

1 [Site License Agreement Amendment - TriStar Investors LLC - Communications Services
2 Facilities in Modesto, California - Total Annual License Fee \$25,758]

3 **Resolution retroactively authorizing the General Manager of the San Francisco Public**
4 **Utilities Commission to execute a second amendment to a site license agreement with**
5 **TriStar Investors LLC, as Licensor for the installation of an additional microwave**
6 **communications antenna at a telecommunications facility located on a portion of**
7 **Stanislaus County Assessor's Parcel No 081-012-004-000, with an increase of \$6,600 in**
8 **the annual rent from \$19,158 to \$25,758 effective June 1, 2017, and making findings**
9 **under the California Environmental Quality Act ("CEQA"), CEQA Guidelines, and**
10 **Administrative Code, Chapter 31.**

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12 WHEREAS, On July 23, 2013, the San Francisco Public Utilities Commission
13 ("SFPUC") approved, by SFPUC Resolution No. 13-0019, the San Joaquin Valley
14 Communications System Upgrade Project ("Project") to improve SFPUC's communication
15 capabilities for SFPUC's water and power facilities in the San Joaquin Valley; and

16 WHEREAS, On July 8, 2014, by SFPUC Resolution No. 14-0112, the SFPUC
17 authorized its General Manager to execute certain agreements within the scope of the Project,
18 including an agreement with TriStar Investors LLC ("Licensor") for the installation of SFPUC
19 communications equipment at a telecommunications facility owned by Licensor located at
20 2201 Blue Gum Avenue in Modesto, California ("Premises"), subject to approval by the Board
21 of Supervisors pursuant to Charter, Section 9.118; and

22 WHEREAS, On October 28, 2014, the Board of Supervisors, by its Resolution No. 401-
23 14, authorized the General Manager of the SFPUC to enter into a license agreement with
24 Licensor for installation of telecommunications facilities on the Premises for a term of up to 25
25 years at an initial annual rent of approximately \$18,600, with 3% annual rent increases; and

1 WHEREAS, Licensor and the City and County of San Francisco (“City”), through the
2 SFPUC, entered into that certain Site License Agreement dated October 6, 2015 (“Original
3 Agreement”), whereby the SFPUC licenses from Licensor the Premises with a five-year initial
4 term and four five-year options to extend, and an initial annual rent of approximately \$18,600,
5 with 3% annual increases; and

6 WHEREAS, On June 30, 2016, the parties amended the Original Agreement to correct
7 a non-substantive clerical error (“First Amendment”); and

8 WHEREAS, After testing of the Project, SFPUC staff noticed interference patterns
9 between the Premises and SFPUC’s San Joaquin Valve House, resulting in data loss and,
10 after rigorous study, attributed the interference to changing atmospheric and environmental
11 conditions caused by heavy rains during the winter of 2016-2017; and

12 WHEREAS, To resolve the signal interference, SFPUC determined it was necessary to
13 install additional communications equipment on the Premises to provide redundancy (*i.e.*, to
14 provide an alternative path of data signal reception, and such installation occurred in late May,
15 2017; and

16 WHEREAS, SFPUC and Licensor desire to amend the Original Agreement to include
17 the addition of new, redundant SFPUC equipment at the Premises, and to increase the annual
18 rent under the Original Agreement from \$19,158 to \$25,758 effective as of June 1, 2017,
19 subject to 3% annual increases (“Second Amendment”); and

20 WHEREAS, A Mitigated Negative Declaration (MND) was prepared for the San
21 Joaquin Valley Communication System Upgrade Project and on June 27, 2013, the
22 Environmental Review Officer found that the contents of the MND and the procedures through
23 which the MND was prepared, publicized and reviewed complied with the California
24 Environmental Quality Act (California Public Resources Code, Sections 21000 et seq.)
25 (CEQA), 14 California Code of Regulations, Sections 15000 et seq. (the "CEQA Guidelines"),

1 and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"), and that the Final
2 MND (FMND) was adequate, accurate and objective, and reflected the independent analysis
3 and judgment of the Planning Department, and adopted findings of no significant impacts
4 associated with the Project in Planning Department File No. 2012.0183E; and

5 WHEREAS, On July 23, 2013, at a public meeting of the SFPUC, by SFPUC
6 Resolution No. 13-0119 the SFPUC adopted the FMND and the Mitigation Monitoring and
7 Reporting Program ("MMRP"), made findings as required by CEQA, and approved the Project;
8 and

9 WHEREAS, On July 8, 2014, the SFPUC adopted Resolution 14-0112 in which the
10 SFPUC: (1) adopted CEQA findings and the MMRP, which are incorporated herein as part of
11 this Resolution by reference thereto, and (2) approved the Original Agreement, which is on file
12 with the Clerk of the Board of Supervisors in File No. 180071, and which, including its
13 findings, is incorporated herein by reference as though fully set forth; and

14 WHEREAS, The SFPUC reviewed and considered the information contained in the
15 FMND, the CEQA findings contained in SFPUC Resolutions No. 13-0119 and No. 14-0112,
16 and all written and oral information provided by the Planning Department, the public, relevant
17 public agencies, SFPUC and other experts and the administrative files for the Project, and on
18 December 12, 2017, by SFPUC Resolution No. 17-0254, adopted CEQA findings and the
19 MMRP and approved the Second Amendment; and

20 WHEREAS, The Board of Supervisors has reviewed and considered the information
21 contained in the FMND, the CEQA findings, the MMRP, and all other written and oral
22 information provided to it regarding the FMND and the Project, and finds that the FMND is
23 adequate for its use as the decision-making body for the action taken herein; now, therefore,
24 be it

1 RESOLVED, That the Board of Supervisors finds that since the FMND was finalized,
2 there have been no substantial changes in the Project, no substantial changes in the
3 circumstances under which the Project will be undertaken that would require major revisions
4 to the FMND due to the involvement of new significant environmental effects or an increase in
5 the severity of previously identified significant environmental impacts, and there is no new
6 information of substantial importance that would change the conclusions set forth in the
7 FMND; and, be it

8 FURTHER RESOLVED, That the Board of Supervisors adopts the CEQA findings and
9 the MMRP adopted by the SFPUC in SFPUC Resolutions Nos.13-0119, 14-0112, and 17-
10 0254, which are incorporated into this Resolution as though fully set forth herein; and, be it

11 FURTHER RESOLVED, That the Board of Supervisors hereby approves and
12 authorizes the General Manager of the SFPUC (“General Manager”) to execute the Second
13 Amendment, in substantially the form of such agreement on file with the Clerk of the Board of
14 Supervisors in File No. 180071, which is hereby declared to be a part of this Resolution as if
15 set forth fully herein; and, be it

16 FURTHER RESOLVED, That the Board of Supervisors authorizes the General
17 Manager to enter into any future amendments to add additional facilities or expand the
18 premises to include additional SFPUC communications antennas and equipment, provided
19 that such amendments do not materially decrease the benefits to the SFPUC or the City, do
20 not materially increase the obligations or liabilities of the SFPUC or the City, do not authorize
21 the performance of any activities without pursuing all required regulatory and environmental
22 review and approvals, and do not increase the annual license fee by more than twenty (20%)
23 percent, and are necessary or advisable to complete the transactions which the Agreement
24 contemplates and effectuates the purpose and intent of this resolution, and that the General
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1 Manager, in consultation with the SFPUC and the City Attorney, determines are in the best
2 interests of the SFPUC and the City; and, be it

3 FURTHER RESOLVED, That the Board of Supervisors approves, confirms and ratifies
4 all prior actions taken by the officials, employees and agents of the City with respect to the
5 Agreement; and, be it

6 FURTHER RESOLVED, That the Board of Supervisors authorizes and urges the
7 General Manager and any other appropriate officers, agents or employees of the City to take
8 any and all steps (including, but not limited to, the execution and delivery of any and all
9 certificates, agreements, notices, consents and other instruments or documents), as they or
10 any of them deems necessary or appropriate, in consultation with the City Attorney, in order to
11 consummate the transaction under the Agreement in accordance with this resolution, or to
12 otherwise effectuate the purpose and intent of this resolution, such determination to be
13 conclusively evidenced by the execution and delivery by any such person or persons of any
14 such documents; and, be it

15 FURTHER RESOLVED, That within thirty (30) days of the execution of the Second
16 Amendment, the SFPUC shall provide a copy to the Clerk of the Board for inclusion into the
17 official file.

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