

File No. 176570

Committee Item No. 5

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date July 13, 2017

Board of Supervisors Meeting

Date _____

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Completed by: Linda Wong Date July 7, 2017

Completed by: Linda Wong Date _____

1 [Memorandum of Understanding - Treasure Island Development Authority - Wastewater
2 Treatment and Recycling Facilities - Treasure Island and Yerba Buena Island]

3 **Resolution approving and authorizing the execution of a Memorandum of**
4 **Understanding between the Treasure Island Development Authority and the San**
5 **Francisco Public Utilities Commission for proposed new wastewater treatment and**
6 **recycled water treatment facilities to serve Treasure Island and Yerba Buena Island.**
7

8 WHEREAS, Former Naval Station Treasure Island was a military base located on
9 Treasure Island and Yerba Buena Island (together, the "Base"), which was owned by the
10 United States of America, acting by and through the Department of the Navy (the "Navy"); and

11 WHEREAS, The Base was selected for closure and disposition by the Base
12 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
13 subsequent amendments; and

14 WHEREAS, The United States Department of Defense designated the City and County
15 of San Francisco ("City") as the entity responsible for the conversion of the Base under the
16 federal disposition process; and

17 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
18 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
19 corporation known as the Treasure Island Development Authority (TIDA) to act as a single
20 entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
21 conversion of the Base for the public interest, convenience, welfare and common benefit of
22 the inhabitants of the City and County of San Francisco; and

23 WHEREAS, In May 10, 2011, the San Francisco Public Utilities Commission (SFPUC)
24 adopted Resolution No. 11-0068, conditionally approving an Interagency Cooperation
25 Agreement (ICA) between the City and TIDA, provided that the SFPUC retained full discretion

1 to approve a future agreement with TIDA outlining the terms upon which the SFPUC may
2 finance, design, build, own and operate a new Wastewater Treatment Facility (WWTF),
3 including recycled water production; and

4 WHEREAS, SFPUC staff and TIDA staff have negotiated the terms of a Memorandum
5 of Understanding (the "MOU"); and

6 WHEREAS, It is the intent of the MOU to record the parties' understanding as to: the
7 SFPUC's development of new wastewater treatment facilities necessary for treatment and
8 discharge of sanitary sewage (WWTF), including production of recycled water (RWTF)
9 (collectively, the WWTP Project) on Treasure Island; the necessary real property
10 improvements to the WWTP Project site; TIDA's transfers to the SFPUC of fee and easement
11 interests for the WWTP Project construction and operation; SFPUC's right to continued use of
12 existing comparable property to support existing contract utility services or future public utility
13 operations; and TIDA's transfer to the SFPUC of an additional parcel of 4-6 acres contiguous
14 to the WWTF site; and

15 WHEREAS, Under the MOU, TIDA must ensure various actions are completed as
16 condition precedent for the SFPUC to begin construction of the WWTP Project, including but
17 not limited to, site preparation, conveyance of property to the SFPUC, and any necessary site
18 remediation; and

19 WHEREAS, New service connections must enter into an agreement with TIDA to
20 obtain sanitary sewage collection and treatment service for the subdivision, subject to
21 possible transfer of service to SFPUC in the future on terms consistent with SFPUC's rules,
22 regulations, rates, fees and charges; and

23 WHEREAS, TIDA will continue to be the service provider for any customers whose
24 flows are conveyed to the WWTF in whole or in part by currently existing legacy infrastructure;
25 and

1 WHEREAS, On June 7, 2011, the Board of Supervisors, in compliance with the
2 California Environmental Quality Act (CEQA), reviewed and considered the Final
3 Environmental Impact Report ("FEIR") for the Treasure Island / Yerba Buena Island
4 Redevelopment Plan, and adopted Resolution No. 246-11, including the CEQA Findings, the
5 Mitigation and Monitoring Reporting Program (MMRP) and a Statement of Overriding
6 Considerations for the Treasure Island-Yerba Buena Island Project and approved the Project,
7 which includes the WWTP Project; and

8 WHEREAS, CEQA review for the WWTP as proposed is complete; and

9 WHEREAS, Additional CEQA review and, if necessary, preparation of the appropriate
10 CEQA document will be completed prior to this Commission's approval of the WWTP Project
11 construction, including specific processes and equipment, any modifications to related
12 facilities such as the existing outfall, or approval of a development plan for the Additional
13 Parcel; and

14 WHEREAS, The City's budget decisions are subject to the discretion of the Mayor and
15 the Board of Supervisors, and the City has no obligation to make appropriations for the
16 obligations of the parties contemplated in the MOU in lieu of appropriations for new or other
17 agreements; and

18 WHEREAS, A copy of the MOU is on file with the Clerk of the Board of Supervisors in
19 File No. 170570; and

20 WHEREAS, The Commission authorized the General Manager of the SFPUC to
21 execute the MOU, subject to this Board's approval, at its meeting on April 25, 2017, by
22 adopting Resolution No. 17-0089; and

23 WHEREAS, The TIDA Board of Directors authorized the Director of Island Operations
24 to execute the MOU at its meeting on March 8, 2017; and

1 WHEREAS, TIDA's Bylaws require the Board of Supervisors' approval of agreements
2 with a term in excess of ten years or anticipated revenues of one million dollars (\$1,000,000)
3 or more; and

4 WHEREAS, SFPUC agreements with a term in excess of ten years require the Board
5 of Supervisors' approval pursuant to Charter Section 9.118; now, therefore, be it


6 RESOLVED, That the Board of Supervisors has reviewed and considered the FEIR
7 and record as a whole, finds the action taken herein is within the scope of the Project and
8 activities evaluated in the FEIR, and that the FEIR is adequate for its use as the decision-
9 making body for the action taken herein; and, be it

10 FURTHER RESOLVED, That the Board of Supervisors, in exercising its independent
11 judgment, adopts and incorporates by reference all prior findings adopted by the SFPUC and
12 this Board for the Project including, without limitation, the findings set forth in the San
13 Francisco Public Utilities Commission Resolution No. 11-0068, and this Board's findings in
14 Resolution No. 246-11, including the CEQA Findings, the Mitigation and Monitoring Reporting
15 Program and a Statement of Overriding Considerations for the Treasure Island-Yerba Buena
16 Island Project, which includes the WWTP Project; and, be it

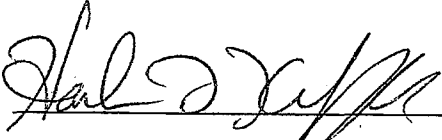
17 FURTHER RESOLVED, That the Board of Supervisors hereby approves the terms of
18 the MOU and authorizes TIDA's Director of Island Operations and the SFPUC's General
19 Manager to execute the MOU.

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RECOMMENDED:



Robert Beck, Director
Treasure Island Development Authority



Harlan L. Kelly, Jr., General Manager
San Francisco Public Utilities Commission

Item 5 File 17-0570	Department: San Francisco Public Utilities Commission (SFPUC) Treasure Island Development Authority (TIDA)
EXECUTIVE SUMMARY	
Legislative Objectives	
<ul style="list-style-type: none"> • Resolution approving and authorizing the execution of a Memorandum of Understanding (MOU) between the Treasure Island Development Authority (TIDA) and the San Francisco Public Utilities Commission (SFPUC) for proposed new wastewater treatment and recycled water treatment facilities to serve Treasure Island and Yerba Buena Island. 	
Key Points	
<ul style="list-style-type: none"> • The existing wastewater facilities for Treasure Island and Yerba Buena Island were constructed in 1961, and upgraded in 1969 and 1989. In October 2013, the Board of Supervisors approved \$10,000,000 of capital improvement funding to address critical repairs to the existing utility infrastructure. The wastewater facilities on Treasure Island are now beyond their useful life and require major capital improvements. The planned capital improvement project is part of the SFPUC's 10-year Capital Plan. • Since 1997, TIDA has operated all of the Navy facilities on Treasure and Yerba Buena Islands and is the service provider for all Treasure Island and Yerba Buena Island utility customers. Since 2013, the Board of Supervisors has approved annual Memoranda of Understanding (MOUs) between TIDA and SFPUC for the SFPUC to operate and maintain utility services on Treasure and Yerba Buena Islands, including wastewater services. 	
Fiscal Impact	
<ul style="list-style-type: none"> • SFPUC is responsible for completing and funding the construction and operation of the new wastewater treatment facilities and has programmed a total of \$67,398,000 in the SFPUC's ten-year capital plan. Since FY 2011-12, \$3,605,000 has been appropriated. SFPUC will appropriate the entire \$67,398,000 over the next several fiscal years, including \$20,463,000 in FY 2017-18, \$22,240,000 in FY 2018-19, and \$21,090,000 in FY 2019-20, subject to appropriation approval by the Board of Supervisors. • SFPUC anticipates using commercial paper to finance the project initially and then issuing SFPUC revenue bonds in 2020 when construction begins. Debt service will be repaid annually from additional Wastewater revenues received from SFPUC wastewater customers. The rate increase will be approximately \$0.96 per average monthly bill. • SFPUC estimates the new Wastewater facility will cost approximately \$3.6 million per year to operate, which will also be funded by SFPUC customers. 	
Recommendation	
<ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (a) has a term of more than ten years, (b) requires expenditures of \$10 million or more, or (c) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND**Treasure Island and Yerba Buena Island Base Closure**

The United States Navy previously owned and operated a military base on Treasure Island and Yerba Buena Island. As part of the 1993 Base Realignment and Closure Commission recommendations and subsequent federal actions, the Treasure Island and Yerba Buena Island Base (Base) was slated for closure and disposition. The City and County of San Francisco (City) was designated as the responsible entity for the conversion of the Base. In 1997, the Base ceased operations.

Treasure Island Development Authority

On May 2, 1997, the Board of Supervisors authorized the establishment of a nonprofit public benefit corporation, known as the Treasure Island Development Authority (TIDA), to act as the entity to plan, redevelop, reconstruct, rehabilitate, reuse and convert Treasure Island and Yerba Buena Island for the public interest, convenience, welfare and common benefit for the City (File 244-97-3; Resolution No. 380-97). To date, the Navy has transferred approximately 60% of the agreed upon property to TIDA with the remaining Navy properties to be transferred over the next five years, as the Navy environmentally remediates these properties.

Planned Redevelopment of Treasure and Yerba Buena Islands

In 2011, TIDA entered into a Disposition and Development Agreement (DDA) with Treasure Island Community Development, LLC (TICD) as the developer for the planned redevelopment of Treasure Island and Yerba Buena Island. When fully developed, the project will include 8,000 new residential units, including below-market rate units, accommodating 20,000 to 25,000 people, up to 500 hotel rooms, up to 550,000 square feet of restaurants, retail, office and commercial space, a marina and 300 acres of parks and open space. As part of the DDA, the developer is responsible for the design and construction of the necessary infrastructure, including water and recycled water distribution systems and the wastewater and storm water collection systems. Upon completion, the San Francisco Public Utilities Commission (SFPUC) will be responsible to operate and maintain the water and recycled water distribution systems and the wastewater and storm water collection and control systems.

Existing Wastewater Facilities

The existing wastewater facilities for Treasure Island and Yerba Buena Island were originally constructed in 1961 on Treasure Island to provide primary treatment only. These facilities were upgraded in 1969 to provide secondary treatment. The last upgrade in 1989 increased the treatment capacity to 2.0 million gallons per day for average dry weather flow (ADWF).

According to Mr. Thomas Birmingham, Project Manager for the Treasure Island Wastewater Treatment Plant and Recycled Water Facility at the SFPUC, these wastewater facilities are now beyond their useful life and require major capital improvements. In addition, the future Treasure Island development will require recycled water for both irrigation and indoor toilet flushing. The existing wastewater facilities do not produce recycled water. Mr. Birmingham advises that the planned capital improvement project is in the SFPUC's 10-year Capital Plan.

Since 1997, TIDA has operated all of the Navy facilities on Treasure and Yerba Buena Islands, and in accordance with the agreements between the Navy and TIDA, TIDA is the service provider for all Treasure Island and Yerba Buena Island customers. However, the SFPUC actually maintains and operates the electricity, gas, water, waste water and storm water utilities for TIDA. Since 2013, the Board of Supervisors has approved annual Memoranda of Understanding (MOUs) between TIDA and SFPUC for the SFPUC to operate and provide such utility services on Treasure and Yerba Buena Islands.

In October 2013, the Board of Supervisors approved \$10,000,000 of capital improvement funding to address critical repairs to the existing utility infrastructure, through the issuance of up to \$13,500,000 of Certificates of Participation (COPs) (File Nos. 13-0885 and 13-0883). The \$10,000,000 capital funds included \$6.9 million for wastewater and stormwater, \$2.35 million for water and \$750,000 for electrical improvements. Debt service on the COPs will be repaid over ten years by TIDA from utility user charges revenues and General Fund appropriations.

Interagency Cooperation Agreement

On June 7, 2011, the Board of Supervisors approved an Interagency Cooperation Agreement between the City and TIDA to finance, design, construct, own and operate a new Wastewater Treatment Facility on Treasure Island, subject to future specific terms and Memorandum of Understanding (MOU) (File 11-0291; Resolution No. 241-11). On March 8, 2017, the TIDA Board of Directors authorized the TIDA Director of Island Operations to execute the proposed MOU (TIDA Resolution No. 17-06-03/08). On April 25, 2017 the SFPUC authorized the SFPUC General Manager to execute the proposed MOU, subject to the Board of Supervisors approval (SFPUC Resolution No. 17-0089).

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve and authorize the execution of a Memorandum of Understanding (MOU) between the Treasure Island Development Authority (TIDA) and the San Francisco Public Utilities Commission (SFPUC) for proposed new wastewater treatment and recycled water treatment facilities to serve Treasure Island and Yerba Buena Island.

On June 14, 2011, the Board of Supervisors approved the Treasure Island-Yerba Buena Island Project (Project) as defined in the Treasure Island/Yerba Buena Island Development Agreement, which included construction of the subject wastewater treatment and recycled water treatment facilities (File 11-0226; Resolution No. 95-11). As part of this approval, the Board reviewed and adopted the required California Environmental Quality Act (CEQA) findings, mitigation and monitoring program and statement of overriding considerations related to the Project. The proposed resolution finds that the Board of Supervisors previously

reviewed these final environmental documents, incorporates these findings and documents, and determines them to be adequate to approve the terms of the subject MOU and authorize SFPUC and TIDA to execute this MOU.

The subject MOU specifies the following:

- Identifies the responsibilities of the SFPUC, TIDA and others during the phased development of the wastewater treatment facilities;
- Construction contracts will not be awarded until any required additional CEQA documents are certified or adopted and permits obtained by the SFPUC¹;
- TIDA will ensure timely demolition of existing structures on the site and prepare site to SFPUC specifications²;
- SFPUC will provide the necessary real property improvements to the project site prior to construction³;
- TIDA will transfer fee simple title and easement interests to the SFPUC for the project site construction and operation, including location of discharge facilities⁴;
- SFPUC will develop new wastewater treatment facilities necessary for the treatment and discharge of sanitary sewage, including production of recycled water on Treasure Island;
- SFPUC's right to continued use of existing comparable property to support existing contracted utility services and future public utility operations; and
- TIDA will transfer an additional 4-6 acre remediated parcel contiguous to the project site to SFPUC at no cost to the SFPUC within one year of completion Major Phase 4 of the Treasure Island and Yerba Buena Island development project. The SFPUC would likely use this additional parcel as a corporation yard, or for other related water treatment or utility functions.

The subject MOU would commence in 2017 and extend until all the obligations have been completed, which is estimated to be within one year of Major Phase 4 completion of the Treasure Island and Yerba Buena Island development project. Currently, Major Phase 4 is scheduled for completion in 2034, but is subject to change based on market conditions and developer options.

¹ The Final Environmental Impact Report (FEIR) states that since no specific processes or equipment were identified for the SFPUC's wastewater treatment plant project when the FEIR was prepared, an additional CEQA review may be conducted when such processes and equipment are specified.

² The site is approximately 9.89 acres, of which 4-6 acres are available to the SFPUC for the new wastewater treatment facilities. In accordance with the DDA between TIDA and TICD, the developer, TIDA will pass this obligation to the developer at no cost to TIDA. Existing Navy buildings are on the site which will require abatement, demolition and geotechnical site preparation.

³ Both the Navy and TICD, the developer, are responsible for completing this work, at no cost to the SFPUC or TIDA.

⁴ TICD is paying the Navy for the land and preparing all legal descriptions and deeds for easements.

SFPUC anticipates issuing a RFP for a design consultant for the wastewater facilities in August 2017 with the designs completed in early 2020. A RFP for construction is then anticipated to be issued in early 2020, with construction completed in late 2021. SFPUC anticipates the wastewater treatment facilities will be fully operational in 2022.

FISCAL IMPACT

As discussed in the footnotes above, many of the preliminary responsibilities identified in the subject MOU are to be completed and financed by other parties, including the Navy and/or TICD, the developer for Treasure and Yerba Buena Islands, at no cost to the SFPUC or TIDA.

The SFPUC is responsible for completing and funding the construction and operation of the new wastewater treatment facilities including recycled water treatment facilities from Wastewater revenues paid by SFPUC wastewater ratepayers. SFPUC has programmed a total of \$67,398,000 in the SFPUC capital plan for the development and construction of the new Treasure Island Wastewater Treatment Plan and Recycled Water Facility. Since FY 2011-12, \$3,605,000 has been appropriated in SFPUC budgets for this project. The SFPUC’s FY 2017-18 budget, previously approved by the Board of Supervisors included \$20,463,000 for this project. An additional \$22,240,000 is anticipated to be included in the SFPUC’s FY 2018-19 budget and \$21,090,000 is anticipated to be included in the SFPUC’s FY 2019-20 budget for this project. As shown in the Table below, SFPUC anticipates appropriating the entire \$67,398,000 over the next several fiscal years, subject to appropriation approval by the Board of Supervisors.

Table: SFPUC Actual and Projected Appropriations

Fiscal Years	Amounts
Since FY 2011-12	\$3,605,000
FY 2017-18	20,463,000
FY 2018-19	22,240,000
FY 2019-20	21,090,000
Total	\$67,398,000

SFPUC anticipates using commercial paper, previously authorized by the Board of Supervisors, to finance the project through the design phase and then issuing SFPUC revenue bonds in 2020 when construction begins. Debt service on the bonds would be repaid annually from additional Wastewater revenues received from SFPUC wastewater customers. This project is included in the SFPUC’s ten-year plan and projected wastewater rate increases. The incremental rate increase from this project is approximately \$0.96 per average monthly wastewater bill.

As noted above, SFPUC anticipates the wastewater treatment facilities will be fully operational in 2022. SFPUC estimates the new Treasure Island Wastewater Treatment facility will cost approximately \$3.6 million per year to operate, to also be funded by wastewater customers.

RECOMMENDATION

Approve the proposed resolution.

**Memorandum of Understanding between the Treasure Island Development Authority (TIDA) and
the San Francisco Public Utilities Commission (SFPUC)
Regarding Construction of New Wastewater Treatment Facilities to Serve
Treasure Island and Yerba Buena Island**

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into as of April ____, 2017, by and between the **CITY AND COUNTY OF SAN FRANCISCO** ("City"), a municipal corporation acting by and through the San Francisco Public Utilities Commission ("SFPUC"), and the **TREASURE ISLAND DEVELOPMENT AUTHORITY**, a California non-profit public benefit corporation ("TIDA"), collectively, the "parties", upon the following facts, intentions and understandings of the parties:

RECITALS

A. In 1993, Naval Station Treasure Island ("NSTI"), consisting of both Treasure Island and portions of Yerba Buena Island, was designated for closure and disposition by the Base Realignment and Closure Commission acting under Public Law 101-510 and its subsequent amendments. The Department of Defense subsequently designated the City and County of San Francisco ("City"), and later TIDA, as the Local Reuse Authority ("LRA") responsible for the conversion of NSTI under the federal disposition process.

B. TIDA was created in 1997 to serve as a single-purpose entity responsible for the redevelopment of NSTI. Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (1) designated TIDA as a redevelopment agency under the California Community Redevelopment Law with authority over NSTI, and (2) with respect to those portions of NSTI that are subject to the public trust for commerce, navigation and fisheries (the "Tidelands Trust" or "Trust"), vested in TIDA the authority to administer the Tidelands Trust as to such property in accordance with the terms of the Act.

C. In January 2012 in response to California Assembly Bill 26, the San Francisco Board of Supervisors rescinded its designation of the TIDA as the redevelopment agency under California Community Redevelopment Law, but preserved TIDA's status as the LRA for NSTI and all other powers and authority that the City had granted to TIDA or that TIDA otherwise had.

D. The City and the Navy entered into the Base Caretaker Cooperative Agreement executed March 12, 1997, as amended from time to time (collectively, the "Cooperative Agreement"), for the interim management and operation of NSTI during the disposition process. Under the Cooperative Agreement, the City assumed responsibility for certain caretaker duties at NSTI including the operation, maintenance and repair of the Navy's utility systems that service NSTI. These caretaker responsibilities were later assumed by TIDA in 1998.

E. On July 2, 2014, TIDA and the Navy entered into an Economic Development Conveyance Memorandum of Agreement (the "EDC MOA") to convey all of NSTI other than the portions that the Navy previously conveyed to the United States Department of Labor Job Corps, the United States Coast Guard, and the Federal Highway Administration through federal-to-federal transfers. The portions of NSTI that are to be transferred to TIDA under the EDC MOA are collectively referred to in this MOU as the "Property". In May 2015, the Navy transferred approximately sixty percent (60%) of the Property to TIDA in accordance with the conditions set forth in the EDC MOA. In September 2016, the Navy transferred the second portion of the property, known as Clipper Cove and Building 3/Site 21, and the parties anticipate continued transfers in phases over approximately the next 6 years as land is remediated and prepared for transfer.

F. Under the EDC MOA, the Navy must remediate environmental conditions arising out of its operation of NSTI to levels appropriate for the land uses set forth in the development plan for Treasure Island before land can be transferred to TIDA. Land transferred from the Navy to TIDA will also include appropriate Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”) covenants and warranties, including callback provisions requiring Navy remediation should previously unidentified contamination resulting from Navy use of the property be identified at a later date.

G. The EDC MOA further addresses the obligations of the Navy and TIDA with respect to maintenance, operation, and replacement of utility systems during the course of this transfer process through a utilities agreement between TIDA and the Navy that was entered into as Exhibit E to the EDC MOA, Form of Utilities Agreement (the “Utilities Agreement”). At the time of each land transfer, all utility infrastructure located in the transferred land is transferred with the land – although the Navy retained certain easements across the transferred lands to ensure that the Coast Guard facilities could maintain access to key infrastructure until their property could be served directly by a public utility. The Cooperative Agreement terminates as to land transferred to TIDA, but remains in place for the land retained by the Navy. Under the EDC MOA, TIDA agreed to spend all utility revenues on utility operations on NSTI, and further agreed to seek additional appropriations, as required, to continue to operate utility systems consistent with past practices.

H. The SFPUC has provided utility services on NSTI on behalf of TIDA from the time that TIDA initially assumed those and other responsibilities from the Navy under the Cooperative Agreement, including the operation and maintenance of the active NSTI utility systems and the delivery of utilities to the occupants and users of NSTI. SFPUC activities include delivery of electricity, natural gas, water, stormwater management, and the operation and maintenance of the existing wastewater treatment plant and related facilities and pipe network on NSTI.

I. The SFPUC has performed these utility services for TIDA under an annually renewed “Utility Services MOU”. The Utility Services MOU documents the parties’ agreement that all utility services rendered by the SFPUC to TIDA are performed as a contractor, not as a public utility provider, and the SFPUC’s expenditure authority in providing the services is limited to the extent it can be reimbursed by NSTI utility revenues imposed or collected by TIDA or other TIDA revenues. The current Utility Services MOU executed in October 2016 memorializes the terms and conditions of continued performance of certain defined utility services for both utility infrastructure on the Property that has not yet been transferred from the Navy to TIDA (“Pre-transfer Infrastructure”) and utility infrastructure on Property that has been transferred to TIDA (“Post-transfer Infrastructure”). Pre- and Post-transfer Infrastructure do not include infrastructure on lands owned by the United States Coast Guard, the Department of Labor, or TICD.

J. The parties acknowledge that the existing infrastructure on NSTI does not meet current SFPUC standards. Given the state of the existing infrastructure, the SFPUC may not be able to provide utility services at NSTI equivalent to the services that SFPUC provides in the other areas of San Francisco, pending construction, dedication and acceptance of new utility systems. SFPUC has worked with TIDA to identify critical capital improvements to the infrastructure necessary to sustain the systems through the redevelopment of NSTI.

K. In October 2013, TIDA secured Board of Supervisors approval of capital funding in the amount of ten million dollars (\$10,000,000) to address critical near term repairs to the existing infrastructure that may be necessary prior to redevelopment and replacement of these assets. SFPUC is coordinating with TIDA in implementing capital repair and rehabilitation projects (“R&R Projects”) utilizing these funds.

L. In 2011, the City, TIDA and Treasure Island Community Development, LLC (“TICD”), entered into three related agreements: a Disposition and Development Agreement (the “DDA”) between TIDA and TICD; a Development Agreement (the “DA”) between the City and TICD; and an Interagency Cooperation Agreement (the “ICA”) between the City and TIDA (for reference purposes, all of these

agreements are dated as of June 28, 2011). The DDA details a phased program for the development of NSTI including an Infrastructure Plan, Exhibit FF to the DDA, which describes the future utilities to be constructed by TICD as part of the development project.

On June 7, 2011, the Board of Supervisors, by Resolution No. 246-11, adopted the CEQA Findings, the Mitigation and Monitoring Reporting Program (MMRP) and a Statement of Overriding Considerations for the Treasure Island-Yerba Buena Island Redevelopment Project and approved the Project, which includes the WWTP Project. Therefore, CEQA review for the WWTP Project as proposed and analyzed in the FEIR is complete, with two exceptions. The FEIR states that since no specific processes or equipment were identified for the WWTP Project at the time the document was prepared, an additional CEQA review will be conducted at the time that such processes and equipment are specified. This review will also include any proposed changes to related facilities, such as the existing outfall. If necessary, the appropriate CEQA document will be prepared for the WWTP Project and/or any related facilities. In addition, TIDA has agreed to convey an additional parcel of 4-6 acres to the SFPUC for its use ("Additional Parcel"), and the FEIR did not include an analysis of detailed plans for this parcel as they were not proposed at the time of document preparation. Therefore, CEQA review will be conducted prior to approval of a development plan for the SFPUC's use of the Additional Parcel.

If preparation of CEQA documents is required for the WWTP Project or for the Additional Parcel, the individual documents shall be prepared, reviewed and considered prior to WWTP Project approval and issuance of construction contracts for the WWTP Project including related facilities such as the outfall, and prior to approval of a development plan for the Additional Parcel. In addition, required Resource Agency permits shall be obtained prior to issuance of any construction contracts.

M. The Infrastructure Plan provided that: "Subject to future negotiation and agreement between the Authority and the SFPUC on the provisions and terms upon which the SFPUC will provide such services it is intended that the SFPUC may finance, design, build, own and operate a new Wastewater Treatment Facility (WWTF) on Treasure Island or provide for other improvements and/or agreements as necessary to provide wastewater treatment services to the Project."

N. In Resolution 11-0068, adopted May 10, 2011, the SFPUC gave conditioned approval of the ICA and the acceptance, operation and maintenance of SFPUC-related Infrastructure, "provided the SFPUC retains full discretion to negotiate the elements of the wastewater/recycled project."

It is the intent of this MOU to record the parties' understanding as to: the SFPUC's development of a new Wastewater Treatment Plant Project ("WWTP") on Treasure Island as contemplated in the Infrastructure Plan and the ICA; the necessary real property improvements to the WWTP site prior to construction; TIDA's transfers to the SFPUC of fee and easement interests for the WWTP Project construction and operation, including discharge facilities; SFPUC's right to continued use of existing or comparable property to support existing contracted utility services, or future public utility operations; the relative responsibilities of the parties and others during the phased development of TI/YBI; and the transfer of an Additional Parcel contiguous to the Wastewater Treatment Facility ("WWTF") site.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. Recitals

The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Definitions

Abbreviations and technical terms used in this MOU are defined as follows:

WWTP Project – The SFPUC capital improvement project that includes design and construction of the WWTF and RWTF on Treasure Island.

WWTF– The Wastewater Treatment Facilities to be constructed by the SFPUC, consisting of facilities necessary for the treatment of sanitary sewage and discharge of effluent to San Francisco Bay.

RWTF – The Recycled Water Treatment Facilities to be constructed by the SFPUC necessary for the treatment of recycled water.

WWTP – Collectively, the WWTF and RWTF that will be constructed on the WWTP Site to provide services to Treasure Island and Yerba Buena Island.

WWTP Site – A site of 4–6 acres to be provided in fee to the SFPUC by TIDA suitable for the construction and operation of the WWTP, located within the area shown in Exhibit A and. The WWTP Site also includes the recycled water storage and distribution pumping facilities to be provided by TICD, as required by the Development Agreement, in accordance with SFPUC specifications).

Additional Parcel – A 4 – 6 acre site contiguous to the WWTP Site to be conveyed to the SFPUC by TIDA.

Discharge Easement(s) – An easement or easements to be conveyed to the SFPUC by TIDA for the lands occupied by the existing outfall or any replacement outfall or alternative discharge facilities required to be constructed as part of the WWTP Project.

Legacy Infrastructure – Existing wastewater utility infrastructure serving facilities on NSTI whether on lands owned by the Navy, (the Pre-transfer Infrastructure), or TIDA, (the Post-transfer Infrastructure).

Temporary Infrastructure – Sanitary sewer infrastructure constructed by TICD that is integral to day-to-day utility operation and provision of wastewater services that will not be dedicated to, and accepted by the SFPUC, prior to construction of Permanent Infrastructure.

Permanent Infrastructure – Sanitary sewer infrastructure constructed by TICD to SFPUC standards, intended for acceptance by the City, whether accepted or anticipated to be accepted in the future.

3. Effective Date; Term

The term of this MOU shall commence on the date of execution, following final approval by the TIDA Board, the SFPUC Commission, and the Board of Supervisors, and shall terminate on the date the parties' obligations hereunder have been satisfied.

4. Utility Operations

Since 1997, TIDA has operated Navy facilities on the island, including the utilities, under the Cooperative Agreement between TIDA and the Navy. With the initial property transfer in 2015, TIDA became the owner of portions of the utility systems, the Post-transfer Infrastructure. The SFPUC has, in turn, served as a contract operator to TIDA under the Utilities Services MOU for both Navy and TIDA owned utilities on NSTI including the sanitary sewer collection system and the existing wastewater treatment plant.

The Cooperative Agreement will expire upon completion of the transfer of Navy lands to TIDA. The SFPUC and TIDA renewed the existing Utility Services MOU in October 2016, which expires in September 2017, subject to annual renewal with the approval of the parties.

As development progresses TIDA will be constructing new wastewater collection mains that are intended to be dedicated to and accepted by the SFPUC. Until SFPUC's completion of the new WWTF, and acceptance of related infrastructure as may be required by the City, placed under the jurisdiction of the SFPUC, TIDA will continue to be the sanitary sewer collection and treatment service provider on TI/YBI for new and existing service connections. New service connections must enter into an agreement with TIDA to obtain sanitary sewage collection and treatment service for the subdivision, subject to possible transfer of service to SFPUC in the future on terms consistent with SFPUC's rules, regulations, rates, fees and charges. TIDA will continue to be the service provider for any customers whose flows are conveyed to the WWTF in whole or in part by legacy infrastructure.

5. Planning, Site Preparation, Design and Construction of New Wastewater Treatment Plant

SFPUC shall be responsible for planning, designing, and constructing the new WWTF to replace the functions of the existing plant and serve future development on NSTI. TIDA is responsible for preparing the site for construction of the new WWTF.

- a) Project Management – The SFPUC will assign a project manager to manage the WWTP Project. This project manager will convene a steering committee consisting of the SFPUC Assistant General Manager (“AGM”) of Wastewater, the SFPUC AGM of Infrastructure, the SFPUC AGM of Water, SFPUC AGM of Power, and the TIDA Director, on an as-needed basis, to review the status of and seek input on the Project.
- b) Costs – Subject to appropriation and certification of funds, the SFPUC will fund all activities related to permitting, designing, constructing, operating and maintaining the new WWTP. All other costs, including costs related to TIDA activities outlined in this section, are the responsibility of TIDA.
- c) Schedule – SFPUC and TIDA agree that construction of the new WWTP should be completed as soon as is reasonably possible, and that successful completion requires coordinated and sequenced actions by each party. Exhibit B depicts the preliminary working schedule for delivery of the WWTP, subject to the terms and conditions of this MOU. From the start of design until completion of construction of the WWTP Project, the SFPUC and TIDA shall review and monitor the Project Schedule, including, during construction, the Contractor’s Construction Schedule, for critical path items.

As development occurs on YBI and TI, Legacy, Temporary, and Permanent infrastructure will convey wastewater flow to the WWTF. The TIDA and SFPUC’s intent is for the SFPUC to construct the new WWTF with enough capacity initially, at a minimum, to treat the existing sanitary sewage influent flow at that time. The SFPUC retains in its sole discretion the right to decide when to complete all of the buildout capacity, shown below in subsection (d). TIDA will provide regular forecasted demand schedules to the SFPUC covering all planned development. Based on these schedules the SFPUC will ensure enough wastewater treatment capacity exists from the WWTF following Initial WWTF Completion.

Delivery of recycled water to non-potable uses will begin no later than the completion of Major Subphase 2. Delivery at this time and prior to completion of development may require the use of temporary facilities.

d) Capacity Requirements

i) The current influent flows at the existing wastewater treatment plant are:

Average Dry Weather Flow:	0.292 MGD
Peak Dry Weather Flow:	0.545 MGD
Peak Wet Weather Flow:	1.260 MGD

ii) The projected influent flow at full buildout of the development are projected to be:

Average Dry Weather Flow:	1.3 MGD
Peak Dry Weather Flow:	2.3 MGD
Peak Wet Weather Flow:	2.9 MGD

iii) The projected recycled water demand at full buildout of the development are projected to be:

Average Recycled Water Flow:	0.43 MGD
Peak Recycled Water Flow:	0.98 MGD

e) Design and other Supporting Documentation – The SFPUC retains in its sole discretion the authority to determine the design, construction and operating parameters for the WWTP.

f) The production of recycled water for use includes treatment, storage, distribution and pumping facilities. SFPUC shall be responsible for treatment of flows to recycled water standards under the WWTP Project. Recycled water storage and distribution pumping facilities shall be designed and constructed by TICD within the WWTP Site. The recycled water storage, pumping and distribution system constructed by TICD shall be dedicated to the SFPUC for acceptance, ownership and operation.

g) Conditions Precedent to Construction – The following conditions must be satisfied prior to the SFPUC assuming the obligation to initiate construction of the new WWTP. The SFPUC will complete the design phases of the WWTP Project including any required additional environmental review, and the preparation of construction bid packages, concurrent with the completion of TIDA responsibilities under this Section 6(f). The SFPUC will not initiate construction until all SFPUC and TIDA responsibilities under this Section 6(f) are complete.

i) The SFPUC must designate the WWTP site footprint, within the SFPUC WWTP Placement Study Area as shown on Exhibit A, and submit it to TIDA.

ii) TIDA shall ensure timely demolition of existing structures on the WWTP Site and site preparation to specifications provided by the SFPUC for compaction, elevation/final grading, and any remediation.

iii) TIDA will transfer fee simple title to the WWTP Site to the SFPUC for the purpose of constructing the WWTP Project. The WWTP Site will also accommodate the storage and pumping facilities to be provided by TICD, as required by the Development Agreement, per SFPUC specifications.

iv) TIDA will convey to the SFPUC any temporary access easements or Discharge Easements necessary for construction and operation of the WWTP.

- v) Construction contracts will not be awarded until any required additional CEQA documents are certified or adopted and construction will not begin until all resource agency permits have been obtained by the SFPUC.
- h) Conditions Precedent to Operation – The following conditions must be satisfied before construction of the WWTF is completed and the SFPUC will commission operation of the new WWTP. TIDA will coordinate with TICD to ensure that its responsibilities under Section 5(h) are met prior to or concurrent with the completion of the WWTP construction. The SFPUC will not initiate operation of the WWTF until all responsibilities under this Section 5(h) have been fulfilled.
 - i) TIDA and TICD will be responsible for new utility connections to the WWTP Site including re-routing the collection system outside of the parcel area to ensure flow to the new WWTP, as well as delivering new potable water and electrical services to the parcel boundary.
 - ii) In the event that Temporary Infrastructure connects SFPUC customers or Permanent Infrastructure to the new WWTF, TIDA will ensure that TICD provides adequate security to replace or improve to SFPUC standards any such Temporary Infrastructure, including providing property for new alignments and all construction and related costs to provide Permanent Infrastructure in-lieu of the designated Temporary Infrastructure.
 - iii) All final regulatory and permit approvals, including the new NPDES permit, required prior to operation have been secured by SFPUC.

Operation and Maintenance – Upon completion, the SFPUC will operate and maintain the WWTP.

Prior to declaring substantial completion, and in consultation with the Regional Water Quality Control Board (“RWQCB”), the SFPUC will require its contractor perform a 7-day performance test with dry-weather flow to the new WWTP. Following successful completion of this test, as confirmed by SFPUC and TIDA, the SFPUC will declare substantial completion and begin operating the new WWTP on a permanent basis effectively taking the existing plant permanently offline. This event is referred to as Initial WWTF Completion. All wastewater will be treated at the new WWTP including dry weather and wet weather flows, as well as production of recycled water.

- i) Decommissioning and demolition of the existing wastewater treatment plant – Following successful performance testing of dry and wet weather capacity, the SFPUC, assuming that it continues in its capacity as contract operator of the existing plant and at TIDA’s expense, will support the decommissioning of the plant. Decommissioning of the existing WWTP plant includes, the transfer of residual flows to the new WWTP for processing or the disposal of solids and other treatment bi-products from the existing plant, cleaning of the plant, and the removal of any existing equipment with reuse value to the SFPUC. TICD will be responsible for demolition of the existing plant including all structures and above- and below-grade equipment and appurtenances and for preparing the existing plant site for its future use whether as the SFPUC Additional Parcel, open space, or other use. The SFPUC is not responsible for removing the existing wastewater outfall, if abandoned, and/or any related remediation associated with the existing outfall.

- j) Permit Responsibilities – The SFPUC will be responsible for securing approvals of any required CEQA documents and for obtaining resource agency and operational permits relating to the construction and operation of the new WWTP.
 - i) Construction– The SFPUC will be responsible for all construction-related permits and regulatory approvals related to the WWTP Project, including, if required, any approvals relating to rehabilitation or replacement of the outfall.
 - ii) Operation– As described in Table 1, the SFPUC will hold the NPDES permit for the new WWTP. In this capacity, the SFPUC will directly communicate with the RWQCB on matters related to the new WWTP after coordination with TIDA and will copy TIDA on communications with the RWQCB as TIDA will continue to be responsible for the operation of the existing wastewater treatment plant. Consultation with RWQCB will be required during the planning phase to determine the anticipated permit requirements for the new WWTP.

6. Real Property

- a) Permitted Access – During the term of this MOU, SFPUC staff shall have the right, without materially interfering with the existing operations, to enter upon the WWTP Site and surrounding areas as needed in order to perform due diligence investigations and studies and take such additional actions as may be required in connection with the WWTP Project. SFPUC staff shall coordinate such activities with the TIDA project manager and keep the TIDA project manager apprised of such activities. SFPUC shall not construct improvements or make alterations on the WWTP Site without the prior approval of TIDA.
- b) WWTP Site – TIDA shall convey to SFPUC a site for construction of the WWTP Project to be located within the area shown in Exhibit A. The final dimensions of the site will dependent on the preliminary design process and communicated from the SFPUC to TIDA. TIDA will ensure that the site is not subject to the Tidelands Trust and will convey the site to the SFPUC in fee at no cost to the SFPUC.
- c) Additional Parcel – TIDA shall also convey in fee to the SFPUC at no cost to the SFPUC a site contiguous to the WWTP Site of 4-6 acres for SFPUC purposes. TIDA will ensure the Additional Parcel is free of all existing structures and improvements, remediated, compacted, and additional soil will be imported to achieve the desired final grade and elevation, as requested by SFPUC. Improvements to the Additional Parcel to support SFPUC use of the site will be made by the SFPUC at its cost. The Additional Parcel will be conveyed to SFPUC within one year of completion of Major Phase 4 of the TI/YBI development project.
- d) Existing Leased Areas – The SFPUC presently leases from TIDA two areas shown in Exhibit C at no cost to the SFPUC. These areas shall remain available to the SFPUC through the initial development phase (Phase 1).
- e) Interim Leased Area – Because of the sequencing of development activities, it will not be possible to prepare the Additional Parcel prior to the commencement of operations of the new WWTP, but TIDA will provide to the SFPUC an area suitable to SFPUC for SFPUC's use, at no cost to the SFPUC, if areas in addition to, or as an alternative to, the Existing Leased Areas are needed, as a temporary corporation yard in proximity to the new WWTP Site until the Additional Parcel can be delivered.
- f) Discharge Facilities – TIDA will convey to the SFPUC appropriate easements to accommodate discharge facilities of the WWTP. If the WWTP is served by the existing or replacement outfall,

TIDA will provide a permanent easement for the outfall structure including onshore and offshore facilities. If the WWTP discharges to the bay via a wetland, TIDA may provide a temporary, permanent, or combination of temporary and permanent easements depending upon the extent and configuration of the wetland.

7. Notices

Any notice given under this MOU shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by regular mail, with postage prepaid, to the mailing address listed below or other address when notice of which has been given. For the convenience of the parties, copies of notices may also be given by facsimile to the facsimile number listed below or other facsimile number when notice of which has been given.

Address for SFPUC: 525 Golden Gate Ave, 13th Floor
San Francisco, CA 94102
Attn: Harlan L. Kelly Jr., General Manager
Fax: (415) 554-3161

Address for the Authority: 1 Avenue of the Palms, Suite 241
Treasure Island, San Francisco, CA 94130
Attn: Robert Beck, Treasure Island Director
Fax: (415) 274-0229

8. Miscellaneous Provisions

- a. California Law. This MOU shall be construed and interpreted in accordance with the laws of the State of California and the City, including the City's Charter.
- b. Entire Agreement. Subject to any subsequent agreements authorized pursuant to this MOU, this MOU contains all of the representations and the entire agreement between the parties with respect to the subject matter of this MOU. No prior drafts of this MOU or changes from those drafts to the executed version of this MOU shall be introduced as evidence in any litigation or other dispute resolution proceeding by any party or other person, and no court or other body should consider those drafts in interpreting this MOU.
- c. Amendments. This MOU may be amended or modified only by a writing signed by the General Manager of SFPUC and the TIDA Director, following any necessary approvals.
- d. No Waiver. No waiver by any party of any of the provisions of this MOU shall be effective unless in writing and signed by an authorized representative, and only to the extent expressly provided in such written waiver.
- e. No Party Drafter; Captions. The provisions of this MOU shall be construed as a whole according to their common meaning and not strictly for or against any party in order to achieve the objectives and purposes of the parties. Any caption preceding the text of any section, paragraph or subsection or in the table of contents is included only for convenience of reference and shall be disregarded in the construction and interpretation of this MOU.
- f. Further Assurances. The parties hereto agree to execute and acknowledge such other and further documents as may be necessary or reasonably required to carry out the mutual intent of the parties as expressed in this MOU.
- g. Necessary Approvals. This MOU and subsequent amendments must be approved by the San

Francisco Public Utilities Commission, the Treasure Island Development Authority, and the Board of Supervisors, each in its sole and absolute discretion. Following approval of this Agreement by the TIDA and SFPUC, the respective resolutions indicating such approval shall be attached hereto as, respectively, Exhibit X and Exhibit Y.

9. Insurance

SFPUC shall cause any contractors retained by SFPUC to design and construct any improvements covered by this MOU, to maintain at all times such insurance consistent with SFPUC policy and otherwise as the City Risk Manager recommends. TIDA, including its Board members, officers, agents and employees, shall be named as additional insureds with respect to any such insurance.

10. Indemnification; Release

- a. SFPUC shall require that any contractors retained by SFPUC to design and construct any improvements covered by this MOU include TIDA, including its Board, officers, agents and employees as an indemnified party in any indemnification provision between SFPUC and such contractor.
- b. Neither the SFPUC nor any of its commissioners, departments, boards, officers, agents or employees, will be liable for any damage to the property of TIDA or for any bodily injury to or death of any persons, resulting or arising from the condition of the Property or its use by SFPUC, and TIDA expressly releases any claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings (together, "Claims"), related to such physical or environmental condition of the Property or any law regulation applicable thereto.
- c. Each party agrees to be responsible for its acts under this MOU, but shall not be responsible for any consequential or incidental damages from any cause whatsoever. Nothing in this MOU shall make the SFPUC responsible for any damage to or failure of the existing wastewater treatment facility.

11. No Third Party Interest

This MOU is intended to document the understanding of the parties with respect to the subject matter of this MOU and is entered into for the sole benefit of the parties. No third party interests are established or conveyed by this MOU, and no third party shall have standing to seek remedy under the MOU or to enforce any provisions of this MOU.

12. Dispute Resolution

If a party to this MOU determines that the other has failed to fulfill its obligations under this MOU, that party shall provide the other with written notice detailing the alleged breach, and within ten (10) days of receipt of such notice, the General Managers (or their designees) of TIDA and SFPUC shall meet and confer to resolve any such breach.

13. Authority

All matters requiring the SFPUC's approval under this MOU shall be approved by the General Manager of SFPUC or his or her designee, and by the SFPUC Commission, if required under SFPUC policy. All matters requiring TIDA's approval shall be approved by the TIDA Director or his or her designee, and by the TIDA Board, if required under TIDA policy.

14. Cooperation

Subject to the terms and conditions of this MOU, TIDA and SFPUC staff shall use reasonable efforts to do, or cause to be done, all things reasonably necessary or advisable to carry out the purposes of this MOU as expeditiously as practicable, including, without limitation, performance of further acts and the execution and delivery of any additional documents in form and content reasonably satisfactory to all parties (subject to any necessary approvals). Each party shall keep the other promptly informed of all material matters which come to its attention relating to or affecting the development, design or construction of the Project, including, without limitation, any disruption in schedule or matters that may trigger the need for a design revision. Notwithstanding anything to the contrary in this MOU, no party is in any way limiting its discretion or the discretion of any department, board or commission with jurisdiction over the actions described in this MOU. In addition to any conditions described in this MOU, the parties' obligations are expressly subject to the receipt of all legally required approvals following any required environmental review.

15. Compliance with the California Environmental Quality Act (CEQA) and Resource Agencies Regulations

On June 7, 2011, the Board of Supervisors, by Resolution No. 246-11, adopted the CEQA Findings, the MMRP and a Statement of Overriding Considerations for the Treasure Island-Yerba Buena Island Redevelopment Project and approved the Project, which includes the WWTP Project. Therefore, CEQA review for the WWTP as proposed is complete with two exceptions.

As stated in Recital L, prior to approval of the WWTP Project and when specific processes and equipment for the WWTP, or any modifications to related existing facilities such as the existing outfall are proposed, and prior to approval of a development plan for the Additional Parcel, additional CEQA review will be completed. If required, certification or adoption of the appropriate CEQA document will be completed prior to award of a construction contract or development of the Additional Parcel. Resource agency permits will be obtained prior to initiation of construction. .

16. Certification of Funds; Budget and Fiscal Provisions of the Charter.

This MOU is subject to the budget and fiscal provisions of the City's Charter. City has no obligation to make appropriations for the obligations of the parties contemplated in this MOU in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Both parties recognize that assumption of risk of possible non-appropriation is part of the consideration for this MOU. Any contracts issued as contemplated in this MOU are subject to Controller's certification of funds. THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date first above written.

SFPUC:

THE AUTHORITY:

CITY AND COUNTY OF SAN FRANCISCO,
acting by and through its Public Utilities
Commission

TREASURE ISLAND DEVELOPMENT
AUTHORITY, a California public benefit
corporation

By: _____
Harlan L. Kelly, Jr.
General Manager

By: _____
Robert Beck
Treasure Island Director

Approved as to form:

Dennis J. Herrera,
City Attorney

By: _____
Deputy City Attorney

LIST OF EXHIBITS

Exhibit A – Legal description/plat for future SFPUC WWTP site

Exhibit B – Preliminary Design/Construction Schedule

Exhibit C – Existing Leased Areas to SFPUC

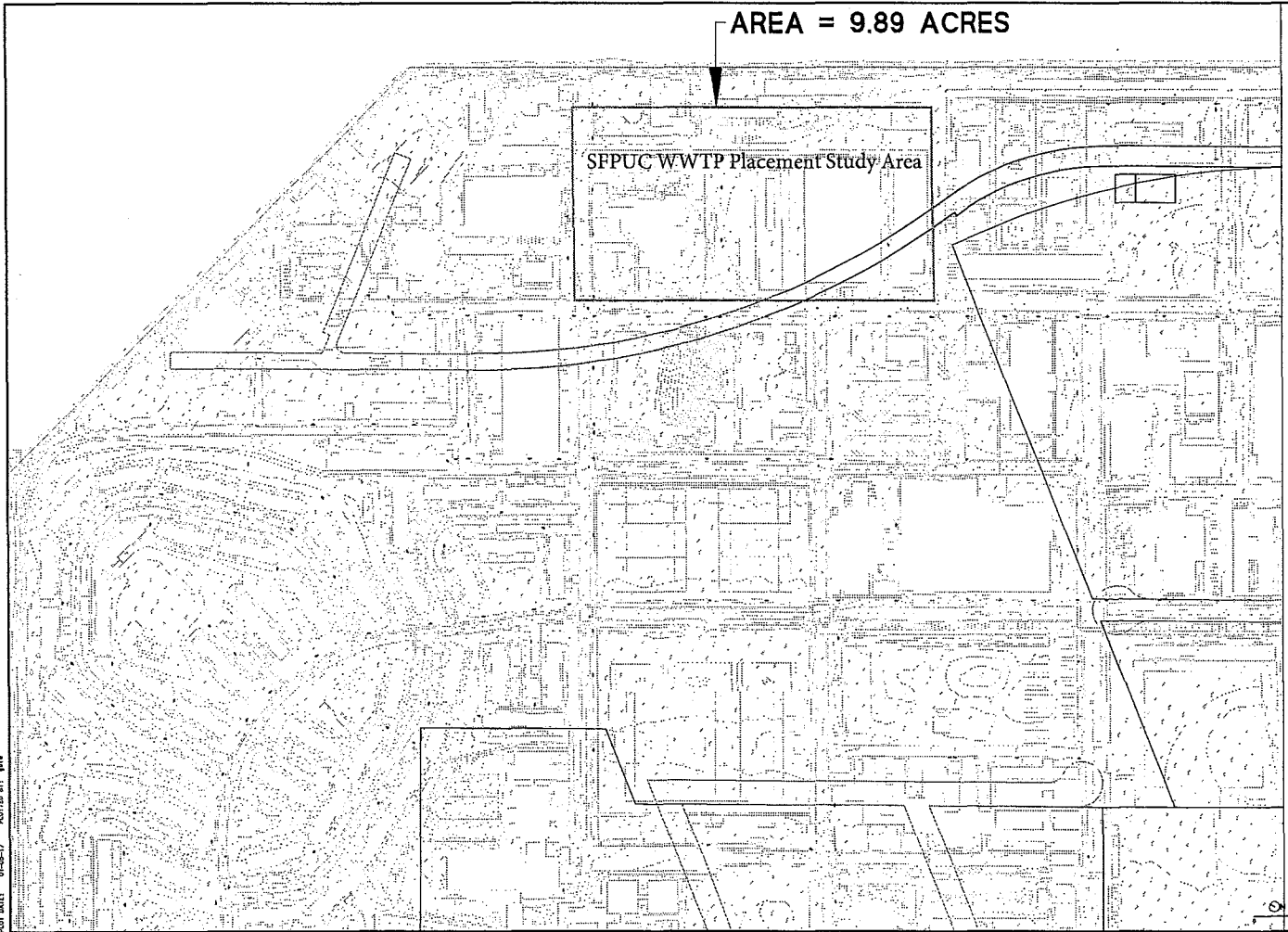
Exhibit X – SFPUC Resolution

Exhibit Y – TIDA Resolution

EXHIBIT A - Diagram of SFPUC WWTP Placement Study Area

Memorandum of Understanding between the Treasure Island Development Authority (TIDA) and the San Francisco Public Utilities Commission (SFPUC) Regarding Construction of New Wastewater Treatment Facilities to Serve Treasure Island and Yerba Buena Island

PROJECT NAME: SFPUC WASTEWATER TREATMENT PLANT DONOR PLAT/LOT 11 P. 2 OF 2 - SURV. - 2/10/2017.dwg
PLOT SHEET: 01-001-11 NOTED BY: JAW



AREA = 9.89 ACRES

SFPUC WWTP Placement Study Area

© BKF Engineers



CALIFORNIA

TREASURE ISLAND
WWTP LOT AND PIC LOT

CITY OF SAN FRANCISCO
COUNTY OF SAN FRANCISCO

Sheet	Scale	Revision
1	1" = 100'	
2		

EXHIBIT B - Preliminary Design/Construction Schedule

Memorandum of Understanding between the Treasure Island Development Authority (TIDA) and the San Francisco Public Utilities Commission (SFPUC) Regarding Construction of New Wastewater Treatment Facilities to Serve Treasure Island and Yerba Buena Island

EXHIBIT B

TREASURE ISLAND WASTEWATER TREATMENT PLANT IMPLEMENTATION
CONCEPTUAL DESIGN / CONSTRUCTION SCHEDULE

Item	Duration	Start Date	End Date	2017				2018				2019				2020				2021				2022			
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Planning																											
Conduct preliminary evaluation of options and create bridging documents	6 months	4/1/2017	10/1/2017	██████████																							
Site Preparation																											
TIDA / TICD prepares new TI WWTP plant site (Construction - by TICD construction)	18 months	12/15/2017	6/15/2019					██████████																			
Site Ready for plant construction			June 2019																								
RFP Bid and Award																											
SFPUC prepares RFQ for Design-Build Team Selection	2 months	4/1/2017	6/1/2017	██████████																							
Advertise Design-Build RFQ	2 months	9/1/2017	11/1/2017					██████████																			
SFPUC prepares RFP for Design-Build Team selection	3 months	4/1/2017	11/1/2017	██████████																							
Advertise and bid Design-Build RFP	2 months	11/15/2017	1/15/2018					██████████																			
Negotiate, Award and NTP contract	1 1/2 months	1/15/2018	3/15/2018																								
Issue Notice to Proceed	1 day	3/15/2018	March 2018																								
Design/Construction of New Facilities																											
SFPUC and Design-Build Team prepares design of new TI WWTP	18 months	3/15/2018	9/15/2019					██████████																			
Select treatment process	4 months	3/15/2018	7/15/2018					██████████																			
Prepare conceptual plant layout	1 month	7/15/2018	8/15/2018																								
Determine footprint needed for new TI WWTP	1 month	8/15/2018	9/15/2018																								
Footprint for new TI WWTP established			September 2018																								
Design-Build Team constructs new facilities	24 months	9/15/2018	9/15/2021					██████████																			
Start-up and Commissioning	2 months	9/15/2021	11/15/2021																								
Complete Construction	1 day	1/1/2022	January 2022																								

NOTES

TIDA owns the land where the new TI WWTP is anticipated to be located. The existing WWTP is on Navy-owned property, which is scheduled for transfer to TIDA by 12/31/2020, which is unlikely to be delayed. Transfer of the existing WWTP parcel to TIDA will allow decommissioning and demolition of (E) WWTP once the new plant is constructed, accepted and in service.

*Design assumes that the existing WWTP outfall will be re-used. Inspection of the existing outfall is planned for this Fiscal Year; if its condition is not acceptable or deemed not repairable, we may need longer times to account for a new outfall and to obtain all of the associated permits (USACE, BCDC, F&G, etc.).

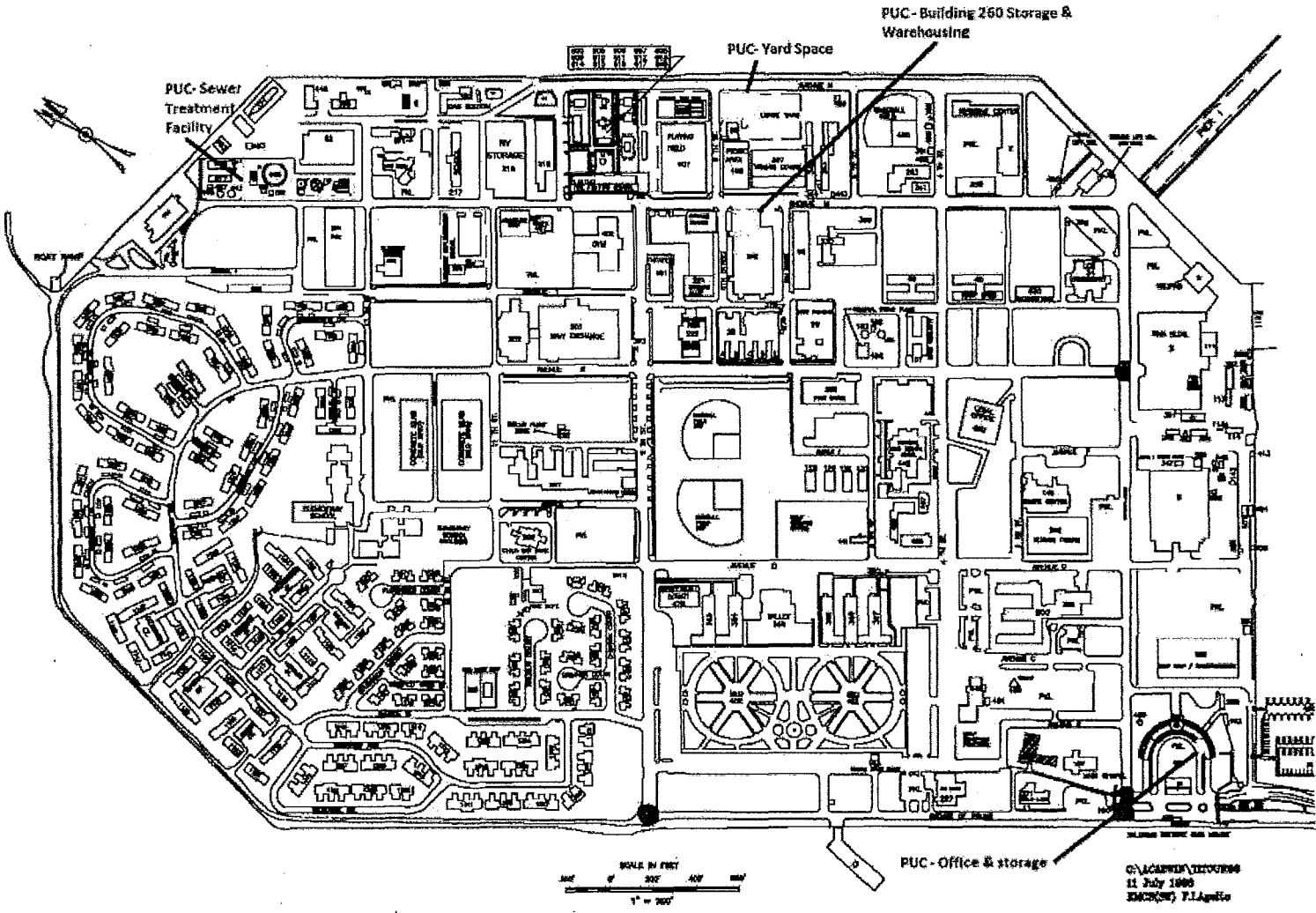
*Permit requirements are under at this time. If a new outfall is required, work within SF Bay would trigger need for environmental permits (401 WQC, Section 404, etc.) This item is a placeholder in the schedule and will be refined as the project definition becomes better understood.

*New NPDES Permit is assumed for the TI WWTP. The existing permit expires March 31, 2020.

EXHIBIT C - Properties in Use by SFPUC

Memorandum of Understanding between the Treasure Island Development Authority (TIDA) and the San Francisco Public Utilities Commission (SFPUC) Regarding Construction of New Wastewater Treatment Facilities to Serve Treasure Island and Yerba Buena Island

Exhibit C



1 [CEQA Findings - Treasure Island/Yerba Buena Island Development Project]

2
3 **Resolution adopting findings under the California Environmental Quality Act (CEQA),**
4 **CEQA Guidelines and San Francisco Administrative Code Chapter 31, including the**
5 **adoption of a mitigation monitoring and reporting program and a statement of**
6 **overriding considerations in connection with the development of Treasure Island and**
7 **Yerba Buena Island, as envisioned in the Development Plan Agreement for the Treasure**
8 **Island/Yerba Buena Island Project Area.**

9
10 WHEREAS, The Treasure Island/ Yerba Buena Island Project Area Site comprises 550
11 acres of property, which includes portions of both Treasure Island and Yerba Buena Island,
12 excluding a 37 acre, federally owned U.S. Department of Labor Job Corps site and the
13 eastern portion of Yerba Buena Island ("Project Area Site"); and,

14 WHEREAS, The Planning Department ("Department") and TIDA have undertaken a
15 planning and environmental review process for the proposed Project Area Site and provided
16 for appropriate public hearings before the Planning Commission and the TIDA Board of
17 Directors; and,

18 WHEREAS, The actions listed in Attachment A ("Actions") are part of a series of
19 considerations in connection with the ~~Development Plan for the Treasure Island/Yerba Buena~~
20 ~~Island Project Area~~ as defined in the Treasure Island/Yerba Buena Island Development
21 Agreement (collectively, the "Project"), as more particularly defined discussed in additional
22 detail in Attachment A; and,

23 WHEREAS, On July 12, 2010, the Department and TIDA released for public review
24 and comment the Draft Environmental Impact Report for the Project, (Department Case No.
25 2007.0903E); and,

1 WHEREAS, The Planning Commission and TIDA held a special joint hearing on
2 August 12, 2010 on the Draft Environmental Impact Report and received written public
3 comments until 5:00 pm on September 10, 2010, for a total of 60 days of public review; and,

4 WHEREAS, The Department and TIDA prepared a Final Environmental Impact Report
5 ("FEIR") for the Project consisting of the Draft Environmental Impact Report, the comments
6 received during the review period, any additional information that became available after the
7 publication of the Draft Environmental Impact Report, and the Draft Summary of Comments
8 and Responses, all as required by law. Copies of said documents are on file with the Clerk of
9 the Board in File No. 110328, and are incorporated herein by reference; and,

10 WHEREAS, The FEIR files and other Project-related Department and TIDA files have
11 been available for review by this Board of Supervisors and the public, and those files are part
12 of the record before this Board of Supervisors; and,

13 WHEREAS, On April 21, 2011, the Planning Commission and the TIDA Board of
14 Directors reviewed and considered the FEIR and, by Motion No. 18325 and Resolution No.
15 11-14-04/21, respectively, found that: (1) the contents of said report and the procedures
16 through which the FEIR was prepared, publicized and reviewed complied with the provisions
17 of the California Environmental Quality Act ("CEQA") and the CEQA Guidelines and Chapter
18 31 of the San Francisco Administrative Code; (2) the FEIR was adequate, accurate and
19 objective, reflected the independent judgment and analysis of each Commission and that the
20 summary of Comments and Responses contained no significant revisions to the Draft
21 Environmental Impact Report; and (3) the Project will have significant and unavoidable project
22 impacts and make a considerable contribution to cumulative impacts in the areas of
23 transportation, noise, air quality and historic resources; and,

24 WHEREAS, By said Motion and Resolution, the Planning Commission and the TIDA
25 Board of Directors, respectively, certified the completion of the Final Environmental Impact

1 Report for the Project in compliance with CEQA and the CEQA Guidelines. Said Motion and
2 Resolution are on file with the Clerk of the Board in File No. 110328 and are incorporated
3 herein by reference; and,

4 WHEREAS, The Department and TIDA ~~prepared proposed~~ in Motion No. 18326 and
5 Resolution No. 11-15-04/21, respectively adopted environmental findings, as required by
6 CEQA (the "CEQA Findings"), regarding the rejection of alternatives; mitigation measures;
7 significant environmental impacts analyzed in the FEIR; and overriding considerations for
8 approving the Project, including all of its Actions, among other topics. The CEQA Findings
9 also include a proposed mitigation monitoring and reporting program, denoted as Attachment
10 B. These CEQA findings, the Board of Supervisors' CEQA Findings, and related Project
11 documents were made available to the public and this Board of Supervisors for the Board's
12 review, consideration, and actions. Copies of the CEQA Findings of the Planning
13 Commission, TIDA, and the Board are on file with the Clerk of the Board of Supervisors in File
14 No. 110328, and are incorporated herein by reference; now, therefore, be it

15 RESOLVED, That the Board of Supervisors makes the following findings in compliance
16 with the California Environmental Quality Act ("CEQA"), California Public Resources Code
17 Sections 21000 et seq., the CEQA Guidelines, 14 Cal. Code Reg. Code Sections 15000 et
18 seq. ("CEQA Guidelines"), and San Francisco Administrative Code Chapter 31 ("Chapter 31");
19 and,

20 FURTHER RESOLVED, That the Board of Supervisors has reviewed and considered
21 Planning Commission Motion No. 18325 certifying the FEIR and finding the FEIR adequate,
22 accurate and objective, and reflecting the independent judgment and analysis of the Planning
23 Commission, and hereby affirms the Planning Commission's certification of the FEIR by Board
24 of Supervisors Motion No. 18326. Copies of said Motions are on file with the
25

1 Clerk of the Board of Supervisors in File No. 110328 and are incorporated herein
2 by reference; and, be it

3 FURTHER RESOLVED, That the Board of Supervisors finds that (1) modifications
4 incorporated into the Project and reflected in the Actions will not require important revisions to
5 the FEIR due to the involvement of new significant environmental effects or a substantial
6 increase in the severity of previously identified significant effects; (2) no substantial changes
7 have occurred with respect to the circumstances under which the Project or the Actions are
8 undertaken that would require major revisions to the FEIR due to the involvement of new
9 significant environmental effects, or a substantial increase in the severity of effects identified
10 in the FEIR; and (3) no new information of substantial importance to the Project or the Actions
11 has become available that would indicate (a) the Project or the Actions will have significant
12 effects not discussed in the FEIR; (b) significant environmental effects will be substantially
13 more severe; (c) mitigation measures or alternatives found not feasible, which would reduce
14 one or more significant effects, have become feasible; or (d) mitigation measures or
15 alternatives, which are considerably different from those in the FEIR, would substantially
16 reduce one or more significant effects on the environment; and, be it

17 FURTHER RESOLVED, That the Board of Supervisors has reviewed and considered
18 the FEIR and hereby adopts its CEQA Findings, including the mitigation monitoring and
19 reporting program, contained in Attachment B, and the statement of overriding considerations.

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City and County of San Francisco

**Tails
Resolution**

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 110328

Date Passed: June 07, 2011

Resolution adopting findings under the California Environmental Quality Act (CEQA), CEQA Guidelines and San Francisco Administrative Code Chapter 31, including the adoption of a mitigation monitoring and reporting program and a statement of overriding considerations in connection with the development of Treasure Island/Yerba Buena Island, as envisioned in the Development Agreement for the Treasure Island/Yerba Buena Island Project Area.

May 02, 2011 Land Use and Economic Development Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

May 02, 2011 Land Use and Economic Development Committee - RECOMMENDED AS AMENDED

May 17, 2011 Board of Supervisors - CONTINUED

Ayes: 10 - Avalos, Chiu, Chu, Cohen, Elsbernd, Farrell, Kim, Mar, Mirkarimi and Wiener

Excused: 1 - Campos

June 07, 2011 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Campos, Chiu, Chu, Cohen, Elsbernd, Farrell, Kim, Mar, Mirkarimi and Wiener

File No. 110328

I hereby certify that the foregoing Resolution was ADOPTED on 6/7/2011 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor Edwin Lee

6/13/11

Date Approved

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 17-0089

WHEREAS, It is the intent of this Memorandum of Understanding (MOU) to record the parties' understanding as to: the SFPUC's development of new wastewater treatment facilities necessary for treatment and discharge of sanitary sewage (WWTF), including production of recycled water (RWTF) (collectively, the WWTP Project) on Treasure Island; the necessary real property improvements to the WWTP Project site; TIDA's transfers to the SFPUC of fee and easement interests for the WWTP Project construction and operation; SFPUC's right to continued use of existing or comparable property to support existing contracted utility services or future public utility operations; and the transfer of an additional parcel of 4-6 acres contiguous to the WWTF site, as contemplated in the Infrastructure Plan included in TIDA's Disposition and Development Agreement associated with planned development of Treasure Island/Yerba Buena Island (TI/YBI); and

WHEREAS, Under this MOU, the Treasure Island Development Authority (TIDA) must ensure various actions are completed as condition precedent for the San Francisco Public Utilities Commission (SFPUC) to begin construction of the WWTP Project, including but not limited to, site preparation, conveyance of property to the SFPUC, and any necessary site remediation; and

WHEREAS, TIDA will continue to be responsible as the sanitary sewer collection and treatment service provider on Treasure Island and Yerba Buena Island (TI/YBI), by continuing to contract for such services, for both new and existing service connections until SFPUC's completion of the new WWTF, and acceptance of related infrastructure as may be required by the City, under the jurisdiction of the SFPUC; and

WHEREAS, New service connections must enter into an agreement with TIDA to obtain sanitary sewage collection and treatment service for the subdivision, subject to possible transfer of service to SFPUC in the future on terms consistent with SFPUC's rules, regulations, rates, fees and charges; and

WHEREAS, TIDA will continue to be the service provider for any customers whose flows are conveyed to the WWTF in whole or in part by currently existing legacy infrastructure; and

WHEREAS, Under separate agreement, the Navy must remediate environmental conditions arising out of its operation of Naval Station Treasure Island (NSTI) to levels appropriate for the land uses set forth in the development plan for Treasure Island before land can be transferred to TIDA; and

WHEREAS, Land transferred from the Navy to TIDA will also include appropriate Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") covenants and warranties, including callback provisions requiring Navy remediation should previously unidentified contamination resulting from Navy use of the property be identified at a later date; and

WHEREAS, On June 7, 2011, the Board of Supervisors, in compliance with the California Environmental Quality Act (CEQA), adopted Resolution No. 246-11, including the CEQA Findings, the Mitigation and Monitoring Reporting Program (MMRP) and a Statement of Overriding Considerations for the Treasure Island-Yerba Buena Island Project and approved the Project, which includes the WWTP Project. Therefore, CEQA review for the WWTP as proposed is complete. Additional CEQA review and if necessary preparation of the appropriate CEQA document will be complete prior to this Commission's approval of the WWTP Project construction, including specific processes and equipment, any modifications to related facilities such as the existing outfall, or approval of a development plan for the Additional Parcel; and

WHEREAS, The City's budget decisions are subject to the discretion of the Mayor and the Board of Supervisors, and the City has no obligation to make appropriations for the obligations of the parties contemplated in this MOU in lieu of appropriations for new or other agreements; now, therefore be it

RESOLVED, That this Commission authorizes the General Manager, or his designee, to negotiate and execute a MOU by and between the SFPUC and TIDA regarding the SFPUC's development of the WWTP Project to serve TI/YBI, and TIDA's obligations concerning the related real property improvements, and property transfers to the SFPUC, in substantially the form of the MOU on file with the Commission Secretary, subject to Board of Supervisors approval, as required.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of April 25, 2017.



Secretary, Public Utilities Commission

17-06-03/08

FILE NO. _____

RESOLUTION NO. _____

1 [Wastewater Treatment Facility Memorandum of Understanding]
 2 **Resolution Approving a Memorandum of Understanding Between the Treasure**
 3 **Island Development Authority and the San Francisco Public Utilities Commission**
 4 **for the Design and Construction of New Wastewater Treatment Facilities to Serve**
 5 **Treasure Island and Yerba Buena Island**

6 WHEREAS, Former Naval Station Treasure Island (the "Base" or "Treasure Island") is
 7 a former military base located in the City and County of San Francisco (the "City") consisting
 8 of approximately 550 acres on Treasure Island and Yerba Buena Island; and,

9 WHEREAS, The Base was selected for closure and disposition by the Base
 10 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
 11 subsequent amendments, and the Base ceased operations in 1997; and,

12 WHEREAS, Under the Treasure Island Conversion Act of 1997 (AB 699), which
 13 amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to
 14 Chapter 1333 of the Statutes of 1968, the State Legislature (i) granted to the Board of
 15 Supervisors the authority to designate the Treasure Island Development Authority ("TIDA") as
 16 a redevelopment agency under California Community Redevelopment Law with authority over
 17 the Base; and (ii) with respect to those portions of the Base that are subject to the public trust
 18 for commerce, navigation and fisheries (the "Public Trust"), vested in TIDA the authority to
 19 administer the Public Trust as to such property; and,

20 WHEREAS, On April 21, 2011, the TIDA Board of Directors unanimously made certain
 21 environmental findings under the California Environmental Quality Act ("CEQA") and approved
 22 a package of legislation in furtherance of the development project (the "Project"), including a
 23 Disposition and Development Agreement (the "DDA") with Treasure Island Community
 24 Development, LLC ("TICD") and an Interagency Cooperative Agreement ("ICA") between
 25 TIDA and several City agencies including, amongst others, the San Francisco Public Utilities

1 Commission ("SFPUC"), Public Works, and the San Francisco Municipal Transportation.
2 Agency ("SFMTA"); and,

3 WHEREAS, On June 7, 2011, the Board of Supervisors unanimously confirmed
4 certification of the final environmental impact report and made certain environmental findings
5 under CEQA (collectively, the "FEIR") by Resolution No. 246-11 and approved a package of
6 legislation in furtherance of the Project; and,

7 WHEREAS, The DDA and ICA included as an exhibit an Infrastructure Plan describing
8 the site improvements and public infrastructure to be constructed under the Project; and,

9 WHEREAS, On December 21, 2016, the Director of Public Works, via Public Works
10 Order No. 185562, adopted Subdivision Regulations for Treasure Island and Yerba Buena
11 Islands ("TI/YBI Subdivision Regulations"); and,

12 WHEREAS, The DDA, ICA, Infrastructure Plan, and TI/YBI Subdivision Regulations
13 contemplated that the SFPUC would provide new or upgraded wastewater treatment facilities
14 to meet the flow and treatment requirements of the Project and reserved certain design and
15 delivery considerations to the SFPUC and the SFPUC Commission; and

16 WHEREAS, The DDA, ICA, Infrastructure Plan, and TI/YBI Subdivision Regulations
17 further anticipate that TIDA and the SFPUC would negotiate and enter into a Memorandum of
18 Understanding (the "WWTF MOU") establishing, amongst other considerations and criteria,
19 the terms upon which the SFPUC will provide new or upgraded wastewater treatment facilities
20 ("WWTF"), a process for providing a service plan for each Major Phase, and meet and confer
21 provisions between TIDA, SFPUC and TICD; and

22 WHEREAS, TIDA and SFPUC have prepared a Draft WWTF MOU on file with the
23 Commission Secretary consistent with the provisions of the DDA, ICA, and Infrastructure
24 Plan; and

25

1 WHEREAS, The TI/YBI Subdivision Regulations anticipate that the WWTF MOU will be
2 executed prior to the approval of the Final Subdivision Map for the initial Subphase areas; and

3 WHEREAS, It is in the best interests of TIDA, the SFPUC, TICD, and the Project that
4 new WWTF be designed and constructed at the earliest possible date to serve the needs of
5 the Project and to allow the existing wastewater treatment plant to be decommissioned; and

6 WHEREAS, The SFPUC has included funding for the new WWTF in its capital program
7 and has initiated the selection of a project manager to oversee the planning and delivery of
8 the new WWTF; now, therefore, be it

9 RESOLVED, That the TIDA Board does hereby approve the Wastewater Treatment
10 Facility Memorandum of Understanding between TIDA and the SFPUC on file with the
11 Commission Secretary; and, be it

12 FURTHER RESOLVED, That the Board of Directors authorizes the Treasure Island
13 Project Director ("Director") to authorize any amendments or modifications to the WWTF MOU
14 that the Director determines, in consultation with other the General Manager of the SFPUC
15 and the City Attorney, are in the best interest of the City, TIDA and the SFPUC, do not
16 materially decrease the benefits to or materially increase the obligations or liabilities of TIDA,
17 and are in compliance with the DDA and all applicable laws.

18

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CERTIFICATE OF SECRETARY

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I hereby certify that I am the duly elected Secretary of the Treasure Island
Development Authority, a California nonprofit public benefit corporation, and that the
Resolution was duly adopted and approved by the Board of Directors of the Authority
at a properly noticed meeting on March 8, 2017.


Mark Dunlop, Secretary

FILE NO. 244-97-3

RESOLUTION NO. 380-97

1 [Treasure Island Development Authority]

2 AUTHORIZING THE INCORPORATION OF THE TREASURE ISLAND DEVELOPMENT
3 AUTHORITY AND APPROVING AND RATIFYING CERTAIN ACTIONS IN CONNECTION
4 THEREWITH ; REQUESTING QUARTERLY PROGRESS REPORTS.

5 WHEREAS, Naval Station Treasure Island is a military base
6 located on Treasure Island and Yerba Buena Island (together, the
7 "Base"), which is currently owned by the United States of America
8 (the "Federal Government"); and,

9 WHEREAS, Treasure Island was selected for closure and
10 disposition by the Base Realignment and Closure Commission in 1993,
11 acting under Public Law 101-510, and its subsequent amendments; and,

12 WHEREAS, In 1995, the General Service Administration and the
13 Bureau of Land Management determined that Yerba Buena Island was
14 surplus to the Federal Government's needs and could be transferred to
15 the administrative jurisdiction of the Department of Defense under
16 the Base Closure and Realignment Act of 1990 and disposed of together
17 with Treasure Island; and,

18 WHEREAS, The Federal Government plans to close the Base on or
19 about October 1, 1997; and,

20 WHEREAS, The City and County of San Francisco is the Local Reuse
21 Authority for the Base; and

22 WHEREAS, On July 25, 1996, the Board of Supervisors (the
23 "Board") passed Resolution No.672-96 endorsing a draft reuse plan for
24 the Base as the preferred alternative for the purposes of initiating
25

MAYOR WILLIE L. BROWN, JR.
BOARD OF SUPERVISORS

1 environmental analysis and meeting the requirements of federal base
2 closure laws (the "Draft Reuse Plan"); and,

3 WHEREAS, The City desires to establish a nonprofit public
4 benefit corporation (the "Authority") to promote the planning,
5 redevelopment, reconstruction, rehabilitation, reuse and conversion
6 of the Base for the public interest, convenience, welfare and common
7 benefit of the inhabitants of the City and County of San Francisco;
8 and

9 WHEREAS, The Board desires to approve and authorize the
10 formation and organization of the Authority for such purposes; and

11 WHEREAS, The Board has been presented with the form of the
4/15/97 as amended on 4/15/97 by the Econ. Dev., Trans. & Tech. Cmte. to substitute a new
1lb 12 Articles of Incorporation and the Bylaws of the Treasure Island page 6
13 Development Authority, and the Board has examined and approved such
14 documents and desires to authorize the incorporation of such
15 nonprofit public benefit corporation and direct the execution and
16 filing of such articles; now, therefore, be it

17 RESOLVED, That, the Board hereby finds and determines that it is
18 in the public interest, convenience and welfare and for the common
19 benefit of the inhabitants of the City that a nonprofit public
20 benefit corporation be organized under the laws of the State of
21 California to promote the planning, redevelopment, reconstruction,
22 rehabilitation, reuse and conversion of the Base; and be it

23 FURTHER RESOLVED, That the Mayor, or his designee, is hereby
24 authorized to act as Incorporator and to cause the formation and
25 organization of such nonprofit public benefit corporation, which

MAYOR WILLIE L. BROWN, JR.
BOARD OF SUPERVISORS

1 shall be designated as the "Treasure Island Development Authority";
2 and be it

3 FURTHER RESOLVED, That the form, terms and provisions of the
4 Articles of Incorporation of the Authority (the "Articles of
5 Incorporation") and Bylaws, in the form presented at this meeting and
6 filed with the Clerk of the board in File No. 244-97-3 be, and
7 they hereby are, approved, and the Mayor, or his designee, is hereby
8 is authorized and empowered to execute by manual signature and file,
9 or cause to be filed, with the office of the Secretary of State, the
10 Articles of Incorporation, with such changes and insertions therein
11 as may be necessary to cause the same to carry out the intent of this
12 resolution or to comply with the California Nonprofit Public Benefit
13 Corporation Law and as are approved by the Mayor, such approval to be
14 conclusively evidenced by the filing of the Articles of Incorporation
15 with the office of the Secretary of State; and be it

16 FURTHER RESOLVED, That the Authority shall be subject to the
17 budget and fiscal provisions of the City's Charter; and be it

18 FURTHER RESOLVED, That all actions heretofore taken by the
19 officers and agents of the City with respect to the formation and
20 organization of the Corporation are hereby approved, confirmed, and
21 ratified, and the officers of the City and their authorized deputies
22 and agents are hereby authorized and urged, jointly and severally, to
23 do any and all things and to execute and deliver any and all
24 certificates and other documents in addition to the documents
25 referred to in this resolution, which they or the City Attorney may

MAYOR WILLIE L. BROWN, JR.
BOARD OF SUPERVISORS

1 deem necessary or advisable in order to effectuate the purposes of
2 this resolution; and, be it

3 FURTHER RESOLVED, That the Authority shall submit quarterly
4 progress reports to the Economic Development, Transportation &
5 Technology Committee of the Board of Supervisors; and, be it

21/97 6 FURTHER RESOLVED, That to the extent the Board, after the
7 completion of all required environmental reviews, approved a Homeless
8 Assistance Agreement for the Base with the Treasure Island Homeless
5/97 9 Development Initiative (the "TIHDI Agreement"), a draft of which the
rt 10 Board endorsed on July 25, 1996, in Resolution No. 672-96, the
11 Authority, as the local reuse authority for the Base, shall be bound
5/97 12 by and subject to all of the terms and conditions of the TIHDI
rt 13 Agreement, as such agreement may be finally approved by the Board.
14
15
16
17 (See File for Signature)
18 Director, Treasure Island Project Office
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MAYOR WILLIE L. BROWN, JR.

BOARD OF SUPERVISORS

Page 4

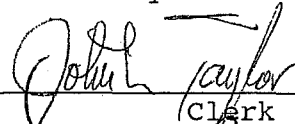
Adopted - Board of Supervisors, San Francisco April 21, 1997

Ayes: Supervisors Ammiano Bierman Brown Kaufman Leal Medina
Newsom Teng Yaki

Noes: Supervisor Yee

Absent: Supervisor Katz

I hereby certify that the foregoing resolution
was adopted by the Board of Supervisors
of the City and County of San Francisco


Clerk

File No.
244-97-3

MAY - 2 1997

Date Approved



Mayor

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 11-0068

WHEREAS, Naval Station Treasure Island ("NSTI") is a former United States Navy base located in the City and County of San Francisco ("City"), that consists of the following two islands connected by a causeway: (1) Treasure Island, comprised of approximately 409 acres of level filled land, and (2) an approximately 90 acre portion of Yerba Buena Island, a natural rock outcropping, steeply sloped and highly vegetated, with elevations rising to over 300 feet above the water. NSTI also includes approximately 316 acres of unfilled tidal and submerged lands lying adjacent to Treasure Island in San Francisco Bay and approximately 234 acres of unfilled tidal and submerged lands lying adjacent to Yerba Buena Island in San Francisco Bay (the "Submerged Lands"); and

WHEREAS, During World War II, NSTI was used as a center for receiving, training, and dispatching service personnel. After the war, NSTI was used primarily as a naval training and administrative center. In 1993, Congress and the President selected NSTI for closure and disposition by the Base Realignment and Closure Commission acting under Public Law 101-510, 10 U.S.C. §2687 and its subsequent amendments. The Department of Defense subsequently designated the City, and later the Authority, as the Local Reuse Authority responsible for the conversion of NSTI under the federal disposition process; and

WHEREAS, The Treasure Island Development Authority (Authority) was created in 1997 to serve as the entity responsible for the reuse and development of NSTI. Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968, the California Legislature (1) authorized the Board of Supervisors to designate the Authority as a redevelopment agency under the California Community Redevelopment Law (California Health and Safety Code §33000 et seq.) ("CCRL") with authority over NSTI, and (2) with respect to those portions of NSTI that are subject to the Public Trust, vested in the Authority the authority to administer the Public Trust as to such property in accordance with the terms of the Act; and

WHEREAS, The Board of Supervisors designated the Authority as a redevelopment agency with powers over NSTI under the Conversion Act in Resolution No. 43-98, dated February 6, 1998; and

WHEREAS, After completion of a competitive master developer selection process, the Authority entered into the Exclusive Negotiating Agreement with the Treasure Island Community Development LLC (Developer), dated as of June 1, 2003; and

WHEREAS, Effective August 15, 2006, the State of California, acting through its Department of Transportation (CalTrans), the Authority, and the SFPUC entered into a Cooperative Utility Agreement, authorizing Caltrans to replace an existing submarine power cable that served Treasure Island that interfered with the San Francisco-Oakland Bay Bridge East Span Seismic Safety project. The Authority agreed to reimburse Caltrans for the additional cost of constructing two submarine power cables, and pursuant to that agreement, Caltrans did construct two higher capacity 25 KV rated armored submarine cables, transferring ownership of one cable to the Navy, and the other to the Authority. The SFPUC and the Authority entered into a Memorandum of Agreement (MOA), dated July 7, 2006, as amended by the First Amendment, dated January 8, 2007, with SFPUC agreeing to provide the collateral and security for the Authority's reimbursement obligation to CalTrans, payable in four installments, and executed a Pledge and Security Agreement with CalTrans and the Authority. The MOA provided that if SFPUC paid the Authority's obligation to CalTrans, the Authority would reimburse the SFPUC for that amount, plus interest at the rate of the SFPUC's cost of funds, from proceeds from the first public financing for future development at Treasure Island or another mutually agreed upon funding source. On behalf of the Authority, the SFPUC has made an initial payment of \$2,599,340 to CalTrans in January 2007 and two installment payments in 2009 and 2010 totaling \$1,419,359.50, with two remaining installment payments of

Agreement: Treasure Island
Commission Meeting Date: May 10, 2011

\$709,679.75 each due on October 1, 2011 and October 1, 2012, for a total Authority reimbursement obligation to CalTrans of \$5,438,059. As consideration for the MOA, the Authority granted SFPUC an Option whereby the Authority will quitclaim to SFPUC its right, title and interest in the Authority's cable within 60 days following receipt of notice from SFPUC, issued at any time after CalTrans has transferred the cable to the Authority. If the SFPUC exercise the Option, the Authority obligation to repay the SFPUC will be determined according to the MOA. The SFPUC has not yet exercised the Option for the transfer of the cable; and

WHEREAS, On October 13, 2007, the Governor approved SB 815 (Migden) and on October 11, 2009, the Governor approved SB 833 (Leno). SB 815 and SB 833 both amended the Treasure Island Public Trust Exchange Act, which is the State legislation authorizing an exchange of Public Trust lands between Treasure Island and Yerba Buena Island, to be consistent with the proposed reuse and development program for the Project Site; and

WHEREAS, The United States of America, acting by and through the Department of the Navy ("Navy"), and the Authority have negotiated an Economic Conveyance Memorandum of Agreement (as amended and supplemented from time to time, the "Conveyance Agreement") that governs the terms and conditions for the transfer of NSTI from the Navy to the Authority. Under the Conveyance Agreement, the Navy will convey NSTI to the Authority in phases after the Navy has completed environmental remediation and issued a Finding of Suitability to Transfer ("FOST") for specified parcels of NSTI or portions thereof; and

WHEREAS, The Development Plan contemplated that a Redevelopment Plan would be adopted under CCRL for NSTI, and the Project Site would be included in a Redevelopment Project Area. The Development Plan also contemplated that tax increment financing as provided in CCRL would be available to finance certain costs related to the Project Site. As a result of potential changes to CCRL, the Parties have determined to proceed with development of the Project Site using the Infrastructure Financing District mechanism provided under the Infrastructure Financing District Act (California Government Code Section 53395 et seq.), as amended from time to time; and

WHEREAS, The Authority and Developer intend to enter into a Disposition and Development Agreement (DDA), subject to Board of Supervisors approval, to provide for the disposition and development of the Project Site after the Navy's transfer of NSTI to the Authority in accordance with the Conveyance Agreement. This Agreement provides for a mixed-use development that is consistent with the City's General Plan and the eight Priority Planning Policies; and

WHEREAS, The DDA describes the Project, and describes those elements of the Project that Developer is permitted, and in some cases, obligated to construct. The DDA contemplates that certain proposed improvements will be developed by parties other than Developer; and

WHEREAS, The Authority has determined that by entering into the DDA: (i) the Authority will ensure the productive use of underdeveloped, former military base property and foster orderly growth and quality development of the Project Site; (ii) development will proceed in accordance with the goals and policies set forth in the Reuse Plan, the Development Plan, the General Plan and the City's Eight Priority Planning Principles; (iii) over time, the City will receive substantially increased tax revenues; (iv) the City will benefit from increased economic development and employment opportunities that the Project will create for City residents; and (v) the City will receive the community benefits that the Project will provide for City residents; and

WHEREAS, The Planning Commission and the Authority, as joint lead agencies, prepared a Draft Environmental Impact Report for the Project (the "DEIR") in Planning Department File No. 2007.0903E, published on July 12, 2010. The comment period ended on September 10, 2010, and the Comments and Responses document was published on March 10, 2011. In a joint meeting on April 21, 2011, the Planning Commission and the Authority, certified the Final EIR, consisting of the Draft EIR and the Comments and Responses document (FEIR), and by Motion (1) found that the contents of the EIR and the procedures through which the EIR was prepared, publicized and reviewed complied with the provisions of the California Environmental Quality Act (CEQA), the CEQA Guidelines and Chapter 31 of the San Francisco Administrative

Code ("Chapter 31"), (2) found that the EIR reflects the independent judgment and analysis of the City and the Authority, and is adequate, accurate, and objective and that the Comments and Responses document contains no significant revisions to the Draft EIR, and (3) certified the completion of the EIR in compliance with CEQA, the CEQA Guidelines and Chapter 31, a copy of which Motion is on file with the Planning Department; and

WHEREAS, The EIR files available from the Planning Department have been made available to this Commission and the public, and this Commission has reviewed and considered the information in the EIR and the proposed CEQA Findings, including a statement of overriding considerations, and the proposed mitigation, monitoring and reporting program (MMRP), attached to this Resolution as Attachments A and B, respectively, in furtherance of the actions contemplated by this Resolution; and

WHEREAS, The Planning Commission determined by Motion that the Project, and the various actions being taken by the City and the Authority to approve and implement the Project, are consistent with the General Plan and with the Eight Priority Policies of City Planning Code Section 101.1, and made findings in connection therewith (the "General Plan Consistency Determination"), a copy of which is on file with the Planning Department and is incorporated into this Resolution by reference; and

WHEREAS, Following certification of the FEIR, the Authority entered into a Disposition and Development Agreement (the "DDA") with Developer for the redevelopment of the Project Site (the "Project"). At full build-out, the Project is anticipated to include: up to 8,000 new residential units accommodating 18,000 to 19,000 people, a percentage of which will be offered at below-market rates, three hotels, a 400-slip marina, restaurants, retail and entertainment venues—plus nearly 300 acres of parks and open space. The development is clustered around a new intermodal transit and ferry terminal and is designed to prioritize walking, biking and public transit; and

WHEREAS, The Board of Supervisors is considering a series of actions and approvals in furtherance of the Project, including approving the ICA, DA and DDA, and the Commission action on this Resolution will be effective only if the Board of Supervisors adopts those Project approvals; and

WHEREAS, The City intends to undertake and complete proceedings and actions necessary to be carried out by the City under the provisions of the Project approvals and provide for the expenditure of monies in carrying out the Project and, specifically, the City wishes to enter into an Interagency Cooperation Agreement with the Authority, in the form on file with this Commission (the "Interagency Cooperation Agreement"), to provide for cooperation between the City and the Authority in administering the process for control and approval of subdivisions, the acceptance of infrastructure and other improvements constructed by the Developer, and all other applicable land use, development, construction, improvement, infrastructure, occupancy, service and use requirements and commitments and in establishing the policies and procedures relating to such approvals. The Developer and its successors under the DDA are third party beneficiaries of the Interagency Cooperation Agreement; and

WHEREAS, The Infrastructure Plan describes the construction and development of Infrastructure in the development area and site work needed to support the Project. The Infrastructure Plan defines Infrastructure improvements to be provided by the Developer for the Development Plan Area, as well as off-site and on-site work that may be provided to support development of the Development Plan Area by the San Francisco Public Utilities Commission (SFPUC) and

WHEREAS, The Development Agreement (DA) between the City and Treasure Island Community Development, LLC., (TICD) recognizes that, in exchange for defined public benefits, the Project will only be subject to certain defined ordinances, regulations, rules and policies governing the design, construction, fees and exactions, use or other aspects of the Project; and

WHEREAS, the Infrastructure Plan contemplates that the SFPUC will provide the new wastewater/recycled water treatment plant to treat the flows from the developed project and references a future SFPUC Memorandum of Understanding ("SFPUC MOU") that will include the provisions and terms upon which

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the SFPUC will provide a new wastewater/recycled water treatment plant and be responsible for the financing, construction operation and maintenance; and

WHEREAS, The Authority and SFPUC will negotiate a separate utilities transfer memorandum of understanding that will provide for the SFPUC to continue its activities as a contract provider of utility services during the interim period between the conveyance of the Project Site to the Authority and the installation of new utility infrastructure; and

WHEREAS, The Infrastructure Plan also contemplates SFPUC construction of, or reimbursement of Caltrans for, the infrastructure relating to the emergency water supply for the Islands, the construction and operation of which are not considered part of the Project and are the subject of future negotiation; and

WHEREAS, Section 3.4(f)(iii)(2) provides that approving the DA and ICA will not affect the outcome of the future negotiations described above, and that the SFPUC retains full discretion to negotiate the elements of the wastewater project, interim operations agreements, and emergency water supply facilities agreements; and

WHEREAS, The Infrastructure Plan requires the Developer to design and construct the proposed potable water distribution system; the replacement of potable water storage tanks for storage and fire flow; the emergency water line from the new Bay Bridge to the water tanks on YBI; the wastewater collection system; the recycled water distribution system; the new stormwater collection system; new stormwater treatment systems to meet the stormwater management requirements of the SFPUC Stormwater Design Guidelines, including bioretention / infiltration planters, street planters, swales, sub-grade infiltration areas, permeable paving, rain gardens, and/or seasonal wetlands; and

WHEREAS, Following the completion and acceptance of the new or upgraded infrastructure, the SFPUC will operate and maintain water and recycled water distribution systems, and wastewater and stormwater collection and control systems, except those stormwater control elements necessary to meet stormwater control obligations applicable to private development parcels; and

WHEREAS, Section 3.7 of the ICA provides that the Authority shall, in consultation with the SFPUC, require the Developer to prepare an assessment of the feasibility of the SFPUC providing electric service to the Project Site consistent with San Francisco Administrative Code Chapter 99, and to prepare an assessment of the feasibility of the SFPUC providing gas service to the Project Site. Prior to the Authority's approval of the first Major Phase Application, the Authority shall have require the Developer to complete the feasibility studies in consultation with the SFPUC. The Developer shall pay for all costs of such update; and

WHEREAS, Commissioners raised concerns at the public meeting on May 10, 2011, including questions concerning the City or TIDA's commitment to, and/or capacity for, financing the cost of future infrastructure improvements, particularly improvements that may be needed to protect infrastructure against sea-level rise or to pump and provide power to the stormwater system, and the Mayor's Office committed to continuing to work with SFPUC to address those concerns as the staff prepare final documents to be presented to the Board of Supervisors for Project approval; now, therefore, be it

RESOLVED, That in order to effectuate the development of the Project, this Commission hereby adopts the CEQA Findings, including the Statement of Overriding Considerations, attached to this Resolution as Attachment A and adopts the Mitigation Monitoring and Reporting Program, attached to this Resolution as Attachment B, both of which are incorporated into this Resolution by this reference, and approves the Interagency Cooperation Agreement substantially in the form on file with this Commission, subject to the approval of the City's Board of Supervisors, and recommends approval of the Interagency Cooperation Agreement to the Board of Supervisors; and be it

FURTHER RESOLVED, That subject to the approval of the Interagency Cooperation Agreement by the City's Board of Supervisors, this Commission authorizes the SFPUC General Manager to execute the SFPUC Consent to the Interagency Cooperation Agreement on behalf of this Commission, in substantially the form

presented to this Commission as modified by the amendments to the ICA, and subject to the amendment to Section 2.8 (e) of the Financing Plan, which is an exhibit to the DA, to read as follows:

2.8 CFD Limitations

(e) The City intends to include open space improvements, transportation facilities, renewable energy and other sustainability projects, and other public infrastructure within the authorized list of Additional Community Facilities for each CFD. In addition, Additional Community Facilities to be authorized within each CFD shall include, but are not limited to, future improvements necessary to ensure that the shoreline, public facilities, and public access improvements will be protected should sea level rise at the perimeter of the Project Site as set forth in the Infrastructure Plan (the "Future Sea Level Rise Improvements"). If required to be constructed or installed pursuant to the appropriate regulating authorities, City agrees to finance the Future Sea Level Rise Improvements through the proceeds of the Second Tranche CFD Bonds and any Remainder Taxes that become available to City after the CFD Conversion Date pursuant to this Financing Plan, all in the manner required by the appropriate regulating authorities. However, notwithstanding the discretion the Developer has in funding Additional Community Facilities from CFD Bonds prior to the CFD Conversion Date in subsection 2.8(c), for each CFD, if, prior to the CFD Conversion Date, sea levels in the waters surrounding the Project Area rise by more than sixteen (16) inches from the levels in existence on the Reference Date, as defined in the Infrastructure Plan, the City and Developer agree to finance the Future Sea Level Rise Improvements from First Tranche CFD Bonds of such CFD; and be it

FURTHER RESOLVED, That provided the SFPUC retains full discretion to negotiate the elements of the wastewater/recycled project, interim operations agreements, and emergency water supply facilities agreements, this Commission consents to the following:

1. The ICA as it relates to matters under SFPUC jurisdiction, including the SFPUC-Related Infrastructure, the Stormwater Management Controls, and the SFPUC-Related Mitigation Measures;
2. The acceptance, operation and maintenance of SFPUC-Related Infrastructure, subject to appropriation and subject to Developer satisfying the SFPUC requirements for construction, warranties and guarantees, operations and maintenance manuals, testing, and training that are consistent with the Applicable City Regulations and applicable State and federal law, and meeting the SFPUC-Related Mitigation Measures; and
3. The delegation to the SFPUC General Manager or his or her designee any future Approvals of the SFPUC under this ICA, including Approvals of Authority Applications, subject to applicable law including the City's Charter; and be it

FURTHER RESOLVED, That this Commission authorizes the Mayor, the City Administrator and the Director of Public Works (or any successor City officer designated by law) to enter into and approve any additions, amendments or other modifications to the Interagency Cooperation Agreement (including, without limitation, any exhibits) that they determine, in consultation with the City Attorney and any affected City agencies, are in the best interests of the City, provided that any such additions, amendments or modifications do not materially increase the costs or liabilities of the City and are necessary or advisable to effectuate the implementation of the Development Plans, the Plan Documents (as defined in the Redevelopment Plans) and this Resolution and legislation by the Board of Supervisors, subject to the terms of Section 8.4 of the Interagency Cooperation Agreement with respect to any amendment that affects the SFPUC Infrastructure or the SFPUC-Related Mitigation Measures; and be it

FURTHER RESOLVED, That Adoption of the Development Agreement between the City and TICD recognizes that, in exchange for defined public benefits, the Project will only be subject to certain defined ordinances, regulations, rules and policies governing the design, construction, fees and exactions, use or other aspects of the Project and that it will not impose any new fees and exactions other than those agreed-upon in the

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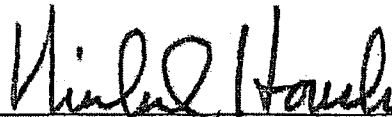
DA, will not impose changes in law that would adversely affect the project, and will not materially limit or control the availability of public utilities, services or facilities or any privileges or right to public utilities, services, facilities or Infrastructure for the Project, including but not limited to water rights, water connection, sewage capacity rights, and sewer connections, subject to applicable law; and be it

FURTHER RESOLVED, That this Commission authorizes the SFPUC General Manager, in conjunction with the Mayor, the City Administrator, the Director of Public Works and other officers, agents and employees of the City, but subject to appropriation, to take any and all steps (including, but not limited to, the execution and delivery of any and all agreements, notices, consents and other instruments or documents) as they or any of them deem necessary or appropriate, in consultation with the City Attorney, in order to consummate and perform its obligations under the Interagency Cooperation Agreement in accordance with this Resolution and legislation by the Board of Supervisors, or otherwise to effectuate the purpose and intent of this Resolution and such legislation; and be it

FURTHER RESOLVED, That the approval under this Resolution shall take effect upon the effective date of the Board of Supervisors' legislation approving the Interagency Cooperation Agreement.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of

May 10, 2011



Secretary, Public Utilities Commission

Print Form

Introduction Form

By a Member of the Board of Supervisors or the Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2017 MAY -9 PM 3:00
Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.

Sponsor(s):

Kim

Subject:

Memorandum of Understanding between the Treasure Island Development Authority and the San Francisco Public Utilities Commission for Wastewater Treatment and Recycling Facilities

The text is listed below or attached:

Attached.

Signature of Sponsoring Supervisor: 

For Clerk's Use Only: