to pump recycled water to all the planned distribution points. By comparison, Alternative B would require more energy to distribute the recycled water to the same planned distribution points.

The Project Design Alternative would meet all of the Project objectives and WSIP goals and objectives, although completion of the Project would be delayed due to a longer construction schedule. It is also possible that future treatment plant operations would be restricted because of proximity to the Zoo facilities and concern by the Zoo of disruption to Zoo activities and disturbance of animals.

The Commission rejects the Project Design Alternative as infeasible. While the Project Design Alternative would reduce some impacts to cultural resources, biological resources, and air quality, all of the Project impacts that it would reduce will be reduced to less than significant levels under the Project with the implementation of adopted mitigation measures. The Project Design Alternative will increase other impacts in the areas of noise and traffic. It is possible that such effects, if significant, could be mitigated but may affect Project operations. Alternative B also would increase energy use by requiring the pumping of recycled water over a longer distances and elevations than under the Project, resulting in energy waste. Thus, the Project Design Alternative does not have a clear environmental benefit over the Project as the Project would mitigate its impacts and it is unclear whether the increased impacts of the Project Design Alternative can be fully mitigated.

Most problematic from a feasibility perspective is the fact that the SFPUC does not have control over the proposed site for the co-located recycled water treatment plant, pump station, and water storage facilities at the San Francisco Zoo overflow parking lot. The parking lot is under the management of the San Francisco Recreation and Parks Department with the premises leased to the nonprofit San Francisco Zoological Society. The SFPUC would need the consent of the San Francisco Zoo and the San Francisco Recreation and Parks Departments to obtain use of the site. The SFPUC has been informed that the Zoo has plans to use the site for necessary Zoo operations, including meeting stringent animal isolation and testing requirements. The San Francisco Zoo and the Recreation and Parks Departments are therefore, unlikely to readily agree to the SFPUC taking over use of the site.

Under the circumstances, the Commission finds that the Project Design Alternative is not feasible as the site is currently and in the future projected to be needed by the San Francisco Zoo for its own operations. In addition, even if the San Francisco Zoo and the Recreation and Parks Departments might eventually agree to the SFPUC's use of the site, the SFPUC is faced with an unpredictable period of delay in

is both reliable and drought resistant, and reduce the use of potable water and groundwater for irrigation and other nonpotable uses by supplying those demands with recycled water. However, by reducing the capacity of the recycled water treatment plant, Alternative C would not provide the full amount of recycled water supply provided under the Project so the degree to which it would meet the last of these objectives would be reduced somewhat. Alternative C would enable implementation of the SFPUC's Groundwater Supply Project, approved by the SFPUC in December, 2013, because it would provide recycled water to Golden Gate Park, facilitating the implementation of the second phase of the SFPUC's Groundwater Supply Project, which calls for conversion of existing irrigation wells in Golden Gate Park to potable use, providing 1.0 to 1.5 mgd of groundwater.

However, Alternative C would only partially meet the WSIP goals and objectives that rely directly on the contribution of the Project to fulfill systemwide level of service objectives. The WSIP aims to provide a total of 10 mgd annual average of water supply from recycled water, groundwater, and conservation projects to meet retail demand in San Francisco. Of this amount, the WSIP project description indicated that approximately 4 mgd annual average would be derived from recycled water projects in San Francisco. The Project would provide up to 2 mgd of recycled water on an annual average basis, and 5 mgd peak day flow, but under Alternative C this would be reduced to 1.7 mgd annual average and 3.8 mgd peak day flow. Under the project, currently identified customers have a demand of 1.6 mgd annual average and 4 mgd peak-day, but customer served would be reduced to those with a demand of 1.38 mgd annual average and 2.81 mgd peak day. Customers at Lincoln Park and the Presidio that could use recycled water would continue to use potable water sources for irrigation.

To the extent that Alternative C fails to fully satisfy WSIP identified water supply goals and objectives as approved under SFPUC Resolution 08-0200, it would limit the SFPUC's ability to provide water to customers during both drought and non-drought periods and may prevent the SFPUC from limiting rationing during drought periods to a maximum 20 percent systemwide. Customers in San Francisco would be most affected as water supply in the city would be reduced during peak demand periods by up to 1.2 mgd. As a result, the SFPUC may need to revise the WSIP goals and objectives or develop additional water supply projects.

Environmentally Superior Alternative. The Reduced Project Alternative would be the Environmentally Superior Alternative, other than the No Project Alternative. The Reduced Project Alternative would not increase any impacts and it would reduce impacts on cultural resources and biological resources. Also, it would reduce energy use and reduce the total amount of air pollution produced by the Project.

The Reduced Project Alternative would still contribute to the WSIP's significant and unavoidable indirect impact related to growth, but to a lesser degree than for the Project, as it would provide 0.3 mgd less of water supply on an annual average basis that could contribute to growth.

The Commission rejects the Reduced Project Alternative as infeasible because it will not allow the SFPUC to fully meet WSIP goals and objectives. Additionally, although this alternative would generally meet the SFPUC's objectives for the Project, it would not satisfy the Project's third objective to the same degree as the Project, namely to reduce the use of potable water and groundwater for irrigation and other nonpotable uses by supplying those demands with recycled water. Likewise, it would only partially meet

implementing the Project. Finally, the Project Design Alternative would result in minimal to no benefit to the environment. All Project impacts, with the exception of the WSIP-related impact to growth are mitigable. On the other hand, the Project Design Alternative would cause energy waste and it would have the same WSIP-related impact to growth. For all of these reasons, the Commission rejects the Project Design Alternative as infeasible.

Alternative C: Reduced Project Alternative

The Reduced Project Alternative would eliminate recycled water supply to Lincoln Park and the Presidio. Under the Reduced Project Alternative, a new underground storage reservoir and pump station would not be constructed at the Central Reservoir site and distribution pipelines north of the Central Reservoir would be eliminated. The size of the recycled water treatment plant and storage at the Oceanside WPCP would be reduced somewhat and the construction duration would be shorter. As a result of these changes from the Project, the recycled water treatment plant would have a reduced peak-day capacity of 3.8 mgd instead of 5 mgd and an annual average capacity of 1.7 mgd instead of 2.0 mgd.

This Alternative reduces impacts on cultural resources in several ways. First, as a result of eliminating recycled water supply to Lincoln Park, significant potential impacts on human remains that may be associated with the former Golden Gate Cemetery site (e.g. Lincoln Park) would be avoided. Second, construction of a smaller recycled water supply treatment plant, eliminating new storage and pumping facilities at the Central Reservoir site, and eliminating distribution pipelines north of the Central Reservoir reduces the area of excavation, reducing potential exposure to unknown archeological resources and unknown human remains. Third, constructing a smaller recycled water treatment plant reduces potential impacts to paleontological resources that may be found in the Colma Formation as less excavation in that area would be required. Finally, by reducing cultural resource impacts, the contribution to cumulative impacts on cultural resources also would be reduced.

Alternative C would not reduce the daily impact on air quality, but because total construction activities are reduced, the total volume of air pollution emitted during construction is less under Alternative C than the Project.

Alternative C would reduce impacts on biological resources. Fewer impacts could occur to nesting birds, California red-legged frog and western pond turtle as a result of reduced construction activities at the Central Reservoir site where these species could be impacted. As a result of reduced impacts on biological resources under Alternative C, this alternative would make less of a contribution to cumulative impacts to biological resources as compared to the Project.

Alternative C also would reduce energy usage as compared to the Project because it would eliminate the need to pump recycled water to Lincoln Park and the Presidio from the Central Reservoir site. Alternative C would also reduce the contribution to the WSIP's indirect growth inducing impact by reducing the amount of water that could be supplied to a growing population.

Alternative C: Reduced Project Alternative would meet the Project objectives, which are to diversify the SFPUC's water supplies by developing recycled water, develop a new water supply in San Francisco that

the WSIP goals and objectives, which rely directly on the up to 2 mgd of local recycled water supply on the west side of San Francisco that the Project would provide to fulfill systemwide level of service objectives. The total average yield under normal operations for the Reduced Project Alternative would be 1.7 mgd, causing the SFPUC to fall short of the 2 mgd annual water supply designed for the Project and the WSIP identified supply need of 4 mgd from local recycled water supply by 2018. Although the SFPUC originally envisioned that the 4 mgd of recycled water would supply customers on the west side of San Francisco and now the SFPUC expects the west side recycled water demand to be somewhat reduced, the SFPUC has not revised its originally WSIP goal of obtaining 4 mgd from recycled water and is exploring recycled water supply options on the east side of the City. Thus, if the Project were sized below the Project size of 2 mgd annual average, and designed not to serve Lincoln Park and the Presidio, some viable recycled water supply customers on the west side of San Francisco would not be able to make use of recycled water and instead would need to continue to use groundwater or imported surface water for irrigation and other nonpotable uses. Such a situation would be contrary to the WSIP goal of diversifying water supply options and improving use of new water resources, such as recycled water. For these reasons, the Commission rejects the Reduced Yield Alternative as infeasible.

VI. STATEMENT OF OVERRIDING CONSIDERATIONS

Pursuant to CEQA Section 21081 and CEQA Guidelines Section 15093, the Commission hereby finds, after consideration of the Final EIR and the evidence in the record, that each of the specific overriding economic, legal, social, technological and other benefits of the Project as set forth below, independently and collectively outweighs the significant and unavoidable impacts and is an overriding consideration warranting approval of the Project. Any one of the reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the Commission will stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are incorporated by reference into this section, and in the documents found in the Record of Proceedings, as defined in Section I.

On the basis of the above findings and the substantial evidence in the whole record of this proceeding, the Commission specifically finds that there are significant benefits of the Project in spite of the unavoidable significant impacts, and therefore makes this Statement of Overriding Considerations. The Commission further finds that, as part of the process of obtaining Project approval, all significant effects on the environment from implementation of the Project have been eliminated or substantially lessened where feasible. All mitigation measures proposed in the Final EIR for the Project are adopted as part of this approval action. Furthermore, the Commission has determined that any remaining significant effects on the environment found to be unavoidable are acceptable due to the following specific overriding economic, technical, legal, social, and other considerations.

The Project will have the following benefits:

- The Project will expand and diversify the SFPUC's water supply portfolio to increase system reliability, particularly for retail customers in San Francisco. The Project provides an additional 2

mgd of water supply from other than imported surface water, the main water supply source in the SFPUC water system.

- The Project will increase the use of local water supply sources. The Project provides 2 mgd of recycled water to irrigators on the Westside of San Francisco who are now using imported potable surface water or groundwater for irrigation.
- The Project will reduce dependence on imported surface water. The Project provides 2 mgd from local recycled water.
- The Project, by providing recycled water for irrigation and lake refill in Golden Gate Park will enable the implementation of the second phase of the SFPUC's San Francisco Groundwater Supply Project, which will provide 1.0 to 1.3 mgd of potable groundwater supply.

In addition, the Project will further the WSIP's goals and objectives. As part of the approval of Resolution 08-2000, the SFPUC adopted a Statement of Overriding Considerations as to why the benefits of the WSIP outweighed the significant and unavoidable impacts associated with the WSIP. This Statement of Overriding Considerations is relevant to the significant and unavoidable impact related to growth-inducement to which this Project contributes. The findings regarding the Statement of Overriding Considerations set forth in Resolution No. 08-2000 are incorporated into these findings by this reference, as though fully set forth in these CEQA Findings. In addition, for the particular reasons set forth below, this Project helps to implement the following benefits of the WSIP:

- Implementation of the WSIP will reduce vulnerability to earthquakes. The WSIP includes many features that are designed to improve the seismic safety and reliability of the water system as a means of saving human life and property under a catastrophic earthquake scenario or even a disaster scenario not rising to the level of catastrophe. Effecting the improvements to assure the water system's continued reliability, and developing it as part of a larger, integrated water security strategy, is critical to the Bay Area's economic security, competitiveness and quality of life. This Project provides a critical source of water – local recycled water – that will be available even if it is not possible for a period of time to obtain imported surface water from the SFPUC's regional water system.
- The WSIP would meet SFPUC customer water supply needs by providing 265 mgd of retail and wholesale customer purchases from the SFPUC watersheds, and meet or offset the remaining 20 mgd through conservation, recycled water, and groundwater in the retail and wholesale service areas through 2018. Ten mgd of this would be met, as proposed under the WSIP, through conservation, recycled water, and groundwater projects in San Francisco, and 10 mgd would be met through local conservation, recycled water and groundwater in the wholesale service area. Of the 10 mgd that would come from projects in San Francisco, the WSIP identifies 4 mgd from local recycled water. This Project would provide up to 2 mgd of this critical 4 mgd of local recycled water. In addition, by providing recycled water to Golden Gate Park, this Project will enable implementation of the second phase of the SFPUC's San Francisco Groundwater Supply Project, which will provide 1.0 to 1.3 mgd of potable groundwater for San Francisco residents, water that is currently used for irrigation and lake refill in Golden Gate Park.

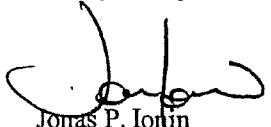
- The WSIP will substantially improve use of new water sources and drought management, including use of groundwater, recycled water, conservation, and transfers. A critical part of the WSIP is to provide water from new sources other than from imported surface water from the Hetch Hetchy Valley or watersheds in Alameda County and the Peninsula. This Project is important to meeting the WSIP goal of providing local recycled water in San Francisco.
- The WSIP projects are designed to meet applicable federal and state water quality requirements. This Project, which will produce recycled water by treating sanitary sewage with microfiltration/ultrafiltration, reverse osmosis, and ultraviolet light disinfection, will provide recycled water that meets or exceeds the California Department of Public Health requirements for disinfected tertiary recycled water.
- The WSIP will diversify water supply options during non-drought and drought periods. The Project supports this WSIP objective by providing up to 2 mgd of local recycled water during both drought and non-drought periods.

Having considered these benefits, including the benefits discussed in Section I above, the Commission finds that the benefits of the Project and the Project's furtherance of the WSIP goals and objectives outweigh the unavoidable adverse environmental effects, and that the adverse environmental effects are therefore acceptable.

DECISION

That based upon the Record, the submissions of the SFPUC, the Department and SFPUC staff, and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **ADOPTS** findings under the California Environmental Quality Act, including rejecting alternatives as infeasible, adopting a Statement of Overriding Considerations, and **ADOPTS** a Mitigation Monitoring and Reporting Program, attached as **Exhibit A**.

I hereby certify that the Planning Commission **ADOPTED** the foregoing Motion on September 3, 2015.


Jonas P. Iorin
Commission Secretary

AYES: Fong, Wu, Antonini, Hillis, Johnson, Moore, Richards

NAYS:

ABSENT:

ADOPTED: September 3, 2015



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Resolution No.19444

GENERAL PLAN REFERRAL

HEARING DATE SEPTEMBER 3, 2015

Case No.: 2015-007190GPR
Project: San Francisco Westside Recycled Water Project
Zoning: P (Public) Zoning District
OS (Open Space) Height and Bulk District
Block/lot: 7281/007
Project Sponsor: SF Public Utilities Commission
c/o Scott MacPherson
525 Golden Gate Avenue
San Francisco, CA 94102
Staff Contact: Audrey Desmuke – (415) 575-9136
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ADOPTING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND WITH THE PRIORITY POLICIES OF PLANNING CODE SECTION 101.1 FOR THE PROPOSED WESTSIDE RECYCLED WATER PLANT PROJECT AND FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, Section 4.105 of the City Charter and 2A.53 of Administrative Code require General Plan referrals to the Planning Commission (hereinafter "Commission") for certain matters, including determination as to whether the lease or sale of public property, the vacation, sale or change in the use of any public way, transportation route, ground, open space, building, or structure owned by the City and County, would be in-conformity with the General Plan prior to consideration by the Board of Supervisors.

On January 17, 2008, the San Francisco Public Utilities Commission ("Project Sponsor") submitted an Environmental Evaluation Application to the Planning Department ("Department"), Case No. 2008.0091E, in connection with a project to provide an average of up to 4 million gallons per day ("mgd") of groundwater from the Westside Groundwater Basin to augment San Francisco's municipal water supply. The San Francisco Westside Recycled Water Plant Project, meant to diversify the SFPUC's water supply by developing recycled water, develop a new water supply in San Francisco that is both reliable and drought resistant and reduce the use of potable water and groundwater for irrigation and other nonpotable uses by supplying those demands with recycled water; is located at the SFPUC's Oceanside Water

Pollution Control Plan (WPCP) and within a portion of the adjacent California Army National Guard site ("SFRW Project" or "Project").

On June 5, 2008, and September 8, 2010, the Department issued a Notice of Preparation of an Environmental Impact Report ("NOP") for the Project, and, in response to comments received, revised the location of certain project elements and published a revised NOP on July 16, 2014.

On March 18, 2015, the Department published the Draft Environmental Impact Report ("DEIR" or "Draft EIR") for the Project and provided public notice in a newspaper of general circulation of the availability of the DEIR for public review and comment. The DEIR was available for public comment from March 18, 2015 through May 4, 2015.

The San Francisco Planning Commission held a public hearing on the DEIR on April 23, 2015 at a regularly scheduled meeting to solicit public comment regarding the DEIR.

The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the public review period for the DEIR, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period. This material was presented in a Draft Comments and Responses ("C & R") document, published on August 20, 2015, distributed to the Planning Commission and all parties who commented on the DEIR, and made available to others upon request at the Department.

A Final Environmental Impact Report ("FEIR" or "Final EIR") was prepared by the Department, consisting of the Draft EIR and the C&R document.

Project Environmental Impact Report files have been made available for review by this Commission and the public. These files are available for public review at the Planning Department at 1650 Mission Street, and are part of the record before this Commission.

On September 3, 2015, the Planning Commission reviewed and considered the Final EIR and found that the contents of the report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code section 21000 et seq.) ("CEQA"), 14 California Code of Regulations sections 15000 et seq. ("CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

The Commission found the Final EIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and approved the Final EIR for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2008.0091E, at 1650 Mission Street, Fourth Floor, San Francisco, California.

Department staff prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the Project and these materials were made available to the public and this Commission for this Commission's review, consideration and action.

PROJECT DESCRIPTION

By this action, the Planning Commission adopts and implements the SFRW Project identified in the Final EIR. Specifically, the Project adopted by the Planning Commission includes the following:

- Construction of a recycled water treatment plant at the SFPUC's Oceanside Water Pollution Control Plant (WPCP) and within a portion of the adjacent California Army National Guard site. Recycled water produced at this facility would be used in Golden Gate Park for irrigation and as fill water for Golden Gate Park lakes; and for irrigation in the Panhandle portion of the park; Lincoln Park Golf Course, and various areas of the Presidio. The treatment plant would have an annual average production capacity of up to 2 million gallons per day (mgd) and sized to meet peak-day demands of up to 5 mgd.
- Construction of a transmission pipeline primarily along 36th Avenue that would run between the proposed recycled water treatment plant at the Oceanside WPCP and the existing Central Reservoir in Golden Gate Park. The pipeline would deliver the recycled water from the Oceanside WPCP to the areas of use.
- Construction of transmission pipelines between the Central Reservoir and Lincoln Park and the Presidio and the adjacent Golden Gate Park Panhandle.
- Construction of an expanded underground reservoir to provide additional storage capacity and a new pump station to provide increased pumping capacity at the Central Reservoir site.

PROJECT OBJECTIVES

The three main objectives of the SFRW Project are:

- Diversify the SFPUC's water supply by developing recycled water.
- Develop a new water supply in San Francisco that is both reliable and drought resistant.
- Reduce the use of potable water and groundwater for irrigation and other nonpotable uses by supplying those demands with recycled water.

In addition, the Project is part of the SFPUC's adopted Water System Improvement Program ("WSIP") adopted by the SFPUC on October 30, 2008 (see Section C.1). The WSIP consists of over 70 local and regional facility improvement projects that would increase the ability of the SFPUC's water supply system to withstand major seismic events and prolonged droughts and

to meet estimated water-purchase requests in the service areas. With the exception of the water supply goal, the overall WSIP goals and objectives are based on a planning horizon through 2030. The water supply goal to meet delivery needs in the SFPUC service area is based on a planning horizon through 2018. The overall goals of the WSIP for the regional water system are to:

- Maintain high-quality water.
- Reduce vulnerability to earthquakes.
- Increase water delivery reliability.
- Meet customer water supply needs.
- Enhance sustainability.
- Achieve a cost-effective, fully operational system.

The Project would help meet WSIP level-of-service goals and system performance objectives. These goals include providing a total of 10 mgd annual average of water supply from recycled water, groundwater, and conservation projects to meet retail demand in San Francisco. Of this amount, the WSIP project description indicated that approximately 4 mgd annual average would be derived from recycled water projects in San Francisco. This Project would provide up to 2 mgd of recycled water; currently identified customers are estimated to use 1.6 mgd. This Project would also enable implementation of the SFPUC's Groundwater Supply Project, approved by the SFPUC in December, 2013. The SFPUC's Groundwater Supply Project calls for installation of new groundwater wells to recover 2.5 to 3.0 mgd of groundwater in the first phase and conversion of existing irrigation wells in Golden Gate Park to potable use, providing 1.0 to 1.5 mgd of groundwater in the second phase. The second phase cannot occur until recycled water is available for Golden Gate Park landscaping or until another landscaping water source is identified. Thus the Project would also help meet the WSIP goal of providing approximately 4 mgd annual average of water supply from groundwater.

ENVIRONMENTAL REVIEW

On September 3, 2015, the Planning Commission (hereinafter "Commission") conducted a public hearing on the Final Environmental Impact Report (EIR) for the Project. The Commission reviewed and considered the EIR and found the contents of said report and the procedures through which the EIR was prepared, publicized and reviewed complied with the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*) ("CEQA"), the CEQA Guidelines (14 Cal. Code Reg. section 15000 *et seq.*), and Chapter 31 of the San Francisco Administrative Code.

On September 3, 2015, the Commission certified the Final EIR by Motion No. 19442. Additionally, the Commission adopted approval findings, including findings rejecting

alternatives, and making a statement of overriding considerations, and adopted a mitigation monitoring and reporting program ("MMRP") pursuant to CEQA by Motion No. 19443, which findings and MMRP are incorporated by this reference as though fully set forth in this Motion.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

The proposal addresses the following relevant objectives and policies of the General Plan:

ENVIRONMENTAL PROTECTION ELEMENT

OBJECTIVE 5

ASSURE A PERMANENT AND ADEQUATE SUPPLY OF FRESH WATER TO MEET THE PRESENT AND FUTURE NEEDS OF SAN FRANCISCO.

The City and County of San Francisco owns and operates one of the most extensive water and power systems in the world. At present, the supply of fresh water generated by the Hetch Hetchy/Water Department system is more than adequate. Current projections indicate that the present system will meet San Francisco's needs until the year 2020. Over the years, the consumption of fresh water in the city has risen substantially: over 100 percent between 1940 and 1971. This increase in water consumption is primarily due to commercial expansion and has occurred despite a decline in San Francisco's resident population since 1950.

Hetch Hetchy and the SFPUC should continue their excellent planning program to assure that the water supply will adequately meet foreseeable consumption demands. To this end, the City should be prepared to undertake the necessary improvements and add to the Hetch Hetchy/SFPUC system in order to guarantee the permanent supply. Furthermore, San Francisco should continually review its commitments for the sale of water to suburban areas in planning how to meet future demand.

POLICY 5.1

Maintain an adequate water distribution system within San Francisco.

The project implements this policy. The proposed project would diversify and increase the reliability of San Francisco's water supply. It would provide an average of up to 4 million gallons per day of groundwater to augment San Francisco's municipal water supply.

PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1

The San Francisco Westside Recycled Water Plant Project is consistent with Planning Code Section 101.1(b) Priority Policies as follows:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced. *The Project would preserve current neighborhood-serving retail uses and enhance future opportunities for residential employment in or ownership of such businesses. The Project would diversify and increase the reliability of San Francisco's water supply. A reliable and drought-tolerant water supply is essential for the preservation and enhancement of the neighborhood-serving retail uses.*
2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhood. *The Project would conserve neighborhood character. The Oceanside WPCP and Golden Gate Park Central Reservoir locations are not located in any residential or commercial neighborhoods and would not affect housing or neighborhood character. The remainder of the Project would consist of underground pipelines.*
3. That the City's supply of affordable housing be preserved and enhanced. *The Project would preserve the City's supply of affordable housing by diversifying and increasing the reliability of the City's water supply. The Project would not affect the development of affordable housing as the Project sites would not be located on residentially zoned parcels.*
4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking. *The Project would not increase commuter traffic and therefore would not impede Municipal Railway (MUNI) transit service or overburden the streets or neighborhood parking. Operation of the recycled water treatment plant would require approximately four full-time employees, while the operation and maintenance of other Project facilities would utilize existing SFPUC employees. As such, commuter traffic would not increase notably that would impede MUNI services or the streets.*
5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for residential employment and ownership in these sectors be enhanced. *The Project would not affect the existing economic base in this area. Project would protect the diversity of retail and service uses already existing in the City by diversifying and increasing the reliability of the water supply.*
6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake. *The Project would diversify and increase the reliability of San Francisco's water supply, which would improve the City's preparedness for an earthquake. Moreover, the Project would be designed and constructed to comply with applicable San Francisco Municipal Code standards to ensure public safety in the event of an earthquake.*

7. That landmarks and historic buildings be preserved. *The Project would not affect designated landmarks or buildings. Golden Gate Park is a registered Historic District; however, the proposed Project would not affect any landmarks or historic buildings within Golden Gate Park, or affect any contributors to the historic district. The Central Reservoir location in Golden Gate Park does not contain any historical landmarks or buildings, and the adjacent yard area is currently used as a wood waste storage and composting facility. Distribution pipelines are located within existing rights-of-way, and construction of pipeline would not alter the historical circulation system of Golden Gate Park. The Oceanside WPCP was completed in 1994 and is not considered a historic structure.*

8. That our parks and open space and their access to sunlight and vistas be protected from development. *The Project would involve construction of underground pipelines under various roadway and a new pump station in the Central Reservoir location within Golden Gate Park. Siting a pumping station at the Golden Gate Park Central Reservoir location would not reduce Golden Gate Park recreation use areas as this site is not used for recreation. Similarly, new pipelines within Golden Gate Park would not reduce any recreation use areas.*

The Project would not affect the parks' access to vistas and sunlight. New pipelines would be underground. Within Golden Gate Park, the new pumping station would be approximately 20 feet tall. This would not affect any significant vistas and no new shade would be created, as the new pumping station would be in an area surrounded by trees that are higher than 20 feet tall.

The Project would provide an irrigation supply for both Golden Gate and Lincoln Parks and ornamental lake supply for Golden Gate Park, which would contribute to the upkeep of existing recreation areas for both parks. For the reasons stated above, the Project would not affect public parks and open spaces.

The Commission conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed findings of General Plan conformity on September 3, 2015.

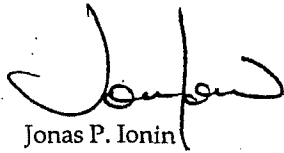
On September 3, 2015, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting to consider the General Plan Referral application, Case No. 2008.0091R. The Commission heard and considered public testimony presented at the hearing and has further considered written and oral testimony provided by Department staff and other interested parties.

NOW THEREFORE BE IT RESOLVED that the Commission hereby adopts the CEQA Findings set forth in No. 19443 and finds the proposed SFRW Project, as described above, to be consistent with the General Plan of the City and County of San Francisco, including, but not limited to the Environmental Protection Element, and is consistent with the eight Priority Policies in City Planning Code Section 101.1 for reasons set forth in this motion.

Resolution No. 19444
Hearing Date: September 3, 2015

CASE NO. 2015-007190GPR
San Francisco Westside Recycled Water Project

I hereby certify that the foregoing Motion was adopted by the Commission at its meeting on September 3, 2015.



Jonas P. Ionin
Commission Secretary

AYES: Fong, Wu, Antonini, Hillis, Johnson, Moore, Richards

NOES:

ABSENT:

ADOPTED: September 3, 2015

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PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 15-0187

WHEREAS, San Francisco Public Utilities Commission (SFPUC) staff developed a project description under the Water System Improvement Program (WSIP) for meeting water supply demands, otherwise known as Project No. CUW30201, San Francisco Westside Recycled Water Project, in the City and County of San Francisco, California; and

WHEREAS, The objectives of the Project are to construct a new recycled water treatment facility, pump station, underground reservoir and associated pipelines and that would produce and deliver up to 2 million gallons per day of recycled water for irrigation, lake fill, and other non-potable uses, to diversify the SFPUC's water supply portfolio and increase the use of local water supply sources; and

WHEREAS, A Final Program Environmental Impact Report (PEIR) was prepared for the WSIP and certified by the Planning Commission on October 30, 2008 by Motion No. 17734; and

WHEREAS, Thereafter, the SFPUC approved the WSIP and adopted findings and a Mitigation Monitoring and Reporting Program (MMRP) as required by California Environmental Quality Act (CEQA) on October 30, 2008 by Resolution No. 08-200; and

WHEREAS, The PEIR has been made available for review by the SFPUC and the public, and is part of the record before this Commission; and

WHEREAS, The Planning Department prepared an EIR for the Project that is tiered from the PEIR, as authorized by and in accordance with CEQA and the CEQA Guidelines; and

WHEREAS, On September 3, 2015, the San Francisco Planning Commission reviewed and considered the Final Environmental Impact Report (FEIR) for the Project in Planning Department File No. 2008.0091E, consisting of the Draft Environmental Impact Report (EIR) and the Responses to Comments document, and found that the contents of said report and the procedures through which the FEIR was prepared, publicized and reviewed complied with the provisions of the CEQA, the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code, and found further that the FEIR reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Responses to Comments document contains no significant revisions to the Draft EIR, and certified the completion of said FEIR in compliance with CEQA and the CEQA Guidelines in its Motion No. M-19442; and

WHEREAS, The Planning Commission, also on September 3, 2015, adopted CEQA Findings, including a statement of overriding considerations and an MMRP by Motion No. M-19443. The Planning Department found the Project consistent with the General Plan on September 3, 2015; and

WHEREAS, This Commission has reviewed and considered the information contained in the FEIR, all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for the Project and the EIR; and

WHEREAS, The Project and FEIR files have been made available for review by the SFPUC and the public, and those files are part of the record before this Commission; and

WHEREAS, The Planning Department, Timothy Johnston, is the custodian of records, located in File No. 2008.0091E, at 1650 Mission Street, Fourth Floor, San Francisco, California; and

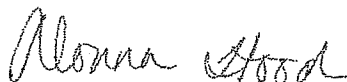
WHEREAS, SFPUC staff prepared proposed findings, as required by CEQA, (CEQA Findings) and a proposed MMRP, which material was made available to the public and the Commission for the Commission's review, consideration and action; now, therefore, be it

RESOLVED, That this Commission has reviewed and considered the FEIR, finds that the FEIR is adequate for its use as the decision-making body for the actions taken herein, and hereby adopts the CEQA Findings, including the Statement of Overriding Considerations, attached hereto as Attachment A and incorporated herein as part of this Resolution by this reference thereto, and adopts the MMRP attached to this Resolution as Attachment B and incorporated herein as part of this Resolution by this reference thereto; and be it

FURTHER RESOLVED, That the General Manager, or his designee, is authorized to apply for, accept and execute required approvals from State agencies, including but not limited to, California Regional Water Quality Control Board, California Department of Transportation, and California Coastal Commission, and any other regulatory approvals as required. To the extent that the terms and conditions of the necessary approvals will require SFPUC to indemnify other parties, those indemnity obligations are subject to review and approval by the San Francisco Risk Manager. The General Manager is authorized to agree to such terms and conditions that are within the lawful authority of the agency to impose, in the public interest, and, in the judgment of the General Manager, in consultation with the City Attorney, are reasonable and appropriate for the scope and duration of the required approval, as necessary for the Project; and be it

FURTHER RESOLVED, That this Commission hereby approves Project No. CUW30201, San Francisco Westside Recycled Water Project, and authorizes staff to proceed with actions necessary to implement the Project; provided, that staff returns to the Commission to seek: approval of necessary agreements with the Recreation and Park Department, Presidio Trust, California Army National Guard, and San Francisco Zoological Society; authorization for State Revolving Fund and State Water Recycling Fund financing; Board of Supervisor's approval, where required; and award of construction contracts.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of September 8, 2015.



Secretary, Public Utilities Commission

Attachment A

San Francisco Westside Recycled Water Project

California Environmental Quality Act Findings: Findings of Fact, Evaluation of Mitigation Measures and Alternatives, and Statement of Overriding Considerations

San Francisco Public Utilities Commission

In determining to approve the San Francisco Westside Recycled Water Project ("SFRW Project" or "Project") described in Section I, Project Description, below, the San Francisco Public Utilities Commission ("SFPUC") makes and adopts the following findings of fact and decisions regarding mitigation measures and alternatives, and adopts the statement of overriding considerations, based on substantial evidence in the whole record of this proceeding and under the California Environmental Quality Act ("CEQA"), California Public Resources Code Sections 21000 et seq., particularly Sections 21081 and 21081.5, the Guidelines for Implementation of CEQA ("CEQA Guidelines"), 14 California Code of Regulations Sections 15000 et seq., particularly Sections 15091 through 15093, and Chapter 31 of the San Francisco Administrative Code.

This document is organized as follows:

Section I provides a description of the Project proposed for adoption, the environmental review process for the Project (San Francisco Westside Recycled Water Project Environmental Impact Report, Planning Department Case No., 2008.0091E, State Clearinghouse No. 2008052133) (the "Final EIR" or "EIR"), the approval actions to be taken and the location of records;

Section II identifies the impacts found not to be significant that do not require mitigation;

Section III identifies potentially significant impacts that can be avoided or reduced to less-than-significant levels through mitigation and describes the disposition of the mitigation measures;

Section IV identifies significant impacts that cannot be avoided or reduced to less-than-significant levels and describes any applicable mitigation measures as well as the disposition of the mitigation measures;

Section V evaluates the different Project alternatives and the economic, legal, social, technological and other considerations that support approval of the Project and the rejection of alternatives, or elements thereof, analyzed; and

Section VI presents a statement of overriding considerations setting forth specific reasons in support of the Commission's actions and rejection of the alternatives not incorporated into the Project.

The Mitigation Monitoring and Reporting Program ("MMRP") for the mitigation measures that have been proposed for adoption is attached with these findings as **Attachment B to Resolution No. 15-0187**. The MMRP is required by CEQA Section 21081.6 and CEQA Guidelines Section 15091. Attachment B provides a table setting forth each mitigation measure listed in the Final Environmental Impact Report for the Project ("Final EIR") that is required to reduce or avoid a significant adverse impact. Attachment B also specifies the agency responsible for implementation of each measure and establishes monitoring actions and a monitoring schedule. The full text of the mitigation measures is set forth in Attachment B.

These findings are based upon substantial evidence in the entire record before the Commission. The references set forth in these findings to certain pages or sections of the Draft Environmental Impact Report ("Draft EIR" or "DEIR") or the Comments and Responses document ("C&R") in the Final EIR are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

I. Approval of the Project

A. Project Description

By this action, the SFPUC adopts and implements the SFRW Project identified in the Final EIR. Specifically, the Project adopted by the SFPUC includes the following:

- Construction of a recycled water treatment plant at the SFPUC's Oceanside Water Pollution Control Plant (WPCP) and within a portion of the adjacent California Army National Guard site. Recycled water produced at this facility would be used in Golden Gate Park for irrigation and as fill water for Golden Gate Park lakes; and for irrigation in the Panhandle portion of the park; Lincoln Park Golf Course, and various areas of the Presidio. The treatment plant would have an annual average production capacity of up to 2 million gallons per day (mgd) and sized to meet peak-day demands of up to 5 mgd.
- Construction of a transmission pipeline primarily along 36th Avenue that would run between the proposed recycled water treatment plant at the Oceanside WPCP and the existing Central Reservoir in Golden Gate Park. The pipeline would deliver the recycled water from the Oceanside WPCP to the areas of use.
- Construction of transmission pipelines between the Central Reservoir and Lincoln Park and the Presidio and the adjacent Golden Gate Park Panhandle.
- Construction of an expanded underground reservoir to provide additional storage capacity and a new pump station to provide increased pumping capacity at the Central Reservoir site.

B. Project Objectives

The three main objectives of the SFRW Project are:

- Diversify the SFPUC's water supply by developing recycled water.
- Develop a new water supply in San Francisco that is both reliable and drought resistant.
- Reduce the use of potable water and groundwater for irrigation and other nonpotable uses by supplying those demands with recycled water.

In addition, the Project is part of the SFPUC's adopted Water System Improvement Program ("WSIP") adopted by this Commission on October 30, 2008 (see Section C.1). The WSIP consists of over 70 local and regional facility improvement projects that would increase the ability of the SFPUC's water supply system to withstand major seismic events and prolonged droughts and to meet estimated water-purchase requests in the service areas. With the exception of the water supply goal, the overall WSIP goals and objectives are based on a planning horizon through 2030. The water supply goal to meet delivery needs in the SFPUC service area is based on a planning horizon through 2018. The overall goals of the WSIP for the regional water system are to:

- Maintain high-quality water.
- Reduce vulnerability to earthquakes.
- Increase water delivery reliability.
- Meet customer water supply needs.
- Enhance sustainability.
- Achieve a cost-effective, fully operational system.

The Project would help meet WSIP level-of-service goals and system performance objectives. These goals include providing a total of 10 mgd annual average of water supply from recycled water, groundwater, and conservation projects to meet retail demand in San Francisco. Of this amount, the WSIP project description indicated that approximately 4 mgd annual average would be derived from recycled water projects in San Francisco. This Project would provide up to 2 mgd of recycled water; currently identified customers are estimated to use 1.6 mgd. This Project would also enable implementation of the SFPUC's Groundwater Supply Project, approved by the SFPUC in December, 2013. The SFPUC's Groundwater Supply Project calls for installation of new groundwater wells to recover 2.5 to 3.0 mgd of groundwater in the first phase and conversion of existing irrigation wells in Golden Gate Park to potable use, providing 1.0 to 1.5 mgd of groundwater in the second phase. The second phase cannot occur until recycled water is available for Golden Gate Park landscaping or until another landscaping water source is identified. Thus the Project would also help meet the WSIP goal of providing approximately 4 mgd annual average of water supply from groundwater.

C. Environmental Review

1. *Water System Improvement Program Environmental Impact Report*

On October 30, 2008, the SFPUC approved the Water System Improvement Program (also known as the "Phased WSIP") with the objective of repairing, replacing, and seismically upgrading the system's aging pipelines, tunnels, reservoirs, pump stations, and storage tanks (SFPUC, 2008; SFPUC Resolution No. 08-0200). The WSIP improvements span seven counties—Tuolumne, Stanislaus, San Joaquin, Alameda, Santa Clara, San Mateo, and San Francisco (see SFPUC Resolution No. 08-0200).

To address the potential environmental effects of the WSIP, the San Francisco Planning Department prepared a Program EIR ("PEIR"), which was certified by the San Francisco Planning Commission on October 30, 2008 (Motion No. 17734). At a project-level of detail, the PEIR evaluated the environmental impacts of the WSIP's water supply strategy and, at a program level of detail, it evaluated the environmental impacts of the WSIP's facility improvement projects. The PEIR contemplated that additional project-level environmental review would be conducted for the facility improvement projects, including the San Francisco Recycled Water Project.

2. *San Francisco Westside Recycled Water Project Environmental Impact Report*

In accordance with Sections 15063 and 15082 of the CEQA Guidelines, the Environmental Planning ("EP") staff of the San Francisco Planning Department, as lead agency, sent a first and then a revised Notice of Preparation ("NOP") to interested entities and individuals to begin the formal CEQA scoping process for the Project on June 5, 2008, and September 8, 2010, respectively. Following the 2010 NOP scoping period, the SFPUC in response to public feedback evaluated alternative possible sites, resulting in a revised Project proposal for which the Planning Department issued a revised NOP/Initial Study (IS) on July 16, 2014 with the scoping period ending on August 15, 2014. The NOP was distributed to interested parties that had received the initial NOPs, public agencies, additional interested parties and landowners/occupants located in the vicinity of the Project facilities, and was posted on the Planning Department's website and placed in the legal classified section of the San Francisco Chronicle.

The San Francisco Planning Department received nine comments on the scope of the EIR either at the scoping meeting or in writing following the 2014 scoping meeting. The comment inventories for all three NOPs are included in the Scoping Report in Appendix A of the EIR along with the IS.

EP then prepared the Draft EIR, which described the Project and the environmental setting, identified potential impacts, presented mitigation measures for impacts found to be significant or potentially significant, and evaluated Project alternatives. The Draft EIR analyzed the impacts associated with each of the key components of the Project, and identified mitigation measures applicable to reduce impacts found to be significant or potentially significant for each key component. It also included an analysis of three alternatives to the Project. In assessing

construction and operational impacts of the Project, the EIR considered the impacts of the Project as well as the cumulative impacts associated with the proposed Project in combination with other past, present, and future actions that could affect the same resources.

Each environmental issue presented in the Draft EIR was analyzed with respect to significance criteria that are based on EP guidance regarding the environmental effects to be considered significant. EP guidance is, in turn, based on CEQA Guidelines Appendix G, with some modifications.

The Draft EIR was circulated for public comment from March 18, 2015 through May 4, 2015. A public hearing on the Draft EIR to accept written or oral comments was held at the San Francisco Planning Commission meeting at San Francisco City Hall on April 23, 2015. During the public review period, EP received written comments sent through the mail, fax, or email. A court reporter was present at the public hearing, transcribed the public hearing verbatim, and prepared a written transcript.

EP then prepared the C&R document, which provided written responses to each comment received on the Draft EIR. The C&R document was published on August 19, 2015 and included copies of all of the comments received on the Draft EIR and individual responses to those comments. The C&R provided additional, updated information and clarification on issues raised by commenters, as well as SFPUC and Planning Department staff-initiated text changes to address Project updates. The Planning Commission reviewed and considered the Final EIR, which includes the Draft EIR and the C&R document, and all of the supporting information. The Final EIR provided augmented and updated information presented in the Draft EIR, on the following topics: Project description, cultural resources, transportation and circulation, air quality, hydrology and water quality, biological resources, and Project alternatives. This augmentation and update of information in the Draft EIR did not constitute new information or significance that altered any of the conclusions of the EIR.

In certifying the Final EIR, the Planning Commission determined that none of the factors are present that would necessitate recirculation of the Final EIR under CEQA Guidelines Section 15088.5. The Final EIR contains no information revealing (1) any new significant environmental impact that would result from the Project or from a new mitigation measure proposed to be implemented, (2) any substantial increase in the severity of a previously identified environmental impact, (3) any feasible Project alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Project, but that was rejected by the Project's proponents, or (4) that the Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. This Commission concurs in that determination.

The Commission finds that the Project is within the scope of the Project analyzed in the Final EIR and the Final EIR fully analyzed the Project proposed for approval. No new impacts have been identified that were not analyzed in the Final EIR.

D. Approval Actions

1. San Francisco Planning Commission Actions

On August 13, 2015, the Planning Commission certified the Final EIR.

The Planning Commission also adopts CEQA Findings, makes General Plan consistency findings, and issues a Coastal Development Permit.

2. San Francisco Public Utilities Commission Actions

The SFPUC is taking the following actions and approvals to implement the Project:

- Adopts these CEQA findings and the attached Mitigation Monitoring and Reporting Program.
- Approves the Project, as described in these findings, and authorizes the General Manager or his designee to obtain necessary permits, consents, agreements and approvals as set forth in the Commission's Resolution No. 15-0187 approving the Project to which this Attachment A is attached. Approvals include entering into an agreement with the San Francisco Recreation and Parks Commission ("SFRPD") for construction in and use of SFRPD-managed land for recycled water facilities and pipelines.

3. San Francisco Recreation and Parks Commission

The Recreation and Parks Commission adopts CEQA Findings and approves an agreement with SFPUC for construction, operation and maintenance of recycled water facility structures and pipelines on park lands.

4. San Francisco Board of Supervisors Actions

The Planning Commission's certification of the Final EIR may be appealed to the Board of Supervisors. If appealed, the Board of Supervisors will determine whether to uphold the certification or to remand the Final EIR to the Planning Department for further review.

The San Francisco Board of Supervisors adopts CEQA Findings, approves an allocation of bond monies to pay for implementation of the Project, and approves the recycled water facility structures in Golden Gate Park.

5. Other – Federal, State, and Local Agencies

Implementation of the Project will involve consultation with or required approvals by other local, state, and federal regulatory agencies, including (but not limited to) the following:

- Other San Francisco City entities, including the Department of Public Works, and the San Francisco Municipal Transportation Agency

- California Army National Guard (lease amendment)
- California State Water Resources Control Board (loan approval; stormwater and recycled water discharges)
- California Department of Transportation (encroachment permit)
- California Coastal Commission (coastal permit)
- Presidio Trust (water supply agreement)
- U.S. Environmental Protection Agency and Regional Water Quality Control Board (NPDES permit)

To the extent that the identified mitigation measures require consultation or approval by these other agencies, this Commission urges these agencies to assist in implementing, coordinating, or approving the mitigation measures, as appropriate to the particular measure.

E. Contents and Location of Records

The record upon which all findings and determinations related to the Project are based ("Record of Proceedings") includes the following:

- The Draft EIR and all documents referenced in or relied upon by the EIR. (The references in these findings to the EIR or Final EIR include both the Draft EIR and the Comments and Responses document.)
- The PEIR for the Phased WSIP Variant, which is incorporated by reference in the SFRW Project EIR.
- All information (including written evidence and testimony) provided by City staff to the SFPUC and Planning Commission relating to the EIR, the Project, and the alternatives set forth in the EIR.
- All information (including written evidence and testimony) presented to the SFPUC and the Planning Commission by the environmental consultant and sub-consultants who prepared the EIR or that was incorporated into reports presented to the SFPUC.
- All information presented at any public hearing or workshop related to the Project and the EIR.
- The Mitigation Monitoring and Reporting Program.
- All other documents available to the SFPUC and the public, comprising the administrative record pursuant to Public Resources Code Section 21167.6(e).

The SFPUC has relied on all of the information listed above in reaching its decision on the Project, even if not every document was formally presented to the SFPUC. Without exception, these documents fall into one of two categories. Many documents reflect prior planning or legislative decisions that the SFPUC was aware of in approving the Project. Other documents influenced the expert advice provided to Planning Department staff or consultants, who then provided advice to the SFPUC. For these reasons, such documents form part of the underlying factual basis for the SFPUC's decisions relating to the adoption of the Project.

The public hearing transcript, a copy of all letters regarding the Draft EIR received during the public review period, the administrative record, and background documentation for the Final EIR are available at the San Francisco Planning Department, 1650 Mission Street, San Francisco. **Jonas P. Ionin**, Commission Secretary, is the Custodian of Records for the Planning Department. Materials concerning approval of the Project and adoption of these findings are contained in SFPUC files, SFPUC Project No. CUW30102 in the Bureau of Environmental Management, San Francisco Public Utilities Commission, 525 Golden Gate Avenue, San Francisco, California 94102. The Custodian of Records is **Scott MacPherson**. All files have been available to the SFPUC and the public for review in considering these findings and whether to approve the Project.

F. Findings about Significant Environmental Impacts and Mitigation Measures

The following Sections II, III, and IV set forth the SFPUC's findings about the Final EIR's determinations regarding significant environmental impacts and the mitigation measures proposed to address them. These findings provide the written analysis and conclusions of the SFPUC regarding the environmental impacts of the Project and the mitigation measures included as part of the Final EIR and adopted by the SFPUC as part of the Project. To avoid duplication and redundancy, and because the SFPUC agrees with, and hereby adopts, the conclusions in the Final EIR, these findings will not repeat the analysis and conclusions in the Final EIR but instead incorporate them by reference and rely upon them as substantial evidence supporting these findings.

In making these findings, the SFPUC has considered the opinions of SFPUC staff and experts, other agencies, and members of the public. The SFPUC finds that (i) the determination of significance thresholds is a judgment decision within the discretion of the City and County of San Francisco; (ii) the significance thresholds used in the EIR are supported by substantial evidence in the record, including the expert opinion of the EIR preparers and City staff; and (iii) the significance thresholds used in the EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project. Thus, although, as a legal matter, the SFPUC is not bound by the significance determinations in the EIR (see Public Resources Code, Section 21082.2, subdivision (e)), the SFPUC finds them persuasive and hereby adopts them as its own.

These findings do not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, a full explanation of these environmental findings and conclusions can be found in the Final EIR, and these findings hereby incorporate by reference the

discussion and analysis in the Final EIR supporting the determination regarding the project impact and mitigation measures designed to address those impacts. In making these findings, the SFPUC ratifies, adopts and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

As set forth below, the SFPUC adopts and incorporates all of the mitigation measures set forth in the Final EIR and the attached MMRP to substantially lessen or avoid the potentially significant and significant impacts of the Project. The SFPUC intends to adopt each of the mitigation measures proposed in the Final EIR. Accordingly, in the event a mitigation measure recommended in the Final EIR has inadvertently been omitted in these findings or the MMRP, such mitigation measure is hereby adopted and incorporated in the findings below by reference. In addition, in the event the language describing a mitigation measure set forth in these findings or the MMRP fails to accurately reflect the mitigation measures in the Final EIR due to a clerical error, the language of the policies and implementation measures as set forth in the Final EIR shall control. The impact numbers and mitigation measure numbers used in these findings reflect the information contained in the Final EIR.

In Sections II, III and IV below, the same findings are made for a category of environmental impacts and mitigation measures. Rather than repeat the identical finding dozens of times to address each and every significant effect and mitigation measure, the initial finding obviates the need for such repetition because in no instance is the SFPUC rejecting the conclusions of the Final EIR or the mitigation measures recommended in the Final EIR for the Project.

II. Impacts Found Not To Be Significant and Thus Do Not Require Mitigation

Under CEQA, no mitigation measures are required for impacts that are less than significant (Public Resources Code, Section 21002; CEQA Guidelines, Sections 15126.4, subdivision (a)(3), 15091). Based on the evidence in the whole record of this proceeding, the SFPUC finds that the implementation of the Project either does not apply or will result in no impacts in the following areas: (1) Population and Housing: displace existing housing units or people or require new housing; (2) Transportation and Circulation: change air traffic patterns; (3) Noise: expose people to airplane noise or be substantially affected by existing noise levels; (4) Air Quality: create objectionable odors; (5) Recreation: create a need for new facilities; (6) Utilities and Service Systems: conflict with solid waste regulations; (7) Public Services: create a need for new or altered facilities; (8) Biological Resources: conflict with local policies protecting biological resources, such as trees, or a habitat conservation plan or other similar plan; (9) Geology and Soils: change existing topography or unique geologic features of the site; (10) Hydrology and Water Quality: expose housing to flooding hazard, impede or redirect flood flows, or expose people or structures to harm from flooding, seiche, tsunami or mudflow; (11) Hazardous Materials: create a safety hazard from aircraft or fires; (12) Mineral and Energy Resources: result in loss of mineral resource or availability of a resource recovery site; and (13) Agricultural Resources: all issues. These subjects are not further discussed in these findings.

The SFPUC further finds that implementation of the Project will not result in any significant impacts in the following areas and that these impact areas therefore do not require mitigation:

Land Use

- **Impact LU-1:** The Project would not physically divide an established community.
- **Impact LU-2:** The Project would not conflict with any applicable land use plans, policies, or regulations of any agency with jurisdiction over the Project adopted for the purpose of avoiding or mitigating an environmental effect.
- **Impact LU-3:** The Project would not impact the existing character of the vicinity.
- **Impact C-LU:** The Project would not have a cumulative impact on land use.

Aesthetics

- **Impact AE-1:** The Project would not have an adverse effect on a scenic vista, scenic resource, or the existing visual character or quality of the site and its surroundings.
- **Impact AE-2:** The Project would not result in a substantial source of light or glare.
- **Impact C-AE:** The Project would not have a cumulative impact on aesthetics.

Population and Housing

- **Impact PH-1:** The Project would not induce substantial population growth, either directly or indirectly.
- **Impact C-PH:** The Project would not have a project-specific impact on population and housing and, therefore, would not directly result in a significant cumulative impact on population and housing.

Cultural Resources

- **Impact CP-1:** The Project would not cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5, including those resources listed in Article 10 or Article 11 of the San Francisco Planning Code.

Transportation and Circulation

- **Impact TR-1:** The Project would not result in conflict with an applicable congestion management program.
- **Impact TR-2:** Closure of travel lanes during Project construction would temporarily reduce roadway capacity and increase traffic delays on area roadways, causing

temporary and intermittent conflicts with all modes of travel, but the effects would be of short duration and limited in magnitude.

- **Impact TR-3:** Project construction would cause temporary increases in traffic volumes on area roadways, but would not cause substantial conflicts with the performance of the circulation system.
- **Impact TR-4:** Project construction within roadways would not substantially limit access to adjacent roadways and land uses.
- **Impact TR-5:** Project construction would not substantially impair access to alternative transportation facilities (public transit, bicycle, or pedestrian facilities), although it could temporarily deteriorate the performance of such facilities.
- **Impact TR-6:** Project operation and maintenance activities would cause some increases in traffic volumes on area roadways, but would not substantially alter transportation conditions and would not cause conflicts with alternative travel modes, including vehicles, emergency vehicles, transit, pedestrians, and bicycle traffic.
- **Impact C-TR:** The Project, in combination with past, present, and reasonably foreseeable future projects, would not substantially contribute to cumulative traffic increases on local and regional roads.

Noise and Vibration

- **Impact NO-1:** The Project would not result in substantial groundborne vibration or groundborne noise levels.
- **Impact NO-2:** Project operations would not result in the exposure of persons to, or generation of, noise levels in excess of standards or a substantial increase in ambient noise levels in the Project vicinity.
- **Impact NO-3:** Construction of the Project would not result in a substantial temporary increase in ambient noise levels at the closest residential receptors, and would not expose persons to substantial noise levels in excess of standards established in the Noise Ordinance (Article 29 of the Police Code).
- **Impact C-NO:** The Project would not have significant cumulative noise impacts.

Air Quality

- **Impact AQ-1:** The Project would not create objectionable odors that would affect a substantial number of people.

- **Impact AQ-3:** The Project's construction activities would generate TACs, including DPM, but would not expose sensitive receptors to substantial pollutant concentrations.
- **Impact C-AQ:** The Project could result in cumulative air quality impacts associated with criteria pollutant and precursor emissions and health risks, but the Project's contribution would not be cumulatively considerable.

Greenhouse Gas Emissions

- **Impact C-GG-1:** The Project would generate greenhouse gas emissions during Project construction and operation, but not at levels that would result in a significant impact on the environment or conflict with any policy, plan, or regulation adopted for the purpose of reducing greenhouse gas emissions.

Wind and Shadow

- **Impact WS-1:** The Project would not alter wind in a manner that substantially affects public areas.
- **Impact WS-2:** The Project would not create new shadow in a manner that could substantially affect outdoor recreation facilities or other public areas.
- **Impact C-WS:** The Project would not have significant cumulative wind and shadow impacts.

Recreation

- **Impact RE-1:** The Project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facilities.
- **Impact C-RE:** The Project would not have a significant cumulative impact on recreation.

Utilities and Service Systems

- **Impact UT-1:** The Project would not result in construction or expansion of water or wastewater treatment facilities, exceed wastewater treatment requirements, or stormwater drainage facilities, exceed wastewater requirements, or result in a determination by the wastewater treatment provider that there is insufficient capacity to serve the Project.
- **Impact UT-2:** The Project would have sufficient water supply available, and would not require new or expanded water supply resources or entitlements.

- **Impact UT-3:** The Project would be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs.
- **Impact UT-4:** The Project would comply with all applicable statutes and regulations related to solid waste.
- **Impact UT-5:** The Project's construction would not result in a substantial adverse effect related to disruption, relocation, or accidental damage to existing utilities.
- **Impact C-UT:** The Project would not have a significant cumulative impact on utilities and service systems.

Biological Resources

- **Impact BI-2:** The Project would not have a substantial adverse effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the CDFW or USFWS.
- **Impact BI-3:** The Project would not have a substantial adverse effect on federally protected wetlands, as defined by Section 404 of the Clean Water Act.
- **Impact BI-4:** The Project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

Geology and Soils

- **Impact GE-1:** The Project would not expose people or structures to substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, seismic groundshaking, or seismically induced ground failure.
- **Impact GE-2:** The Project would not result in substantial soil erosion or the loss of topsoil.
- **Impact GE-3:** The Project is not located on a geologic unit or soil that is unstable, or that could become unstable as a result of the Project.
- **Impact C-GE:** The Project would not have a significant cumulative impact related to geologic hazards.

Hydrology and Water Quality

- **Impact HY-1:** Project construction would not violate any water quality standards or waste discharge requirements or otherwise degrade water quality.

- **Impact HY-2:** Project operation would not contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems, provide substantial additional sources of polluted runoff, or, with the exception of potentially violating water quality standards, otherwise substantially degrade water quality.
- **Impact HY-3:** The Project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level.
- **Impact HY-4:** The Project would not alter the existing drainage pattern of the area in a manner that would result in substantial erosion, siltation, or flooding on or off the site.
- **Impact C-HY-1:** The Project would not have a significant cumulative hydrology and water quality impact.

Hazards and Hazardous Materials

- **Impact HZ-1:** Project construction would not result in a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.
- **Impact HZ-2:** The Project would be constructed on a site identified on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 but excavation activities would not expose workers and the public to adverse effects from release of hazardous materials.
- **Impact HZ-3:** Reconfiguration of the chemical building interior would not expose workers and the public to hazardous building materials including asbestos-containing materials, lead-based paint, PCBs, bis(2-ethylhexyl) phthalate (DEHP), and mercury, or result in a release of these materials into the environment during construction.
- **Impact HZ-4:** The Project would not result in adverse effects related to hazardous emissions or handling of acutely hazardous materials within ¼ mile of an existing school.
- **Impact HZ-5:** The Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.
- **Impact C-HZ-1:** The Project would not have a significant cumulative impact related to hazardous materials.

Mineral and Energy Resources

- **Impact ME-1:** The Project would not encourage activities that result in the use of large amounts of fuel, water, or energy, or use of these resources in a wasteful manner.

- **Impact C-ME:** The Project would not have significant cumulative mineral and energy impacts.

III. Findings of Potentially Significant or Significant Impacts That Can Be Avoided or Reduced to a Less-Than-Significant Level through Mitigation and the Disposition of the Mitigation Measures

CEQA requires agencies to adopt mitigation measures that would avoid or substantially lessen a project's identified significant impacts or potentially significant impacts if such measures are feasible (unless mitigation to such levels is achieved through adoption of a project alternative). The findings in this Section III and in Section IV concern mitigation measures set forth in the EIR. These findings discuss mitigation measures as proposed in the EIR and recommended for adoption by the SFPUC, which can be implemented by the SFPUC. The mitigation measures proposed for adoption in this section and referenced following each Project impact discussed in this Section III, are the same as the mitigation measures identified in the Final EIR for the Project. The full text of each mitigation measure listed in this section is contained in the Final EIR and in Attachment B, the MMRP. The Commission finds that for the reasons set forth in the Final EIR and elsewhere in the record, the impacts identified in this section would be reduced to a less-than-significant level through implementation of the mitigation measures identified in this section.

Project Impacts

Cultural Resources

Impact CP-2: The proposed project could cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5. (Less than Significant with Mitigation)

Based on the results of the background research, geoarchaeological assessment, and survey results, there is generally, throughout the CEQA Area of Potential Effect, a low potential for uncovering archaeological resources during Project construction. However, it is possible that previously unrecorded and buried (or otherwise obscured) archaeological deposits could be discovered during Project construction. Excavation, grading, and the movement of heavy construction vehicles and equipment could expose and cause impacts on unknown archaeological resources, which would be a *significant* impact. The impact would be reduced to a less-than-significant level through mitigation measure M-CP-2, which requires avoidance measures or appropriate treatment of cultural resources if accidentally discovered.

- *Mitigation Measure M-CP-2, Accidental Discovery of Archaeological Resources*

Impact CP-3: The Project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. (Less than Significant with Mitigation)

Ground-disturbing activities associated with the construction of the recycled water treatment plant would extend about 23 feet into the Colma Formation, a geologic unit with a high paleontological sensitivity. Vertebrate fossils, including parts of mammoths and bison, have been found in the Colma Formation in San Francisco. Given the sensitivity of the Colma Formation and the depth of excavation, the Project could adversely impact paleontological resources at the water treatment plant site, a *significant* impact. The impact would be reduced to a less-than-significant level through mitigation measure M-CP-3, which requires the contractor to stop all ground disturbance within 50 feet if a paleontological resource is encountered and to implement actions to investigate the discovery and recover fossil remains by a qualified professional before ground-disturbing activities can resume.

- *Mitigation Measure M-CP-3, Accidental Discovery of Paleontological Resources*

Impact CP-4: The proposed Project could accidentally disturb human remains, including those interred outside of formal cemeteries. (Less than Significant with Mitigation)

Based on the background research, geological assessment, and survey results, there is a low potential for Project construction to uncover human remains, except for the Project area adjacent to the Golden Gate Cemetery (see Impact CP-5). Although no known human burials have been identified within the Project site, the possibility of encountering human remains cannot be entirely discounted. Earthmoving activities associated with Project construction could result in direct impacts on previously undiscovered human remains. Therefore, the disturbance to human remains could be a *significant* impact. The impact would be reduced to a less-than-significant level through mitigation measure M-CP-4, which requires avoidance measures or the appropriate treatment of human remains if accidentally discovered.

- *Mitigation Measure M-CP-4, Accidental Discovery of Human Remains*

Impact CP-5: Construction of the Project along Clement Street from 36th Avenue to 39th Avenue on the south side of Lincoln Park could disturb human remains associated with the historic-period Golden Gate Cemetery. (Less than Significant with Mitigation)

The Project borders the boundary of Lincoln Park, the location of the historic-period Golden Gate Cemetery where 19th century inhabitants of San Francisco were buried. Past projects in the area have uncovered human remains, which have provided a wealth of information about the overall health of these former inhabitants. While there is a slight potential for the Project to uncover human remains, the disturbance of remains would be a *significant* impact. The impact would be reduced to a less-than-significant level with the implementation of mitigation measure M-CP-5, which requires the development of a monitoring program to monitor for the presence of human remains in the historic-period during construction and to take specific steps to comply with legal requirements and to take mitigation actions to recover historically important data.

- *Mitigation Measure M-CP-5, Archeological Monitoring Program*

Air Quality

Impact AQ-2: The Project's construction activities would generate fugitive dust and criteria air pollutants, and could violate an air quality standard or contribute substantially to an existing or projected air quality violation. (Less than Significant with Mitigation)

When the construction schedules of components of the Project overlap, NOx emissions could exceed the BAAQMD's 54 pounds/day significance criterion, a *significant* impact. Mitigation measure M-AQ-2 would reduce the Project's combined construction-related criteria pollutant emissions below the significance criteria by using construction equipment with Tier 3 engines or better, reducing the impact to less than significant.

- *Mitigation Measure M-AQ-2, Construction Emissions Minimization*

Biological Resources

Impact BI-1: The Project would potentially have a substantial adverse effect, either directly or through habitat modifications, on species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS. (Less than Significant with Mitigation)

The overall potential of the Project area to support special-status fish or plant species is considered low because the Project area lacks suitable habitat. Several special-status animals might use habitat in certain parts of the Project area or vicinity for roosting, foraging, or breeding purposes, including California red-legged frog, western pond turtle, Yuma myotis, western red bat, and hoary bat. In addition, there are a number of native resident and migratory bird species protected under federal and State legislation with the potential to use trees, shrubs, and other habitats as well as buildings within the Project area for nesting and foraging.

Existing trees at the Oceanside WPCP facility and the California Army National Guard property, and in the vicinity of the Central Pump Station, could support native nesting birds. Removal and/or relocation of trees with active nests and construction noise and activity adjacent to such trees during bird nesting season could result in nest abandonment, destruction, injury or mortality of nestlings and disruption of reproductive behavior during the breeding season, including mortality of individual birds, such as red-shouldered hawk, red-tailed hawk, Cooper's hawk, or American kestrel, a *significant* impact. Implementation of mitigation measure M-BI-1a would reduce potential impacts on special-status birds to a less-than-significant level by requiring surveys of the Project site to identify nests and protection of nesting birds.

Vegetation clearing (including tree removal) at the Oceanside WPCP and the Central Pump Station could result in direct mortality of special-status bats. Direct mortality of special-status bats would be a *significant* impact. Mitigation measure BI-1b would require surveys of the

Project site within two weeks of tree removal. With implementation of M-BI-1b, the impact on roosting bats would be reduced to less than significant.

Due to the proximity of aquatic habitats to the Lake Merced, North Lake, and Central Pump Station well facility sites, western pond turtle and California red-legged frog could utilize upland habitat where the Project construction activities will occur. If California red-legged frog or western pond turtle are present, they could be injured or killed, a *significant* impact. Mitigation measure M-BI-1c would mitigate the effect by requiring pre-construction surveys within 14 days of the construction activity. With implementation of mitigation measure M-BI-1c, the impact would be less than significant.

- *Mitigation Measure M-BI-1a, Nesting Bird Protection Measures*
- *Mitigation Measure M-BI-1b, Avoidance and Minimization Measures for Special-Status Bats*
- *Mitigation Measure M-BI-1c, Avoidance and Minimization Measures for California Red-Legged Frog and Western Pond Turtle*

Cumulative Impacts

Cultural Resources

Impact C-CP: The Project could result in cumulatively considerable impacts related to historical, archaeological, paleontological resources or human remains. (Less than Significant with Mitigation)

Cumulative projects in the Project vicinity could adversely affect the same cultural resources affected by the Project and the Project could make a considerable contribution to a cumulative cultural resource impact, a *significant* impact. The Project's impacts, however, are site specific and implementation of site-specific mitigation measures M-CP-2, M-CP-3, M-CP-4 and M-CP-5 would reduce Project impacts such that the Project's contribution to this cumulative impact would be less than significant.

- *Mitigation Measure M-CP-2, Accidental Discovery of Archaeological Resources*
- *Mitigation Measure M-CP-3, Accidental Discovery of Paleontological Resources*
- *Mitigation Measure M-CP-4, Accidental Discovery of Human Remains*
- *Mitigation Measure M-CP-5, Archeological Monitoring Program*

Biological Resources

Impact C-BI-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity, could result in significant cumulative impacts on biological resources. (Less than Significant with Mitigation)

Construction of the Project has the potential to adversely affect special-status species, if present, including California red-legged frog, western pond turtle, special-status bats, and native nesting birds. It is assumed that the cumulative projects including the past cumulative projects have already caused substantial adverse cumulative changes to biological resources in San Francisco; the Project area was converted from its original sand dune habitat to current uses. Current and reasonably foreseeable projects could have construction-related impacts if construction occurs at the same time as the Project. These projects include the Vista Grande Drainage Basin Improvement Plan, the Parkmerced Project, and the San Francisco Groundwater Supply Project. The Project's contribution to cumulative impacts on biological resources would be cumulatively considerable, a *significant* impact. However, with the implementation of Project-level mitigation measures to reduce impacts to these species, the Project's incremental contribution to potential cumulative impacts on biological resources would not be cumulatively considerable (less than significant).

- *Mitigation Measure M-BI-1a, Nesting Bird Protection Measures*
- *Mitigation Measure M-BI-1b, Avoidance and Minimization Measures for Special-Status Bats*
- *Mitigation Measure M-BI-1c, Avoidance and Minimization Measures for California Red-Legged Frog and Western Pond Turtle*

IV. Significant Impacts That Cannot Be Avoided or Reduced to a Less-Than-Significant Level

WSIP Impact

Based on substantial evidence in the whole record of these proceedings, the SFPUC finds that, where feasible, changes or alterations have been required or incorporated into the SFRW Project to reduce the significant environmental impacts as identified in the Final EIR for the Project. All Project-specific impacts will be reduced to a less-than-significant level with the implementation of the mitigation measures proposed in the Final EIR and set forth in the MMRP, attached hereto as Attachment B.

The SFPUC further finds, however, that the Project is a component of the WSIP and, therefore, will contribute to the significant and unavoidable impact caused by the WSIP water supply decision. For the WSIP impact listed below, the effect remains significant and unavoidable. The SFPUC determines that the following significant impact on the environment, as reflected in the Final PEIR, is unavoidable, but under Public Resources Code Section 21081(a) (3) and (b), and CEQA Guidelines Sections 15091(a) (3), 15092(b) (2) (B), and 15093, the SFPUC determines that the impact is acceptable due to the overriding considerations described in Section VI below. This finding is supported by substantial evidence in the record of this proceeding.

The WSIP PEIR and this Commission's Resolution No. 08-0200 related to the WSIP water supply decision identified three significant and unavoidable impacts of the WSIP: *Impact 5.4.1-2-*

Stream Flow: Effects on flow along Alameda Creek below the Alameda Creek Division Dam; Impact 5.5.5-1-Fisheries: Effects on fishery resources in Crystal Springs reservoir (Upper and Lower); and Impact 7-1-Indirect growth inducing impacts in the SFPUC service area. Mitigation measures that were proposed in the PEIR were adopted by this Commission for these impacts; however, the mitigation measures could not reduce all the impacts to a less than significant level, and these impacts were determined to be significant and unavoidable. This Commission has already adopted the mitigation measures proposed in the PEIR to reduce these impacts when it approved the WSIP in its Resolution No. 08-0200. This Commission also adopted a Mitigation Monitoring and Reporting Program as part of that approval. The findings regarding the three impacts and mitigation measures for these impacts set forth in Resolution No. 08-0200 are incorporated into these findings by this reference, as though fully set forth in these CEQA Findings.

Subsequent to the certification of the PEIR, the Planning Department has conducted more detailed, site-specific review of two of the significant and unavoidable water supply impacts identified in the PEIR. In the case of *Impact 5.5.5-1*, the Project-level fisheries analysis in the Lower Crystal Springs Dam Improvement Project Final EIR modifies the PEIR impact determination based on more detailed site-specific data and analysis and determined that impacts on fishery resources due to inundation effects would be less than significant. Project-level conclusions supersede any contrary impact conclusions in the PEIR. The SFPUC adopted CEQA Findings with respect to the approval of the Lower Crystal Springs Dam Improvement Project in Resolution No. 10-0175. The CEQA Findings in Resolution No. 10-0175 related to the impacts on fishery resources due to inundation effects are incorporated into these findings by this reference, as though fully set forth in these CEQA Findings.

In the case of *Impact 5.4.1-2*, the project level analysis in the Calaveras Dam Replacement project Final EIR modifies the PEIR determination and concludes that the impact related to stream flow along Alameda Creek between the diversion dam and the confluence with Calaveras Creek (PEIR Impact 5.4.1-2) will be less than significant based on more detailed, site-specific modeling and data. Project-level conclusions supersede any contrary impact conclusions in the PEIR. The SFPUC adopted CEQA Findings with respect to the approval of the Calaveras Dam Improvement Project in Resolution No. 11-0015. The CEQA Findings in Resolution No. 11-0015 related to the impacts on fishery resources due to inundation effects are incorporated into these findings by this reference, as though fully set forth in these CEQA Findings.

The remaining significant and unavoidable water supply impact listed in Resolution No. 08-0200 is as follows, relating to *Impact 7-1*:

Potentially Significant and Unavoidable WSIP Water Supply and System Operation Impact

- **Growth:** Indirect growth-inducement impacts in the SFPUC service area.

V. Evaluation of Project Alternatives

This section describes the Project as well as alternatives and the reasons for approving the Project and for rejecting the alternatives as infeasible. CEQA mandates that an EIR evaluate a reasonable range of alternatives to the Project or the Project location that generally reduce or avoid potentially significant impacts of the Project. CEQA requires that every EIR also evaluate a "No Project" alternative. Alternatives provide a basis of comparison to the Project in terms of their significant impacts and their ability to meet Project objectives. This comparative analysis is used to consider reasonable, potentially feasible options for minimizing environmental consequences of the Project.

A. Reasons for Approval of the Project

The overall goals of the WSIP for the regional water system are to:

- Maintain high-quality water and a gravity-driven system.
- Reduce vulnerability to earthquakes – deliver basic service to the three regions in the service area within 24 hours and restore facilities to meet average-day demand within 30 days after a major earthquake.
- Increase delivery reliability – allow planned maintenance shutdown without customer service interruption and minimize risk of service interruption from unplanned outages.
- Meet customer water supply needs through 2018 – meet average annual water purchase requests during non-drought years and meet dry-year delivery needs while limiting rationing to a maximum 20 percent systemwide; diversify water supply options during non-drought and drought years and improve use of new water resources, including the use of groundwater, recycled water, conservation and transfers.
- Enhance sustainability.
- Achieve a cost-effective, fully operational system.

The Project would help meet WSIP level-of-service goals and system performance objectives. Specific objectives of the Project are to:

- Diversify the SFPUC's water supplies by developing recycled water.
- Develop a new water supply in San Francisco that is both reliable and drought resistant.
- Reduce the use of potable water and groundwater for irrigation and other nonpotable uses by supplying those demands with recycled water.

The WSIP aims to provide a total of 10 mgd annual average of water supply from recycled water, groundwater, and conservation projects to meet retail demand in San Francisco. Of this amount,

the WSIP project description indicated that approximately 4 mgd annual average would be derived from recycled water projects in San Francisco. This Project would provide up to 2 mgd of recycled water; currently identified customers are estimated to use 1.6 mgd. Also, this Project would enable implementation of the SFPUC's Groundwater Supply Project, approved by the SFPUC in December, 2013. The SFPUC's Groundwater Supply Project calls for installation of new groundwater wells to recover 2.5 to 3.0 mgd of groundwater in the first phase and conversion of existing irrigation wells in Golden Gate Park to potable use, providing 1.0 to 1.5 mgd of groundwater in the second phase. The second phase cannot occur until recycled water is available for Golden Gate Park landscaping or until another landscaping water source is identified. Thus the Project would also help meet the WSIP goal of providing approximately 4 mgd annual average of water supply from groundwater.

This increase in water supply would improve the SFPUC's ability to deliver water to its customers in San Francisco during both drought and non-drought periods. The Project will help the SFPUC to diversify its water supply portfolio, which largely consists of imported surface water. It would add up to 2 mgd from recycled water to the SFPUC water supply, and enable implementation of the second phase the SFPUC's Groundwater Supply Project, which would provide 1.0 to 1.5 mgd of groundwater to the SFPUC's potable water supply. The proposed Project is a fundamental component of the SFPUC's WSIP and is needed to fully meet WSIP goals and objectives, in particular those for seismic reliability, delivery reliability, and water supply reliability.

B. Alternatives Rejected and Reasons for Rejection

The Commission rejects the alternatives set forth in the Final EIR and listed below because the Commission finds that there is substantial evidence, including evidence of economic, legal, social, technological, and other considerations described in this section in addition to those described in Section VI below under CEQA Guidelines 15091(a)(3), that make such Alternatives infeasible. In making these infeasibility determinations, the Commission is aware that CEQA defines "feasibility" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors." The Commission is also aware that under CEQA case law the concept of "feasibility" encompasses (i) the question of whether a particular alternative promotes the underlying goals and objectives of a project, and (ii) the question of whether an alternative is "desirable" from a policy standpoint to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.

Alternative A: No Project

Under the No Project Alternative, the SFRW Project would not be constructed or operated. The proposed recycled water treatment, storage, and distribution facilities would not be constructed and 1.6 mgd of recycled water would not be produced or delivered to customers to offset potable demand. Existing irrigation demand at Golden Gate Park, Lincoln Park, and the Presidio, as well as lake refill would continue to be met with existing potable sources and groundwater. The two existing irrigation wells in Golden Gate Park that are part of the second phase of the SFPUC's

Groundwater Supply Project would not be converted to potable groundwater well facilities unless and until another source of water for irrigation and lake fill can be found.

The No Project Alternative would not meet any of the project objectives, which are to diversify the SFPUC's water supplies by developing recycled water, develop a new water supply in San Francisco that is both reliable and drought resistant, and reduce the use of potable water and groundwater for irrigation and other nonpotable uses by supplying those demands with recycled water. Also, it would fail to meet the WSIP goals and objectives that rely directly on the contribution of the Project to fulfill systemwide level of service objectives. If the Project is not constructed, the SFPUC's water supply portfolio would not include up to 2 mgd of recycled water. It would also prevent the SFPUC from implementing the second phase of SFPUC's Groundwater Supply Project, which would produce 1.0 to 1.5 mgd of groundwater. This phase of the project cannot be implemented until another source of water besides groundwater is provided to Golden Gate Park for irrigation and lake refill. The SFPUC would be limited in its ability to meet its adopted WSIP seismic delivery and water supply reliability goals, particularly in the San Francisco region, because of reduced water supply in San Francisco.

Under the No Project Alternative, current conditions would continue and all construction-related impacts would be avoided. Consequently, there would be no potential to encounter previously unrecorded and buried archaeological deposits, archeological resources, human remains, or legally-significant prehistoric depositions within the Colma Formation at the Oceanside WPCP. No construction activities means that fugitive dust and criteria pollutant emissions would not occur and there would be no construction-related effects or disturbance to special-status species, including the California red-legged frog, western pond turtle, nesting birds and roosting bats. While the No Project Alternative would avoid or reduce impacts that would occur compared to those of the Project, the Project impacts would be fully mitigated through the adoption of identified mitigation measures. The only unmitigated impact that would occur with the Project is the Project's contribution to the WSIP impact of indirect impacts related to growth. To the extent that the 2 mgd of water supply from the Project contributes to growth, the Project's contribution to the indirect impacts associated with growth would not occur with the No Project Alternative.

The Commission rejects the No Project Alternative as infeasible because it would not meet any of the project objectives, and because it would jeopardize the SFPUC's ability to meet the adopted WSIP goals and objectives as set forth in SFPUC Resolution No. 08-0200.

Alternative B: Project Design Alternative

Alternative B: Project Design Alternative, would locate the recycled water treatment plant at the San Francisco Zoo overflow parking lot, a 2.3 acre site north of the Oceanside WPCP and east of the Great Highway. Under the Project as proposed, the site would be used for construction staging. Storage and pumping facilities that under the Project would be located at the Central Reservoir site in Golden Gate Park would instead be located with the recycled water treatment plant at the San Francisco Zoo overflow parking lot. Under this Alternative, distribution pipelines would avoid Route 35/Skyline Boulevard and streets adjacent to Sunset Boulevard and instead, distribution pipelines would run from the San Francisco Zoo overflow parking lot north to

Wawona Street, then east to 34th Street, and north up 34th Street into Golden Gate Park. Construction activities would be sequenced and staggered, reducing the amount of concurrent construction and extending the overall Project construction duration. Staging would not occur at Harding Road and Herbst Road. Other aspects of the Project would remain unchanged and the Project would be able to produce the same 5 mgd peak flow amount, or 2 mgd annual average amount of recycled water.

This Alternative reduces impacts on cultural resources in several ways. As a result of decreasing the area of construction activities slightly by consolidating the treatment and storage facilities to one area at the San Francisco Zoo overflow parking lot instead of at the Oceanside WPCP and Central Reservoir sites, the impacts on unknown archaeological resources and human remains would be reduced. This Alternative would eliminate the potential impacts to paleontological resources because it would avoid construction in the Colma Formation below the Oceanside WPCP site. As a result of reducing impacts on cultural resources, the Alternative would make less of a contribution to cumulative impacts on cultural resources.

The daily impact on air quality would be less under Alternative B than the Project. By construction sequencing and staggering construction activities, Alternative B would reduce the amount of fugitive dust and criteria pollutants emitted at one time, thereby reducing the potential to exceed regulatory thresholds based on emissions per day. However, the total amount of construction would not be reduced and the total amount of air pollution would be the same as for the Project.

Alternative B would reduce impacts on biological resources. Fewer impacts could occur to nesting birds because trees would not need to be removed between the Oceanside WPCP and the California National Guard property. Also, vegetation clearing at the Central Reservoir site would be avoided as would disturbance of trees on Route 35/Skyline Boulevard and Sunset Avenue. Pipeline construction that would instead occur on Wawona Street and 34th Avenue would disturb few trees. Alternative B also would reduce impacts on roosting bats by reducing construction near trees in the vicinity of the Oceanside WPCP, Lake Merced, and the Central Pump Station site where bats are thought most likely to roost. Finally, the elimination of construction near Lake Merced, along Route 35/Skyline Boulevard, and near Harding and Herbst Roads, and elimination of most construction around the Central Reservoir site, would reduce impacts on the Western Pond turtle and California red-legged frog, which may be found in upland habitat in these areas. The only remaining areas where these species may be found, at Metson and Lloyd Lakes in Golden Gate Park would have minimal construction nearby, limited to installation of pipeline distribution lines. As a result of reduced impacts on biological resources under Alternative B, the contribution to cumulative impacts to biological resources also would be reduced as compared to the Project.

This Alternative also would increase certain impacts as compared to the Project and result in different impacts than the Project in the areas of noise, traffic, and energy use. Alternative B would increase construction and operational noise levels in the vicinity of the San Francisco Zoo by moving the construction activities and facilities approximately 900 feet closer to Zoo facilities

as compared to the Project. Increased noise could negatively impact Zoo animals. Operational noise impacts might be reduced through noise reduction berms.

Shifting the location of construction of the recycled water treatment plant could increase truck traffic along the Great Highway and potentially require lane detours. Also, relocating distribution pipelines from Route 35/Skyline Boulevard and Sunset Avenue to Wawona Street and 34th Avenue would cause an increase in traffic on narrower roadways, possibly increasing traffic impacts.

Finally, locating the recycled water storage reservoir at the Zoo parking lot instead of at the Central Reservoir site would require additional energy to pump recycled water over longer distances and elevations to customers north of the Central Reservoir site. Under the Project, four 100 horsepower pumps (one standby) would be installed at the Central Reservoir site in a new pump station to pump recycled water from the Central Reservoir to users in Golden Gate Park and north. There also would be three pumps with motors of up to 200 horsepower to pump recycled water from the treatment facility to the Central Reservoir site. Under Alternative B, a new pump station would be installed instead at the Zoo parking lot site, with three or more up to 400 horsepower pumps installed to pump recycled water to all the planned distribution points. By comparison, Alternative B would require more energy to distribute the recycled water to the same planned distribution points.

The Project Design Alternative would meet all of the Project objectives and WSIP goals and objectives, although completion of the Project would be delayed due to a longer construction schedule. It is also possible that future treatment plant operations would be restricted because of proximity to the Zoo facilities and concern by the Zoo of disruption to Zoo activities and disturbance of animals.

The SFPUC rejects the Project Design Alternative as infeasible. While the Project Design Alternative would reduce some impacts to cultural resources, biological resources, and air quality, all of the Project impacts that it would reduce will be reduced to less than significant levels under the Project with the implementation of adopted mitigation measures. The Project Design Alternative will increase other impacts in the areas of noise and traffic. It is possible that such effects, if significant, could be mitigated but may affect Project operations. Alternative B also would increase energy use by requiring the pumping of recycled water over a longer distances and elevations than under the Project, resulting in energy waste. Thus, the Project Design Alternative does not have a clear environmental benefit over the Project as the Project would mitigate its impacts and it is unclear whether the increased impacts of the Project Design Alternative can be fully mitigated.

Most problematic from a feasibility perspective is the fact that the SFPUC does not have control over the proposed site for the co-located recycled water treatment plant, pump station, and water storage facilities at the San Francisco Zoo overflow parking lot. The parking lot is under the management of the San Francisco Recreation and Parks Department with the premises leased to the nonprofit San Francisco Zoological Society. The SFPUC would need the consent of the San Francisco Zoo and the San Francisco Recreation and Parks Departments to obtain use of the site.

The SFPUC has been informed that the Zoo has plans to use the site for necessary Zoo operations, including meeting stringent animal isolation and testing requirements. The San Francisco Zoo and the Recreation and Parks Departments are therefore, unlikely to readily agree to the SFPUC taking over use of the site.

Under the circumstances, the SFPUC finds that the Project Design Alternative is not feasible as the site is currently and in the future projected to be needed by the San Francisco Zoo for its own operations. In addition, even if the San Francisco Zoo and the Recreation and Parks Departments might eventually agree to the SFPUC's use of the site, the SFPUC is faced with an unpredictable period of delay in implementing the Project. Finally, the Project Design Alternative would result in minimal to no benefit to the environment. All Project impacts, with the exception of the WSIP-related impact to growth are mitigable. On the other hand, the Project Design Alternative would cause energy waste and it would have the same WSIP-related impact to growth. For all of these reasons, the SFPUC rejects the Project Design Alternative as infeasible.

Alternative C: Reduced Project Alternative

The Reduced Project Alternative would eliminate recycled water supply to Lincoln Park and the Presidio. Under the Reduced Project Alternative, a new underground storage reservoir and pump station would not be constructed at the Central Reservoir site and distribution pipelines north of the Central Reservoir would be eliminated. The size of the recycled water treatment plant and storage at the Oceanside WPCP would be reduced somewhat and the construction duration would be shorter. As a result of these changes from the Project, the recycled water treatment plant would have a reduced peak-day capacity of 3.8 mgd instead of 5 mgd and an annual average capacity of 1.7 mgd instead of 2.0 mgd.

This Alternative reduces impacts on cultural resources in several ways. First, as a result of eliminating recycled water supply to Lincoln Park, significant potential impacts on human remains that may be associated with the former Golden Gate Cemetery site (e.g. Lincoln Park) would be avoided. Second, construction of a smaller recycled water supply treatment plant, eliminating new storage and pumping facilities at the Central Reservoir site, and eliminating distribution pipelines north of the Central Reservoir reduces the area of excavation, reducing potential exposure to unknown archeological resources and unknown human remains. Third, constructing a smaller recycled water treatment plant reduces potential impacts to paleontological resources that may be found in the Colma Formation as less excavation in that area would be required. Finally, by reducing cultural resource impacts, the contribution to cumulative impacts on cultural resources also would be reduced.

Alternative C would not reduce the daily impact on air quality, but because total construction activities are reduced, the total volume of air pollution emitted during construction is less under Alternative C than the Project.

Alternative C would reduce impacts on biological resources. Fewer impacts could occur to nesting birds, California red-legged frog and western pond turtle as a result of reduced construction activities at the Central Reservoir site where these species could be impacted. As a

result of reduced impacts on biological resources under Alternative C, this alternative would make less of a contribution to cumulative impacts to biological resources as compared to the Project.

Alternative C also would reduce energy usage as compared to the Project because it would eliminate the need to pump recycled water to Lincoln Park and the Presidio from the Central Reservoir site. Alternative C would also reduce the contribution to the WSIP's indirect growth inducing impact by reducing the amount of water that could be supplied to a growing population.

Alternative C: Reduced Project Alternative would meet the Project objectives, which are to diversify the SFPUC's water supplies by developing recycled water, develop a new water supply in San Francisco that is both reliable and drought resistant, and reduce the use of potable water and groundwater for irrigation and other nonpotable uses by supplying those demands with recycled water. However, by reducing the capacity of the recycled water treatment plant, Alternative C would not provide the full amount of recycled water supply provided under the Project so the degree to which it would meet the last of these objectives would be reduced somewhat. Alternative C would enable implementation of the SFPUC's Groundwater Supply Project, approved by the SFPUC in December, 2013, because it would provide recycled water to Golden Gate Park, facilitating the implementation of the second phase of the SFPUC's Groundwater Supply Project, which calls for conversion of existing irrigation wells in Golden Gate Park to potable use, providing 1.0 to 1.5 mgd of groundwater.

However, Alternative C would only partially meet the WSIP goals and objectives that rely directly on the contribution of the Project to fulfill systemwide level of service objectives. The WSIP aims to provide a total of 10 mgd annual average of water supply from recycled water, groundwater, and conservation projects to meet retail demand in San Francisco. Of this amount, the WSIP project description indicated that approximately 4 mgd annual average would be derived from recycled water projects in San Francisco. The Project would provide up to 2 mgd of recycled water on an annual average basis, and 5 mgd peak day flow, but under Alternative C this would be reduced to 1.7 mgd annual average and 3.8 mgd peak day flow. Under the project, currently identified customers have a demand of 1.6 mgd annual average and 4 mgd peak-day, but customer served would be reduced to those with a demand of 1.38 mgd annual average and 2.81 mgd peak day. Customers at Lincoln Park and the Presidio that could use recycled water would continue to use potable water sources for irrigation.

To the extent that Alternative C fails to fully satisfy WSIP identified water supply goals and objectives as approved under SFPUC Resolution 08-0200, it would limit the SFPUC's ability to provide water to customers during both drought and non-drought periods and may prevent the SFPUC from limiting rationing during drought periods to a maximum 20 percent systemwide. Customers in San Francisco would be most affected as water supply in the city would be reduced during peak demand periods by up to 1.2 mgd. As a result, the SFPUC may need to revise the WSIP goals and objectives or develop additional water supply projects.

Environmentally Superior Alternative. The Reduced Project Alternative would be the Environmentally Superior Alternative, other than the No Project Alternative. The Reduced

Project Alternative would not increase any impacts and it would reduce impacts on cultural resources and biological resources. Also, it would reduce energy use and reduce the total amount of air pollution produced by the Project.

The Reduced Project Alternative would still contribute to the WSIP's significant and unavoidable indirect impact related to growth, but to a lesser degree than for the Project, as it would provide 0.3 mgd less of water supply on an annual average basis that could contribute to growth.

The Commission rejects the Reduced Project Alternative as infeasible because it will not allow the SFPUC to fully meet WSIP goals and objectives. Additionally, although this alternative would generally meet the SFPUC's objectives for the Project, it would not satisfy the Project's third objective to the same degree as the Project, namely to reduce the use of potable water and groundwater for irrigation and other nonpotable uses by supplying those demands with recycled water. Likewise, it would only partially meet the WSIP goals and objectives, which rely directly on the up to 2 mgd of local recycled water supply on the west side of San Francisco that the Project would provide to fulfill systemwide level of service objectives. The total average yield under normal operations for the Reduced Project Alternative would be 1.7 mgd, causing the SFPUC to fall short of the 2 mgd annual water supply designed for the Project and the WSIP identified supply need of 4 mgd from local recycled water supply by 2018. Although the SFPUC originally envisioned that the 4 mgd of recycled water would supply customers on the west side of San Francisco and now the SFPUC expects the west side recycled water demand to be somewhat reduced, the SFPUC has not revised its originally WSIP goal of obtaining 4 mgd from recycled water and is exploring recycled water supply options on the east side of the City. Thus, if the Project were sized below the Project size of 2 mgd annual average, and designed not to serve Lincoln Park and the Presidio, some viable recycled water supply customers on the west side of San Francisco would not be able to make use of recycled water and instead would need to continue to use groundwater or imported surface water for irrigation and other nonpotable uses. Such a situation would be contrary to the WSIP goal of diversifying water supply options and improving use of new water resources, such as recycled water. For these reasons, the SFPUC rejects the Reduced Yield Alternative as infeasible.

VI. Statement of Overriding Considerations

Pursuant to CEQA Section 21081 and CEQA Guidelines Section 15093, the Commission hereby finds, after consideration of the Final EIR and the evidence in the record, that each of the specific overriding economic, legal, social, technological and other benefits of the Project as set forth below, independently and collectively outweighs the significant and unavoidable impacts and is an overriding consideration warranting approval of the Project. Any one of the reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the Commission will stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are incorporated by reference into this section, and in the documents found in the Record of Proceedings, as defined in Section I.

On the basis of the above findings and the substantial evidence in the whole record of this proceeding, the Commission specifically finds that there are significant benefits of the Project in spite of the unavoidable significant impacts, and therefore makes this Statement of Overriding Considerations. The Commission further finds that, as part of the process of obtaining Project approval, all significant effects on the environment from implementation of the Project have been eliminated or substantially lessened where feasible. All mitigation measures proposed in the Final EIR for the Project are adopted as part of this approval action. Furthermore, the Commission has determined that any remaining significant effects on the environment found to be unavoidable are acceptable due to the following specific overriding economic, technical, legal, social, and other considerations.

The Project will have the following benefits:

- The Project will expand and diversify the SFPUC's water supply portfolio to increase system reliability, particularly for retail customers in San Francisco. The Project provides an additional 2 mgd of water supply from other than imported surface water, the main water supply source in the SFPUC water system.
- The Project will increase the use of local water supply sources. The Project provides 2 mgd of recycled water to irrigators on the Westside of San Francisco who are now using imported potable surface water or groundwater for irrigation.
- The Project will reduce dependence on imported surface water. The Project provides 2 mgd from local recycled water.
- The Project, by providing recycled water for irrigation and lake refill in Golden Gate Park will enable the implementation of the second phase of the SFPUC's San Francisco Groundwater Supply Project, which will provide 1.0 to 1.3 mgd of potable groundwater supply.

In addition, the Project will further the WSIP's goals and objectives. As part of the approval of Resolution 08-2000, the SFPUC adopted a Statement of Overriding Considerations as to why the benefits of the WSIP outweighed the significant and unavoidable impacts associated with the WSIP. This Statement of Overriding Considerations is relevant to the significant and unavoidable impact related to growth-inducement to which this Project contributes. The findings regarding the Statement of Overriding Considerations set forth in Resolution No. 08-2000 are incorporated into these findings by this reference, as though fully set forth in these CEQA Findings. In addition, for the particular reasons set forth below, this Project helps to implement the following benefits of the WSIP:

- Implementation of the WSIP will reduce vulnerability to earthquakes. The WSIP includes many features that are designed to improve the seismic safety and reliability of the water system as a means of saving human life and property under a catastrophic earthquake scenario or even a disaster scenario not rising to the level of catastrophe. Effecting the improvements to assure the water system's continued reliability, and developing it as part of a

larger, integrated water security strategy, is critical to the Bay Area's economic security, competitiveness and quality of life. This Project provides a critical source of water – local recycled water – that will be available even if it is not possible for a period of time to obtain imported surface water from the SFPUC's regional water system.

- The WSIP would meet SFPUC customer water supply needs by providing 265 mgd of retail and wholesale customer purchases from the SFPUC watersheds, and meet or offset the remaining 20 mgd through conservation, recycled water, and groundwater in the retail and wholesale service areas. Ten mgd of this would be met, as proposed under the WSIP, through conservation, recycled water, and groundwater projects in San Francisco, and 10 mgd would be met through local conservation, recycled water and groundwater in the wholesale service area. Of the 10 mgd that would come from projects in San Francisco, the WSIP identifies 4 mgd from local recycled water. This Project would provide up to 2 mgd of this critical 4 mgd of local recycled water. In addition, by providing recycled water to Golden Gate Park, this Project will enable implementation of the second phase of the SFPUC's San Francisco Groundwater Supply Project, which will provide 1.0 to 1.3 mgd of potable groundwater for San Francisco residents, water that is currently used for irrigation and lake refill in Golden Gate Park.
- The WSIP will substantially improve use of new water sources and drought management, including use of groundwater, recycled water, conservation, and transfers. A critical part of the WSIP is to provide water from new sources other than from imported surface water from the Hetch Hetchy Valley or watersheds in Alameda County and the Peninsula. This Project is important to meeting the WSIP goal of providing local recycled water in San Francisco.
- The WSIP projects are designed to meet applicable federal and state water quality requirements. This Project, which will produce recycled water by treating sanitary sewage with microfiltration/ultrafiltration, reverse osmosis, and ultraviolet light disinfection, will provide recycled water that meets or exceeds the California Department of Public Health requirements for disinfected tertiary recycled water.
- The WSIP will diversify water supply options during non-drought and drought periods. The Project supports this WSIP objective by providing up to 2 mgd of local recycled water during both drought and non-drought periods.

Having considered these benefits, including the benefits discussed in Section I above, the Commission finds that the benefits of the Project and the Project's furtherance of the WSIP goals and objectives outweigh the unavoidable adverse environmental effects, and that the adverse environmental effects are therefore acceptable.

SAN FRANCISCO WESTSIDE RECYCLED WATER PROJECT (SF Environmental Planning Case No. 2008.00912E) – MITIGATION MONITORING AND REPORTING PROGRAM

Impact No.	Impact Summary	Adopted Mitigation Measures	Monitoring and Reporting Program			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
Cultural and Paleontological Resources						
CP-2	The proposed project could cause a substantial adverse change in the significance of an archeological resource pursuant to Section 15064.5(f).	<p>Mitigation Measure M-CP-2: Accidental Discovery of Archeological Resources.</p> <p>The following measures shall be implemented should construction activities result in the accidental discovery of an archeological resource:</p> <p>The following mitigation measure is required to avoid any potential adverse effect from the proposed project on accidentally discovered buried or submerged historical resources as defined in CEQA Guidelines Sections 15064.5(g) and (h). The project sponsor shall distribute the Planning Department archeological resource "ALERT" sheet to the project prime contractor to any project subcontractor (including demolition, excavation, grading, foundation, etc. firms) or utilities firm involved in soils disturbing activities within the project site. Prior to any soils disturbing activities being undertaken each contractor is responsible for ensuring that the "ALERT" sheet is circulated to all field personnel including, machine operators, field crew, supervisory personnel, etc. The project sponsor shall provide the Environmental Review Officer (ERO) with a signed affidavit from the responsible parties (prime contractor, subcontractor(s), and utilities firm) to the ERO confirming that all field personnel have received copies of the Alert Sheet.</p> <p>Should any indication of an archeological resource be encountered during any soils disturbing activity of the project, the project Head Foreman and/or project sponsor shall immediately notify the ERO and shall immediately suspend any soils disturbing activities in the vicinity of the discovery until the ERO has determined what additional measures should be undertaken.</p> <p>If the ERO determines that an archeological resource may be present within the project site, the project sponsor shall retain the services of a qualified archeological consultant, based on standards developed by the Planning Department archeologist. The archeological consultant shall evaluate the discovered material and advise the ERO as to whether the discovery historical or unique retains sufficient integrity and is of potential scientific/historical/cultural significance. If a significant archeological resource is present, the archeological consultant shall make a recommendation as to what action, if any, is warranted. Based on this information, the ERO may require, if warranted, specific additional measures to be implemented by the project sponsor including avoidance measures or other appropriate mitigation.</p> <p>Measures might include: preservation in situ of the archeological resource, an archeological monitoring program, or an archeological testing/data recovery program. If an archeological monitoring program or archeological testing program is required, it shall be consistent with the CP division guidelines for such programs. The ERO may also require that the project sponsor immediately implement a site security program if the archeological resource is at risk from vandalism, looting, or other damaging actions.</p> <p>The project archeological consultant shall submit a Final Archeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describing the archeological and historical research methods employed in the archeological testing/data recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the final report.</p>	1) SFPUC EMB 2) SFPUC CMB 3) SFPUC CMB/HEM (Archeologist) 4) SFPUC CMB/HEM (Archeologist)	1) SFPUC BEM 2) SFPUC BEM 3) SFPUC BEM and ERO 4) SFPUC BEM and ERO	1) Ensure that measures related to archeological discoveries are included in contract documents. 2) Ensure that all personnel attend environmental training prior to beginning work, receive "ALERT" sheet, and sign the training sign-in sheets. Maintain file of signature sheets for submittal to ERO. Monitor to ensure that the contractors implement measures in contract documents, report non-compliance and ensure corrective action. 3) Evaluate the potential discovery and advise the ERO as to the significance of the discovery. If warranted, proceed with measures that may include the following: a. On-site preservation of resource; b. Archeological monitoring program with prior review/approval of ERO; or c. Archeological testing/data recovery program with prior review/approval of ERO. 4) Prepare a Final Archeological Resources Report. Submit to ERO for review and approval. Submit to others as required once approved by ERO.	1) Design 2) Preconstruction and Construction 3) Construction 4) Post Construction

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San Francisco Westside Recycled Water Project
MAWP

Environmental Planning Case No. 2008.00912E
August 2015

SAN FRANCISCO WESTSIDE RECYCLED WATER PROJECT (SF Environmental Planning Case No. 2008.00912E) – MITIGATION MONITORING AND REPORTING PROGRAM (Continued)

Impact No.	Impact Summary	Adopted Mitigation Measures	Monitoring and Reporting Program			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
CP-2 (cont.)		Copies of the Draft FARR shall be sent to the ERO for review and approval. Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archeological Site Survey NWIC shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. The Environmental Planning division of the Planning Department shall receive one bound copy, one unbound copy and one unlocked, searchable copy on compact disk (CD) three copies of the FARR along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest or interpretive value, the ERO may require a different final report content, format, and distribution than that presented above.				
CP-3	The project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.	<p>Mitigation Measure M-CP-3: Accidental Discovery of Paleontological Resources.</p> <p>The following measures shall be implemented should construction at the recycled water treatment plant site result in the accidental discovery of paleontological resources:</p> <p>To reduce the potential for the proposed project to result in a significant impact on paleontological resources, the SFPUC shall arrange for a paleontologist training by a qualified paleontologist regarding the potential for such resources to exist in the project site and how to identify such resources. The training could consist of a recorded presentation of the initial training that could be reused for new personnel. The training shall also include a review of penalties for looting and disturbance of these resources. An alert sheet shall be prepared by the qualified paleontologist and shall include the following:</p> <ol style="list-style-type: none"> 1. A discussion of the potential to encounter paleontological resources. 2. Instructions for reporting observed looting of a paleontological resource; and instructions that if a paleontological deposit is encountered within a project area, all soil-disturbing activities in the vicinity of the deposit shall cease and the Environmental Review Officer (ERO) shall be notified immediately. 3. Who to contact in the event of an unanticipated discovery. <p>If potential fossils are discovered by construction crews, all earthwork or other types of ground disturbance within 50 feet of the find shall stop immediately until the qualified professional paleontologist can assess the nature and importance of the find. Based on the scientific value or uniqueness of the find, the paleontologist may record the find and allow work to continue, or recommend salvage and recovery of the fossil. The paleontologist may also propose modifications to the stop-work radius based on the nature of the find, site geology, and the activities occurring on the site. If treatment and salvage is required, recommendations shall be consistent with SVI 1995 guidelines and currently accepted scientific practice, and shall be subject to review and approval by the ERO or designee. If required, treatment for fossil remains may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection, and may also include preparation of a report for publication describing the finds. The SFPUC shall be responsible for ensuring that treatment is implemented and reported to the San Francisco Planning Department. If no report is required, the SFPUC shall nonetheless ensure that information on the nature, location, and depth of all finds is readily available to the scientific community through university curation or other appropriate means.</p>	<ol style="list-style-type: none"> 1) SFPUC EMB 2) SFPUC CMB/BEM (Paleontologist) 3) SFPUC CMB/BEM 	<ol style="list-style-type: none"> 1) SFPUC NEM 2) SFPUC BEM and ERO 3) SFPUC BEM and ERO 	<ol style="list-style-type: none"> 1) Ensure that contract documents include the listed measures related to paleontological resources. 2) Obtain and review resume or other documentation on paleontologist's qualifications. Ensure that contractor's staff participate in the environmental training prior to beginning work and sign the training sign-in sheet. Maintain file of sign-in sheets. 3) In the event of a discovery, confirm suspension of work, examine fossil, and advise the ERO to the significance of the discovery. Earthwork and ground disturbance in the vicinity of find shall stop until qualified paleontologist can assess nature/importance of find and make a recommendation regarding further action. 4) Monitor to ensure that the contractor implements measures in contract documents including insuring that all potential discoveries are reported as required and that contractor suspends work in the vicinity. Report noncompliance and ensure corrective action. 	<ol style="list-style-type: none"> 1) Design 2) Preconstruction and Construction 3) Construction.

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San Francisco Westside Recycled Water Project
MARIP

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Environmental Planning Case No. 2008.00912E
August 2015

SAN FRANCISCO WESTSIDE RECYCLED WATER PROJECT (SF Environmental Planning Case No. 2008.00912E) – MITIGATION MONITORING AND REPORTING PROGRAM (Continued)

Impact No.	Impact Summary	Adopted Mitigation Measures	Monitoring and Reporting Program			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
Cultural and Paleontological Resources (cont.)						
CP-4	The proposed project could accidentally disturb unknown human remains, including those interred outside of formal cemeteries.	<p>Mitigation Measure M-CP-4: Accidental Discovery of Unknown Human Remains.</p> <p>The following measures shall be implemented should construction activities, all of which are outside a dedicated cemetery, result in the accidental discovery of previously unknown human remains and associated cultural materials:</p> <p>The treatment of human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activities shall comply with applicable state laws. This shall include immediate notification of the coroner of the county within which the project is located for (i) a determination that no investigation of the cause of death is required; and (ii) in the event of the coroner's determination that the human remains are Native American, notification of the California Native American Heritage Commission, which shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archaeological consultant, SFPUC, and MLD shall make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5(d)). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. The PRC allows 24 hours to reach agreement on these matters. If the MLD and the other parties do not agree on the reburial method, the SFPUC shall follow Section 5097.98(b) of the PRC, which states that "the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance."</p>	1) SFPUC BMB 2) SFPUC CMR/BEM (Archaeologist) 3) SFPUC CMR/BEM	1) SFPUC BEM 2) SFPUC BEM 3) SFPUC BEM and ERO	1) Ensure that contract documents include measures related to discovery of human remains. 2) If potential human remains or funerary objects are encountered, mobilize an archeologist to confirm existence of human remains. If human remains are confirmed, perform required coordination and notifications. 3) Monitor to ensure that the contractor implements measures in contract documents including insuring that all potential human remains are reported as required and that contractor suspends work in the vicinity. Report noncompliance and ensure corrective action.	1) Design 2) Construction 3) Construction
CP-5	Construction of the proposed project along Clement Street from 36th Avenue to 39th Avenue on the south side of Lincoln Park could disturb human remains associated with the historic-period Golden Gate Cemetery.	<p>Mitigation Measure M-CP-5: Archeological Monitoring Program.</p> <p>Based on the potential that human remains associated with the historic-period Golden Gate Cemetery may be present (buried) within the project area, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on the human remains if exposed during construction. The project sponsor shall retain the services of a qualified archeological consultant, based on standards developed by the Planning Department archeologist. The archeological consultant shall undertake an archeological monitoring program (AMP) as specified herein. In addition, the consultant shall be available to conduct an archeological data recovery program (ADRP) if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO. Archeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for up to a maximum of four weeks. At the direction of the ERO, the suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less than significant level potential effects on a significant archeological resource as defined in CEQA Guidelines, Sect. 15064.5 (d)(3).</p> <p>Archeological Monitoring Program. The archeological consultant shall prepare and submit to the ERO for review and approval an AMP for the ground disturbing activities associated with construction of distribution pipelines along Clement Street from 36th Avenue to 39th Avenue on the south side of Lincoln Park and a connection point to</p>	1) SFPUC CMR/BEM (Archaeologist) 2) SFPUC BEM (Archaeologist) 3) SFPUC CMR/BEM 4) SFPUC BEM (Archaeologist)	1) SFPUC BEM and ERO 2) SFPUC BEM and ERO 3) SFPUC BEM and ERO 4) SFPUC BEM and ERO	1) Prepare and implement an Archeological Monitoring Program in consultation with ERO. Submit AMP to the ERO for review and approval. If human remains are encountered, perform required coordination and notifications. Document activities in monitoring logs. 2) If required by the ERO, prepare Archeological Data Recovery Plan and submit for review and approval to ERO. 3) Monitor to ensure that contractor implements applicable measures in contract documents. Report noncompliance, and ensure corrective action. 4) Prepare Final Archeological Resources Report (FARR) to document historical significance of any discovered archeological resource and submit to ERO.	1) Preconstruction/ Construction 2) Preconstruction/ Construction 3) Construction 4) Post-construction

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San Francisco Westside Recycled Water Project
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Environmental Planning Case No. 2008.00912E
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SAN FRANCISCO WESTSIDE RECYCLED WATER PROJECT (SF Environmental Planning Case No. 2008.00912B) – MITIGATION MONITORING AND REPORTING PROGRAM (Continued)

Impact No.	Impact Summary	Adopted Mitigation Measures	Monitoring and Reporting Program			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
CP-5 (cont.)	Cultural and Paleontological Resources (cont.)	<p>the Lincoln Park Pump Station. The AMP shall be conducted in accordance with the approved AMP. The AMP shall minimally include the following provisions:</p> <ul style="list-style-type: none"> The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the AMP reasonably prior to any project-related soils disturbing activities commencing. The ERO in consultation with the archeological consultant shall determine what project activities shall be archeologically monitored and the frequency. In most cases, any soils-disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archeological monitoring because of the risk these activities pose to potential human remains and to their depositional context. The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of human remains; The archeological monitor(s) shall be present on the project site according to a schedule agreed upon by the archeological consultant and the ERO until the ERO has, in consultation with project archeological consultant, determined that project construction activities could have no effects on human remains; The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis; If human remains are encountered, all soils-disturbing activities in the vicinity of the find shall cease. The archeological monitor shall be empowered to temporarily redirect demolition/excavation/pile driving/construction activities and equipment until the find is evaluated. The archeological consultant shall immediately notify the ERO of the encountered human remains. <p>If human remains are encountered, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the SFPUC immediately notifies the San Francisco County coroner for (i) a determination that no investigation of the cause of death is required; and (ii) a determination whether the human remains are Native American. If the human remains are not Native American, and if the coroner determines the remains are not subject to his or her authority, the ERO in consultation with the archeological consultant shall determine if additional measures are warranted. Additional measures that may be undertaken include additional archeological testing and/or an ADRIP. If the ERO determines that the human remains could be adversely affected by the proposed project, at the discretion of the project sponsor either:</p> <ol style="list-style-type: none"> The proposed project shall be re-designed so as to avoid any adverse effect on the human remains; or A data recovery program shall be implemented, unless the ERO determines that the find is of greater interpretive than research significance and that interpretive use of the find is feasible. <p>Archeological Data Recovery Program. If required by the ERO, the archeological data recovery program shall be conducted in accord with an ADRIP. The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ADRIP.</p>				

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San Francisco Westside Recycled Water Project
MIRP

Environmental Planning Case No. 2008.00912B
August 2015

SAN FRANCISCO WESTSIDE RECYCLED WATER PROJECT (SF Environmental Planning Case No. 2008.00912E) - MITIGATION MONITORING AND REPORTING PROGRAM (Continued)

Impact No.	Impact Summary	Adopted Mitigation Measures	Monitoring and Reporting Program			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
CP-8 (cont.)	Cultural and Paleontological Resources (cont.)	<p>prior to preparation of a draft ADRP. The archaeological consultant shall submit a draft ADRP to the ERO. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archaeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archaeological resources if nondestructive methods are practical.</p> <p>The scope of the ADRP shall include the following elements:</p> <ul style="list-style-type: none"> • <i>Field Methods and Procedures.</i> Description of proposed field strategies, procedures, and operations. • <i>Cataloging and Laboratory Analysis.</i> Description of selected cataloging system and artifact analysis procedures. • <i>Discard and Deaccession Policy.</i> Description of and rationale for field and post-field discard and deaccession policies. • <i>Interpretive Program.</i> Consideration of an on-site/off-site public interpretive program during the course of the ADRP. • <i>Security Measures.</i> Recommended security measures to protect the archaeological resource from vandalism, looting, and non-intentionally damaging activities. • <i>Final Report.</i> Description of proposed report format and distribution of results. • <i>Curation.</i> Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities. <p><i>Final Archaeological Resources Report.</i> The archaeological consultant shall submit a Draft Final Archaeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archaeological resource and describes the archaeological and historical research methods employed in the archaeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archaeological resource shall be provided in a separate removable insert within the final report.</p> <p>Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archaeological Site Survey NWIC shall receive one (1) copy and the ERO shall receive a copy of the transmitted of the FARR to the NWIC. The Environmental Planning division of the Planning Department shall receive one bound, one unbound, and one unlocked, searchable PDF copy on CD of the FARR along with copies of any formal site recordation forms (California Department of Parks and Recreation 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.</p>				

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San Francisco Westside Recycled Water Project
MARP

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Environmental Planning Case No. 2008.00912E
August 2015

SAN FRANCISCO WESTSIDE RECYCLED WATER PROJECT (SF Environmental Planning Case No. 2008.00912E) – MITIGATION MONITORING AND REPORTING PROGRAM (Continued)

Impact No.	Impact Summary	Adopted Mitigation Measures	Monitoring and Reporting Program			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
Cultural and Paleontological Resources (cont.)						
C-CP	The proposed project could result in cumulatively considerable impacts related to historical, archaeological, or paleontological resources or human remains.	Implement Mitigation Measures M-CP-2 (Accidental Discovery of Archaeological Resources), M-CP-3 (Accidental Discovery of Paleontological Resources), M-CP-4 (Accidental Discovery of Unknown Human Remains), and M-CP-5 (Archaeological Monitoring Program).			See respective mitigation measures	
Air Quality						
AQ-2	The proposed project's construction activities would generate fugitive dust and criteria air pollutants, and could violate an air quality standard or contribute substantially to an existing or projected air quality violation.	Mitigation Measure M-AQ-2: Construction Emissions Minimization. A. Additional Exhaust Control Measures. In addition to complying with the Clean Construction Ordinance requirements (use of biodiesel fuel grade B20 or higher, and other fuels or exceeds Tier 2 engines or operate with the most effective VDECS for off-road equipment), average construction-related NOx emissions from all overlapping project components shall not exceed 54 pounds per day. The construction contract specifications shall require the contractor to submit a comprehensive inventory of all off-road construction equipment greater than 25 horsepower and operating for more than 20 total hours over the entire duration of construction activities. The inventory shall include each vehicle's license plate number, horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. The inventory shall demonstrate, through the use of Tier 3 engines (or engines retrofitted with CARB Level 3 Verified Diesel Emissions Control Strategy), that the combined average emissions from all overlapping project components shall not exceed 54 pounds per day. The contractor shall update the inventory and submit it monthly to the SFPUC throughout the duration of the project.	1) SFPUC RMB 2) SFPUC CMB/HBM	1) SFPUC BEM 2) SFPUC BEM/	1) Ensure all appropriate language incorporated into contract documents. 2) Monitor to ensure that contractor implements measures in contract documents including the update and monthly submittal of comprehensive inventories to the SFPUC throughout the duration of the project.	1) Design 2) Construction
Biological Resources						
BI-1	The project would potentially have a substantial adverse effect, either directly or through habitat modifications, on species identified as candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS.	Mitigation Measure M-BI-1a: Nesting Bird Protection Measures. Nesting birds and their nests shall be protected during construction by use of the following: • Conducting vegetation and tree removal and construction activities outside the bird nesting season (February 1 to August 30), to the extent feasible. • If construction occurs during the bird nesting season, a qualified wildlife biologist would conduct preconstruction surveys within seven days of the start of construction or after any construction breaks of 14 days or more to identify active nests. A nest is defined to be active for raptors if there is a pair of raptors displaying reproductive behavior (i.e., courting) at the nest and/or if the nest contains eggs or chicks. Surveys shall be performed for the project site and suitable habitat within 250 feet of the project site in order to locate any active passerine nests and within 500 feet of the project site to the extent access is granted by other property owners to locate any active raptor (birds of prey) nests or double-crested cormorant or heron rookeries. • If active nests are located during the preconstruction bird nesting survey, the wildlife biologist shall evaluate if the schedule of construction activities could affect the active nest and the following measures shall be implemented based on their determination: 1. If construction is not likely to affect the active nest, it may proceed without restriction; however, a biologist shall regularly monitor the nest to confirm there is no adverse effect and may revise their determination at any time during the nesting season. In this case, the following measure would apply:	1) SFPUC BMB 2) SFPUC CMB/BEM (Qualified Biologist) 3) SFPUC CMB	1) SFPUC BEM 2) SFPUC BEM 3) SFPUC BEM	1) Ensure that requirements related to nesting bird protection are included in contract documents. 2) Obtain and review resume or other documentation of consulting biologist's qualifications. Conduct surveys as required. If active nests are located during survey, establish buffer zones, consulting with USFWS/CDFW as necessary, and monitor regularly. Document monitoring activities in logs. 3) Monitor to ensure that contractor(s) implements measures in contract documents. Report noncompliance, and ensure corrective action.	1) Design 2) Preconstruction and Construction 3) Construction

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San Francisco Westside Recycled Water Project
MMP

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Environmental Planning Case No. 2008.00912E
August 2015

SAN FRANCISCO WESTSIDE RECYCLED WATER PROJECT (SF Environmental Planning Case No. 2008.00912E) – MITIGATION MONITORING AND REPORTING PROGRAM (Continued)

Impact No.	Impact Summary	Adopted Mitigation Measures	Monitoring and Reporting Program			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
B1-1 (cont.)		<p>2. If construction may affect the active nest, the biologist shall establish a no disturbance buffer. The biologist shall determine the appropriate buffer taking into account the species involved, the presence of any obstruction, such as a building, is within line-of-sight between the nest and construction, and the level of project and ambient activity (i.e. adjacent to a road or active trail). No disturbance buffers for passerines typically vary from 25 feet and greater and for raptors from 300 feet and greater. For bird species that are federally and/or state-listed sensitive species (i.e., threatened, endangered, fully protected, species of special concern), an SFPUC representative, supported by the wildlife biologist, shall consult with the USFWS and/or CDFW regarding nest buffers.</p> <p>Removing inactive passerine nests may occur at any time. Inactive raptor nests shall not be removed unless approved by the USFWS and/or CDFW.</p> <p>Removing or relocating active nests shall be coordinated by the SFPUC representative with the USFWS and/or CDFW, as appropriate, given the nests that are found on the site.</p> <p>Any birds that begin nesting within the project area and survey buffers amid construction activities are assumed to be habituated to construction-related or similar noise and disturbance levels and no work exclusion zones shall be established around active nests in these cases.</p>				
		<p>Mitigation Measure M-B1-1b: Avoidance and Minimization Measures for Special-Status Bats.</p> <p>In coordination with the SFPUC, a qualified wildlife biologist shall conduct preconstruction special-status bat surveys before trees and structures that are suitable for bat roosting (i.e., excluding temporary trailers, retaining walls, etc.) are removed. If active day or night roosts are found, the wildlife biologist shall take actions to make such roosts unsuitable habitat before trees and structures are removed. A no-disturbance buffer of 100 feet shall be created around active bat roosts being used for maternity or hibernation purposes. Bat roosts that begin during construction are presumed to be unaffected, and no buffer would be necessary.</p>	<p>1) SFPUC EMB 2) SFPUC CMB/BEM (Qualified Biologist) 3) SFPUC CMB/BEM</p>	<p>1) SFPUC BEM 2) SFPUC BEM 3) SFPUC BEM</p>	<p>1) Ensure that contract documents include applicable avoidance and minimization measures. 2) Obtain and review resume or other documentation of consulting biologist's qualifications. Conduct preconstruction survey. If roosts are found, implement appropriate measures. Document activities in monitoring logs. 3) Monitor to ensure that contractor(s) implement measures in contract documents. Report noncompliance, and ensure corrective action.</p>	<p>1) Design 2) Preconstruction and Construction 3) Construction</p>
		<p>Mitigation Measure M-B1-1c: Avoidance and Minimization Measures for California Red-Legged Frog and Western Pond Turtle.</p> <p>During construction on Route 35/Skyline Boulevard, at the Central Pump Station site, on the pipeline route within Golden Park near aquatic habitat, and during use of the Handling Road and Hards Road staging areas, the SFPUC shall ensure a biological monitor is present during installation of exclusion fencing and initial vegetation clearing and/or grading, and shall implement the following measures:</p> <p>Within one week before work at these sites begins (including demolition and vegetation removal), a qualified biologist shall supervise the installation of exclusion fencing along the boundaries of the work area, as deemed necessary by the biologist to prevent California red-legged frogs and western pond turtles from entering the work area. The construction contractor shall install suitable fencing with a minimum height of 3 feet above ground surface with an additional 4-6 inches of fence material buried for unpaved surfaces and sand-bagged at the lower edge where needed for paved surfaces such that species cannot crawl under the fence.</p>	<p>1) SFPUC EMB 2) SFPUC CMB/BEM (Biologist) 3) SFPUC CMB/BEM (Biologist) 4) SFPUC CMB/BEM</p>	<p>1) SFPUC BEM 2) SFPUC BEM 3) SFPUC BEM 4) SFPUC BEM</p>	<p>1) Ensure that contract documents include applicable avoidance and minimization measures for California red-legged frog, western pond turtles, including requirement for exclusion fencing. 2) Develop worker training program and ensure that all construction personnel participate in the environmental training prior to beginning work at the job site(s). Require workers to sign the training program sign-in sheet. Maintain file of training sign-in sheets. 3) Obtain and review resume or other documentation of consulting biologist's qualifications. Conduct preconstruction surveys, species relocation (if it is not possible for the species to move out of the project area out of its own volition, and, in the case of an identified red-legged frog), approved by the USFWS and/or</p>	<p>1) Design 2) Preconstruction and Construction 3) Preconstruction and Construction 4) Construction</p>

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San Francisco Westside Recycled Water Project
MMPR

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Environmental Planning Case No. 2008.00912E
August 2015

SAN FRANCISCO WESTSIDE RECYCLED WATER PROJECT (SF Environmental Planning Case No. 2008.00912E) – MITIGATION MONITORING AND REPORTING PROGRAM (Continued)

Impact No.	Impact Summary	Adopted Mitigation Measures	Monitoring and Reporting Program			
			Responsible Party	Reviewing and Approval Party	Monitoring and Reporting Actions	Implementation Schedule
Biological Resources (cont.)						
B1-1 (cont.)		<ul style="list-style-type: none">A qualified biologist shall conduct environmental awareness training in person or via video for all construction workers prior to construction workers beginning their work efforts on the project. The training shall include information on species identification, avoidance measures to be implemented by the project, and the regulatory requirements and penalties for noncompliance. If necessary, the content shall vary according to specific construction areas (e.g., workers on city streets will receive training on nesting birds but not on California red-legged frog identification).A qualified biologist shall survey the project area within 48 hours before the onset of initial ground-disturbing activities and shall be present during initial vegetation clearing and ground-disturbing activities. The biological monitor shall monitor the exclusion fencing weekly to confirm proper maintenance and inspect for frogs and turtles. If California red-legged frogs or western pond turtles are found, the SFPUC shall halt construction in the vicinity that poses a threat to the individual as determined by the qualified biologist. If possible, the individual shall be allowed to move out of the project area of its own volition (i.e., if it is near the exclusion fence that can be temporarily removed to let it pass). For western pond turtles, a qualified biologist shall relocate turtles to the nearest suitable habitat. For California red-legged frog, a SFPUC representative shall contact the USFWS and/or CDFW for instructions on how to proceed. Construction shall resume after the individual is out of harm's way. <p>During project activities, excavations deeper than 6 inches shall be covered overnight or an escape ramp of earth or a wooden plank at a 3:1 rise shall be installed; openings such as pipes where California red-legged frogs or western pond turtles might seek refuge shall be covered when not in use, and all trash that may attract predators or hide California red-legged frogs or western pond turtles shall be properly contained on a daily basis, removed from the work site, and disposed of regularly. Following construction, the construction contractor shall remove all trash and construction debris from work areas.</p>			4) Monitor to ensure that contractor(s) implements measures in contract documents. Report noncompliance, and ensure corrective action.	
C-B1-1	The project, in combination with past, present, and reasonably foreseeable future projects in the vicinity, could result in significant cumulative impacts on biological resources.	Implement Mitigation Measures M-B1-1a (Nesting Bird Protection Measures), M-B1-1b (Avoidance and Minimization Measures for Special-Status Bats), and M-B1-1c (Avoidance and Minimization Measures for California Red-Legged Frog and Western Pond Turtle).	See respective mitigation measures			

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San Francisco Westside Recycled Water Project
MARP

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Environmental Planning Case No. 2004.0061E
August 2015

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 16-0049

WHEREAS, San Francisco Public Utilities Commission (SFPUC) staff developed a project description under the Water System Improvement Program (WSIP) for meeting water supply demands, otherwise known as Project No. CUW30201, San Francisco Westside Recycled Water Project (Project), in the City and County of San Francisco (City); and

WHEREAS, The Project is a water supply project approved by the SFPUC as part of the WSIP; and

WHEREAS, The Project objectives are to construct a new recycled water treatment facility, pump station, underground reservoir, and associated pipelines and that will produce and delivery up to two million gallons per day of recycled water for irrigation, lake fill, and other non-potable uses, to diversify the SFPUC's water supply portfolio, and increase the use of local water supply sources; and

WHEREAS, The State of California owns that certain property located at 100 Armory Drive in San Francisco (Property) as an estate for years. The City owns a remainder interest in the Property that will become effective upon the expiration of the State of California's estate in 2052. The San Francisco County Assessor's Office designates the Property as Block 7281, Lot 004; and

WHEREAS, The City acquired the Property from the federal government pursuant to a quitclaim deed recorded on August 19, 1953. By that deed, the federal government reserved the right for the State of California National Guard (National Guard) to occupy the Property for 99 years. The National Guard currently occupies the Property. The National Guard's right to occupy the Property expires on January 28, 2052; and

WHEREAS, The Project includes the proposed construction of a Recycled Water Treatment Facility (Recycled Water Facility) located at the SFPUC's Oceanside Water Pollution Control Plant (Oceanside Plant) and within a portion of the adjacent Property. That portion of the Property designated for the Recycled Water Facility occurs in an area outside of the National Guard fence that the SFPUC already currently manages pursuant to a landscape easement from the State of California; and

WHEREAS, Construction of the Recycled Water Facility will require one permanent building easement, one permanent maintenance easement, and one temporary construction easement (Easements) at the Property from the State of California, each across a portion of the Property that is not currently used by the National Guard; and

WHEREAS, A City-hired independent appraiser issued an appraisal of the Property on July 30, 2015, and SFPUC staff and the City Real Estate Division reviewed and agreed with the appraisal in August 2015; and

WHEREAS, An Environmental Impact Report (EIR) as required by the California Environmental Quality Act (CEQA) was prepared for the Project and the Final EIR (FEIR) was reviewed and certified by the San Francisco Planning Commission on September 3, 2015 (Planning Department File No. 2008.0091E) in its Motion No. M-19442. The FEIR prepared for the Project is tiered from the Water System Improvement Program Environmental Impact Report (PEIR) adopted by the this Commission in Resolution No. 08-200 dated October 30, 2008, as authorized and in accordance with CEQA and CEQA Guidelines. On September 8, 2015, this Commission, by Resolution 15-0187, (1) approved the Project; and (2) adopted CEQA Findings, including a statement of overriding considerations, and a Mitigation Monitoring and Reporting Program (MMRP) required by CEQA; and (3) authorized the General Manager of the SFPUC to implement the Project, in compliance with the Charter and applicable law, and subject to subsequent Commission action and Board of Supervisors approval, where required; and

WHEREAS, The Project files including FEIR, PEIR, and SFPUC Resolution No. 15-0187 have been made available for review by the SFPUC and the public, and those files are part of the record before this Commission; and

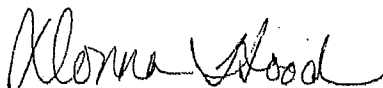
WHEREAS, City and the State of California have negotiated and prepared a proposed Agreement for Purchase and Sale of Real Estate (Purchase Agreement), a copy of which is on file with this Commission's Secretary, which provides for the purchase of the Easements by City from State; now, therefore, be it

RESOLVED, That this Commission recommends to the City's Board of Supervisors that it approve the purchase of these Easements from the State of California for an amount not to exceed \$25,000; and, be it

FURTHER RESOLVED, That this Commission approves the terms and conditions of the Purchase Agreement for the Easements and authorizes the General Manager and/or the Director of Property or their respective designees, subject to Board of Supervisors' approval of the proposed Easement purchase transaction, to execute the Purchase Agreement; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager and/or the Director of Property to enter into any amendments or modifications to the Purchase Agreement, if approved: including without limitation, modification, addition, or deletion of exhibits and to enter into any related documents, instruments, memoranda, or other agreements reasonably necessary to consummate the transaction contemplated in the Purchase Agreement, that the General Manager determines, in consultation with the City Attorney, are in the best interests of the City; do not materially increase the liabilities or obligations of the City or materially diminish the benefits to the City; are necessary or advisable to effectuate the purposes and intent of the Purchase Agreement or this Resolution; and comply with all applicable laws, including the City Charter.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of March 8, 2016.



Secretary, Public Utilities Commission



San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

November 3, 2017

Acquisition of easements for the
SFPUC Westside Recycled Water Project

Honorable Board of Supervisors
City & County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Dear Board Members:

Enclosed for your consideration is a Resolution authorizing an agreement for conveyance and acceptance of interests in real property from the State of California Department of General Services acting on behalf of the State of California Military Department consisting of easements for subsurface tiebacks, access, and maintenance over real property as part of the SFPUC Water System Improvement Program.

The Westside Recycled Water Project will provide up to 4 million gallons per day of groundwater from the Westside Groundwater Basin to augment San Francisco's municipal water supply. The project will diversify the SFPUC's water supply by developing recycled water, developing a new water supply in San Francisco that is both reliable and drought resistant, and reduce the use of potable water and groundwater for irrigation and other non-potable uses by supplying those demands with recycled water.

Through this proposed legislation, we are asking that the Board of Supervisors to approve and authorize the Agreement for Conveyance and Acceptance of Real Property between the State of California and the City and County of San Francisco.

If you have any questions or need additional information, Please call Brian Morelli of the SFPUC at 415-554-1545.

Edwin M. Lee
Mayor

Ike Kwon
President

Vince Courtney
Vice President

Ann Möller Caen
Commissioner

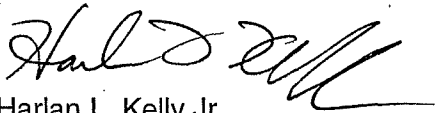
Francesca Vietor
Commissioner

Anson Moran
Commissioner

Harlan L. Kelly, Jr.
General Manager



Respectfully,

A handwritten signature in black ink, appearing to read "Harlan L. Kelly Jr.", written in a cursive style.

Harlan L. Kelly Jr.
SFPUC General Manager

cc: Naomi Kelly, City Administrator

w/ Resolution;
Rosanna Russell SFPUC

Westside Recycled Project

Acquisition of Easements from the
State of California
National Guard Armory



San Francisco
Water
Power
Sewer

Westside Recycled Water Project - Overview

- Produce average 1.6 mgd; 4 mgd peak production
 - Irrigation and lake fill in GGP; irrigation of Lincoln Park GC, and Presidio properties
- New treatment facility within Oceanside Plant
 - Major components sized for build-out peak production of 5 mgd
- 7.7 miles of new pipeline
- New reservoir and pump station in GGP
- Irrigation system modifications – GGP, Lincoln Park

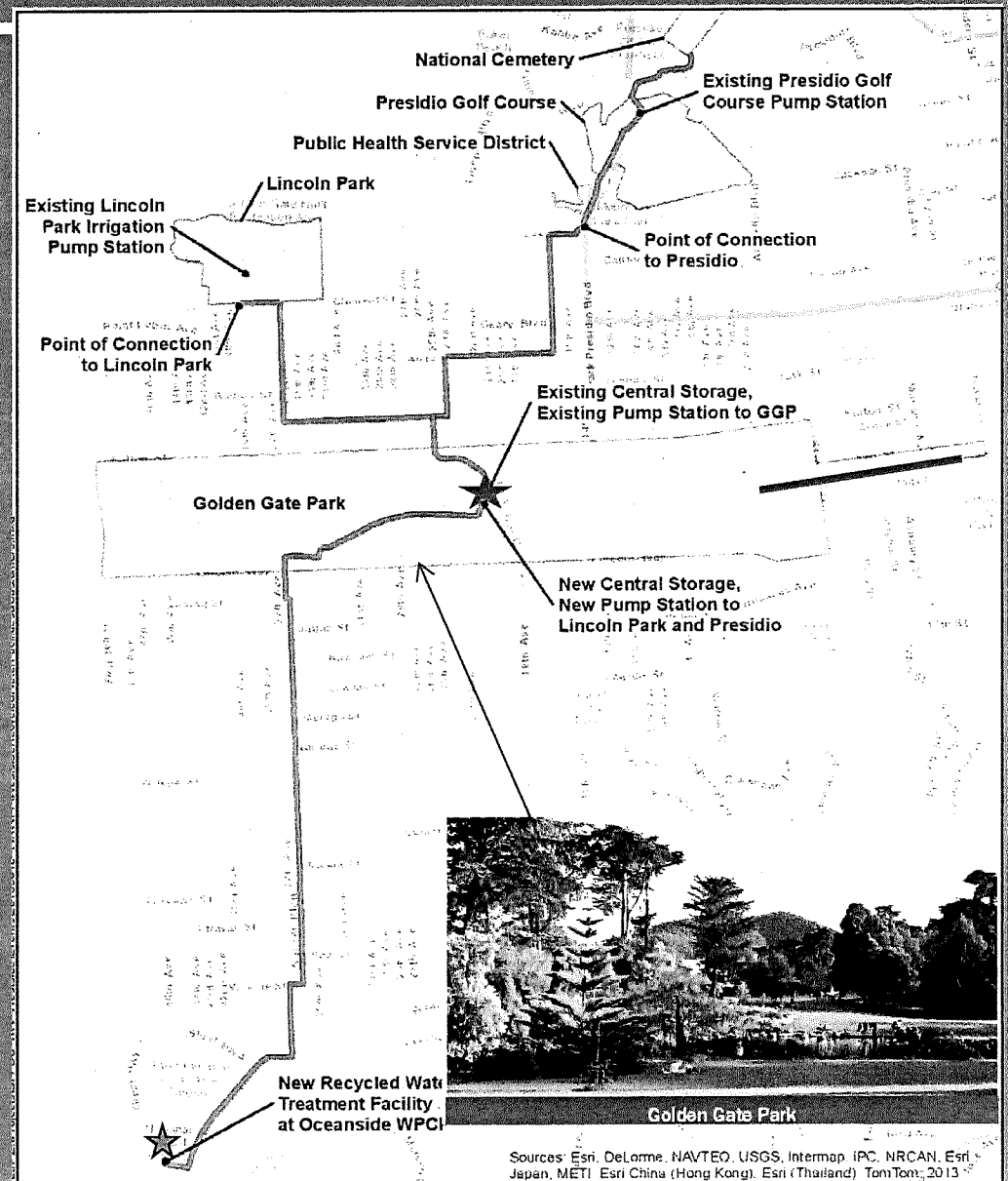
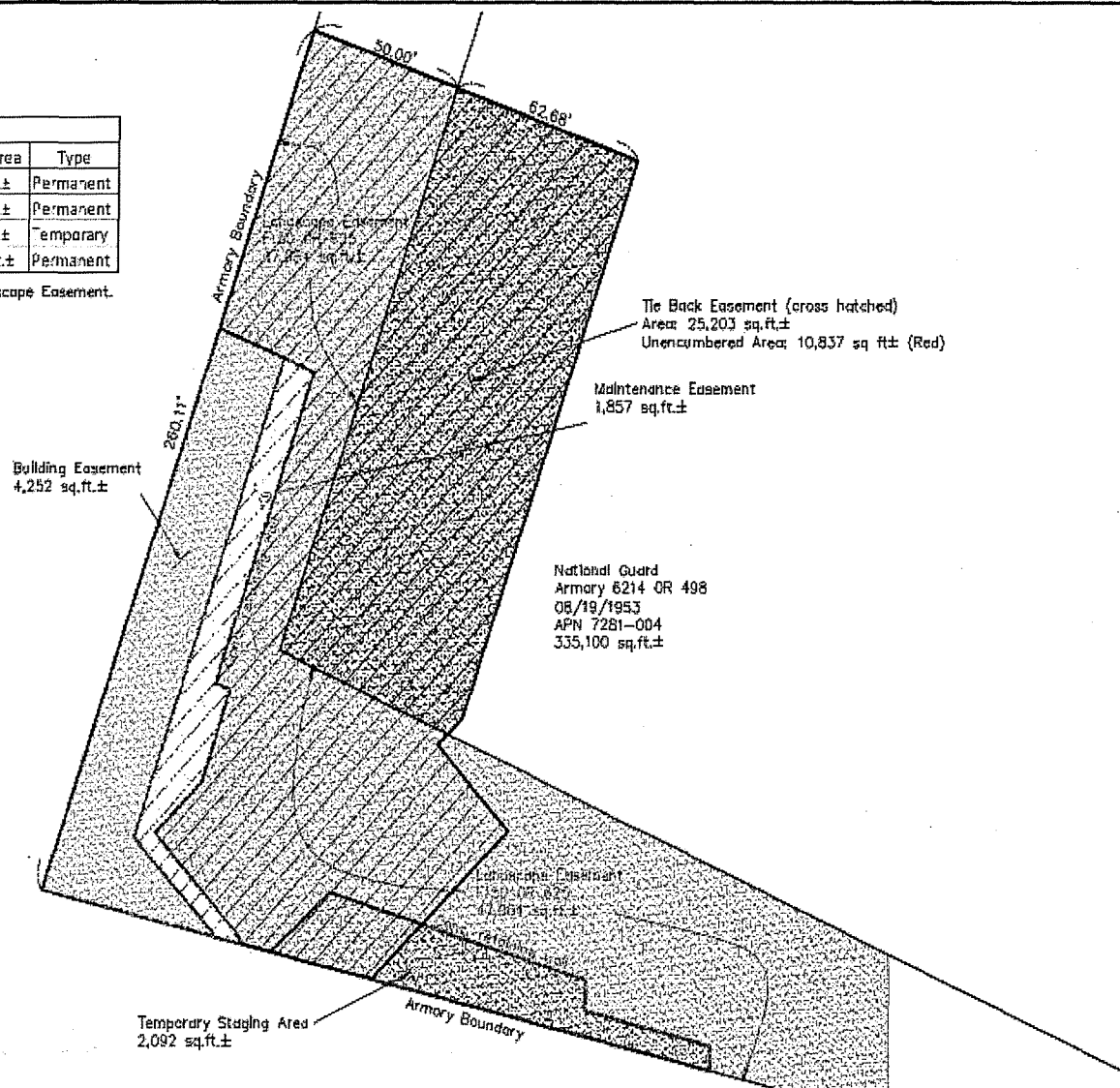


Table				
Site	APN	Total Armory Area	Easement Area	Type
Building	7281-004	335,100 sq.ft.±	4,252 sq.ft.±	Permanent
Maintenance	7281-004	335,100 sq.ft.±	1,857 sq.ft.±	Permanent
Staging	7281-004	335,100 sq.ft.±	2,092 sq.ft.±	Temporary
Tie Back	7281-004	335,100 sq.ft.±	25,203 sq.ft.±	Permanent

Note: The Building and Maintenance Easements are within the Landscape Easement.



Scale: 1"=40'

City and County of San Francisco
Public Utilities Commission
Real Estate Services

National Guard Overlaps.dwg

02/13/2015
Revised 06/29/2016

Appraisal Map
National Guard Armory
Recycled Water Treatment Facility

City and County of San Francisco





National Guard Armory Easement Acquisition

Permanent Building Area: 4252 square feet

Permanent Maintenance Area: 1857 square feet

Permanent Tie-back Area: 25,203 square feet

Temporary Staging Area: 2092 square feet

Total Easement Cost \$2000



San Francisco
Water
Power
Sewer

