



**AGENDA  
REGULAR MEETING**

**City Council of the Town of Colma  
Colma Community Center  
1520 Hillside Boulevard  
Colma, CA 94014**

**Wednesday, February 11, 2015 at 7:30 PM**

**PLEDGE OF ALLEGIANCE AND ROLL CALL**

**ADOPTION OF AGENDA**

**PRESENTATION**

- Introduction of New Facility Attendant David Andrews

**PUBLIC COMMENTS**

Comments on the Consent Calendar and Non-Agenda Items will be heard at this time.  
Comments on Agenda Items will be heard when the item is called.

**CLOSED SESSION**

1. In Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiators

Agency Designated Representative: Mayor Joanne del Rosario  
Unrepresented Employee: City Manager

**CONSENT CALENDAR**

2. Motion to Accept the Minutes from the January 5, 2015 Special Meeting.
3. Motion to Accept the Minutes from the January 8, 2015 Special Meeting.
4. Motion to Accept the Minutes from the January 14, 2015 Regular Meeting.
5. Motion to Approve Report of Checks Paid for January 2014.
6. Motion to Adopt a Resolution Adopting an Amended Conflict of Interest Code Pursuant to the Political Reform Act.

7. Motion to Adopt a Resolution Amending Section 3.6 of the Colma Parking Code Relating to the Stopping, Standing or Parking of Vehicles on Hillside Boulevard Between Hoffman Street and Serramonte Boulevard.
8. Motion to Adopt a Resolution Approving First Amendment to City Manager Contract.
9. Motion to Adopt a Resolution Adding Subchapter 1.17 to the Colma Administrative Code, Relating to Social Media.
10. Motion to Adopt a Resolution Adopting Findings and a Statement of Overriding Considerations as a Responsible Agency Pursuant to the Requirements of the California Environmental Quality Act and Approving a Memorandum of Agreement Between the Town of Colma and the San Francisco Public Utilities Commission.

## **NEW BUSINESS**

### **11. MID-YEAR BUDGET REVIEW**

*Consider:* Motion to Approve Mid-Year Budget Report.

## **OLD BUSINESS**

### **12. ADULT HOLIDAY EVENT**

*Consider:* Motion Giving Direction to Staff Regarding Potential Holiday Event in 2015.

### **13. APPROVAL OF TOWN HALL BUDGET THRESHOLDS**

*Consider:* Motion Setting the Budget for Town Hall Renovation Project.

## **PUBLIC HEARING**

### **14. REASONABLE ACCOMMODATIONS IN HOUSING ORDINANCE AMENDMENT**

*Consider:* Motion to Introduce an Ordinance Amending Section 5.15.060 of the Colma Municipal Code, Relating to Requests for Reasonable Accommodations in Housing, and Waive a Further Reading of the Ordinance.

## **COUNCIL CALENDARING**

## **REPORTS**

Mayor/City Council

City Manager

## **ADJOURNMENT**

The City Council Meeting Agenda Packet and supporting documents are available for review at the Colma Town Hall, 1198 El Camino Real, Colma, CA during normal business hours (Mon – Fri 8am-5pm). Persons interested in obtaining an agenda via e-mail should call Caitlin Corley at 650-997-8300 or email a request to [ccorley@colma.ca.gov](mailto:ccorley@colma.ca.gov).

### Reasonable Accommodation

Upon request, this publication will be made available in appropriate alternative formats to persons with disabilities, as required by the Americans with Disabilities Act of 1990. Any person with a disability, who requires a modification or accommodation to view the agenda, should direct such a request to Brian Dossey, ADA Coordinator, at 650-997-8300 or [brian.dossey@colma.ca.gov](mailto:brian.dossey@colma.ca.gov). Please allow two business days for your request to be processed.

1. In Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiators

Agency Designated Representative: Mayor Joanne del Rosario  
Unrepresented Employee: City Manager

*There is no staff report for this item.*

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**MINUTES  
SPECIAL MEETING**  
City Council of the Town of Colma  
City Hall, 1198 El Camino Real  
Colma, CA 94014

**Monday, January 5, 2015  
6:00 p.m.**

**CALL TO ORDER**

Mayor del Rosario called the Special Meeting of the City Council for the Town of Colma to order at 6:06 p.m.

Council Present – Mayor Joanne F. del Rosario, Vice Mayor Diana Colvin, Council Members Raquel “Rae” Gonzalez and Joseph Silva were present. Council Member Helen Fisicaro was absent.

Staff Present – City Manager Sean Rabé, Interim City Attorney Christopher Diaz, and Administrative Technician III Caitlin Corley were in attendance.

**NEW BUSINESS**

**1. Sale of Seton Medical Center**

City Manager Sean Rabé introduced Tina Ahn and Joanne Allen of Seton Medical Center to give the presentation. Mayor del Rosario opened the public comment period at 6:38 p.m. and seeing no one come forward to speak, she closed the public comment period. Council discussion followed.

**Action:** Council Member Silva moved to authorize the Mayor’s signature on a letter of support for the sale of Seton Medical Center; the motion was seconded by Council Member Gonzalez and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Joanne del Rosario, Mayor	✓				
Diana Colvin	✓				
Helen Fisicaro					✓
Raquel “Rae” Gonzalez	✓				
Joseph Silva	✓				
	4	0			

**ADJOURNMENT**

Mayor del Rosario adjourned the Special Meeting at 6:50 pm.

Respectfully Submitted,

*Caitlin Corley*

Caitlin Corley  
Administrative Technician III

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**MINUTES  
SPECIAL MEETING**

City Council of the Town of Colma  
City Hall, 1198 El Camino Real  
Colma, CA 94014

**Thursday, January 8, 2015  
4:30 p.m.**

**CALL TO ORDER**

Mayor del Rosario called the Special Meeting of the City Council for the Town of Colma to order at 4:47 p.m.

Council Present – Mayor Joanne F. del Rosario, Vice Mayor Diana Colvin, Council Members Helen Fisicaro, Raquel “Rae” Gonzalez and Joseph Silva were all present.

Staff Present – City Manager Sean Rabé, Police Chief Kirk Stratton, Recreation Services Director Brian Dossey, Director of Public Works Brad Donohue, City Planner Michael Laughlin, Interim City Attorney Christopher Diaz, Human Resources Manager Lori Burns, and Administrative Technician III Caitlin Corley were in attendance.

**PRESENTATION**

**1. Proclamation in Honor of Retired City Attorney Roger Peters**

Council presented Roger Peters with a proclamation in honor of his service to the Town. The Mayor, Vice Mayor and Council Members each spoke and offered their gratitude and congratulations.

The following people also spoke:

Brad Donohue, Director of Public Works  
Michael Laughlin, City Planner  
Sean Rabé, City Manager  
Christopher Diaz, Interim City Attorney  
Herb Moniz, Former City Manager  
Richard Rochetta and Maureen O'Connor, Colma Historical Association  
Frossana Vallergera, Former Mayor

**ADJOURNMENT**

Mayor del Rosario adjourned the Special Meeting at 5:35 pm, and invited everyone to the reception that followed.

Respectfully Submitted,



Caitlin Corley  
Administrative Technician III

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**MINUTES  
REGULAR MEETING**

City Council of the Town of Colma  
Colma Community Center, 1520 Hillside Boulevard  
Colma, CA 94014

**Wednesday, January 14, 2014  
7:30 p.m.**

**CALL TO ORDER**

Mayor Joanne F. del Rosario called the Regular Meeting of the City Council to order at 7:36 p.m.

Council Present – Mayor Joanne F. del Rosario, Vice Mayor Diana Colvin, Council Members Helen Fisicaro, Raquel “Rae” Gonzalez and Joseph Silva were all present.

Staff Present – City Manager Sean Rabé, Interim City Attorney Christopher Diaz, Police Chief Kirk Stratton, Recreation Services Director Brian Dossey, Director of Public Works Brad Donohue, City Planner Michael Laughlin, and Administrative Technician III Caitlin Corley were in attendance.

**ADOPTION OF THE AGENDA**

Mayor del Rosario asked if there were any changes to the agenda; none were requested. She asked for a motion to adopt the agenda.

**Action:** Council Member Fisicaro moved to adopt the agenda; the motion was seconded by Council Member Silva and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Joanne del Rosario, Mayor	✓				
Diana Colvin	✓				
Helen Fisicaro	✓				
Raquel “Rae” Gonzalez	✓				
Joseph Silva	✓				
	5	0			

**PRESENTATION**

- Recreation Director Brian Dossey and Evan Boyd of Allied Waste presented the Holiday Decorating Contest Winners with plaques.
- City Manager Sean Rabé introduced new Administrative Technician Darcy De Leon.
- Chief Kirk Stratton introduced and swore in new Sergeant Kevin Nishita and new Commander Sherwin Lum.

There was a short break for a reception from 7:56 p.m. to 8:22 p.m.

**PUBLIC COMMENTS**

Mayor del Rosario opened the public comment period at 8:22 p.m. and seeing no one come forward to speak, she closed the public comment period.

**CONSENT CALENDAR**

1. Motion to Accept the Minutes from the December 9, 2014 Special Meeting.
2. Motion to Accept the Minutes from the December 10, 2014 Regular Meeting.
3. Motion to Approve Report of Checks Paid for December 2014.
4. A Motion to Accept Informational Report on Recreation Department Programs, Activities, Events, and Trips for the Fourth Quarter of 2014.
5. Motion to Adopt a Resolution Approving Staff Changes for the City Manager’s Office.
6. Motion to Adopt a Resolution Approving the First Revised and Restated Joint Exercise of Powers Agreement for the San Mateo County Operational Area Emergency Services Organization.
7. Motion to Adopt an Omnibus Ordinance Adding Colma Municipal Code Section 1.03.105 (City Treasurer) and Amending Sections 1.05.020 (Infractions), 1.06.180 (Negotiated Contracts), 1.06.200 (Professional Services Contracts), Sections 1.06.260 Through 1.06.290 (Contracts For Public Projects), 4.04.130 (Food Vending Vehicles), and 5.03.090 (C Zone) (second reading).

**Action:** Council Member Fiscaro moved to approve the Consent Calendar items #1-7; the motion was seconded by Council Member Gonzalez and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Joanne del Rosario, Mayor	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel “Rae” Gonzalez	✓				
Joseph Silva	✓				
	5	0			

**PUBLIC HEARING**

**8. 203-207B COLLINS AVENUE – ASSISTED LIVING FACILITY**

City Planner Michael Laughlin presented the staff report. Mayor del Rosario opened the public hearing at 8:27 p.m. and seeing no one come forward to speak, she closed the public hearing. Council discussion followed.

**Action:** Council Member Fiscaro moved to Adopt a Resolution Approving an Amended Planned Development (PD) Conditional Use Permit For an Assisted Living Facility at 203-207B Collins Avenue; the motion was seconded by Council Member Silva and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Joanne del Rosario, Mayor	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
	5	0			

9. **2015 HOUSING ELEMENT ADOPTION**

City Manager Michael Laughlin presented the staff report. Mayor del Rosario opened the public hearing at 8:42 p.m. and seeing no one come forward to speak, she closed the public hearing. Council discussion followed.

**Action:** Council Member Fiscaro moved to Adopt a Resolution Adopting an Addendum Pursuant to the Requirements of the California Environmental Quality Act and Adopting the 2015 Housing Element; the motion was seconded by Council Member Silva and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Joanne del Rosario, Mayor	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
	5	0			

10. **BUILDING CODE ORDINANCE**

Interim City Attorney Christopher Diaz presented the staff report. Mayor del Rosario opened the public hearing at 8:47 p.m. and seeing no one come forward to speak, she closed the public hearing. Council discussion followed.

**Action:** Vice Mayor Colvin moved to Adopt an Ordinance Amending Chapter 5, Subchapter 4 of the Town of Colma Municipal Code and other related ordinances, adopting by reference the 2013 Edition of the California Building Standards Code (California Code of Regulations, Title 24), consisting of the 2013 California Building Code, (incorporating and amending the 2012 International Building Code), the 2013 California Residential Code, (incorporating and amending the 2012 International Residential Code), the 2013 California Electrical Code (incorporating the 2011 National Electrical Code), the 2013 California Mechanical Code (incorporating the 2012 Uniform Mechanical Code), the 2013 California Plumbing Code (incorporating the 2012 Uniform Plumbing Code), the 2013 California Fire Code (incorporating the 2012 International Fire Code), the 2013 California Energy Code, the 2013 California Green Building Standards Code, the 2013 California Historical Building Code, the 2013 California

Existing Building Code, the 2013 California Referenced Standards Code, the 1997 Edition of the Uniform Housing Code, and the 1997 edition of the Uniform Code for the Abatement of Dangerous Buildings, together with certain additions, insertions, deletions and changes thereto; the motion was seconded by Council Member Fiscaro and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Joanne del Rosario, Mayor	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
	5	0			

**OLD BUSINESS**

**11. ADULT HOLIDAY PARTY**

Director of Recreation Services Brian Dossey presented the staff report. Mayor del Rosario opened the public comment period at 9:03 p.m. Residents Mary Brodzin, Pat Hatfield and Maureen O'Connor made comments. The Mayor closed the public comment period at 9:12 p.m. Council discussion followed.

**Action:** Council Member Gonzalez moved to give staff direction to move forward with a holiday event in 2015; the motion was seconded by Council Member Fiscaro and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Joanne del Rosario, Mayor	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel "Rae" Gonzalez	✓				
Joseph Silva	✓				
	5	0			

**STUDY SESSION**

**12. SAFETY ELEMENT AND NOISE ELEMENT**

City Planner Michael Laughlin presented the staff report. Mayor del Rosario opened the public comment period at 9:59 p.m. Resident Mary Brodzin made a comment. The Mayor closed the public comment period at 10:01 p.m. Council discussion followed.

*This item was for discussion only; no action was taken at this meeting.*

## COUNCIL CALENDARING

The next Regular City Council Meeting will be on Wednesday, February 11, 2015 at 7:30 p.m. at the Colma Community Center.

## REPORTS

Council Members reported on the events listed below:

Joanne F. del Rosario

Council of Cities Dinner, hosted by Colma, 12/19

Diana Colvin

Council of Cities Dinner, hosted by Colma, 12/19

Helen Fiscaro

Council of Cities Dinner, hosted by Colma, 12/19

Joseph Silva

Council of Cities Dinner, hosted by Colma, 12/19

City Manager Sean Rabé reported on the topics below:

- Welcome to our new Interim City Attorney Christopher Diaz.
- Sergeant Kevin Nishita and Accounting Technician Cassandra Woo both graduated from the Chamber of Commerce Leadership Forum.
- The Town is now active on Twitter and the Recreation Department is on Facebook.
- Reminder: Monday January 19, 2015 is Martin Luther King Day and most Town offices will be closed.

## ADJOURNMENT AND CLOSE IN MEMORY

The meeting was adjourned by Mayor del Rosario at 10:14 p.m. in memory of Former Mayor Ron Maldonado.

Respectfully submitted,



Caitlin Corley  
Administrative Technician III

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## Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41073	1/6/2015	00003	4592	12/29/2014	Fiber Optic Conduit: Installed 1	1,200.00	
		A. S. F. ELECTRIC	4527	12/29/2014	2 60W LED Drivers	210.00	1,410.00
41074	1/6/2015	00004	000006042583	12/13/2014	6509973409097 11/13/14-12/12	92.01	92.01
41075	1/6/2015	00064	4932	12/5/2014	2 Presentation Bouquets for Ou	109.00	109.00
41076	1/6/2015	00117		1/1/2015	DENTAL INSURANCE	12,003.36	12,003.36
41077	1/6/2015	00140		12/21/2014	CREDIT CARD CHARGE	2,389.39	
		FIRST NAT BANK OF NO CA	12/21/14 Ramos	12/21/2014	CREDIT CARD CHARGE	2,321.58	
			12/21/14 Dossey	12/21/2014	CREDIT CARD CHARGE	975.20	
			12/21/14 Stratfor	12/21/2014	CREDIT CARD CHARGE	538.64	
			12/21/14 Rabe	12/21/2014	CREDIT CARD CHARGE	377.67	
			12/21/14 Fisicar	12/21/2014	CREDIT CARD CHARGE	372.94	
			12/21/14 Pfofent	12/21/2014	CREDIT CARD CHARGE	311.00	
			12/21/14 Jordan	12/21/2014	CREDIT CARD CHARGE	42.80	7,329.22
41078	1/6/2015	00181	19989	1/1/2015	LABOR RELATIONS CONSUL	1,242.00	1,242.00
41079	1/6/2015	00222	147509	12/8/2014	2015 City Mgr. Membership Du	900.10	900.10
41080	1/6/2015	00258	Oct - Dec 2014	12/16/2014	RETIREE MEDICAL REIMBUR	564.33	564.33
41081	1/6/2015	00307	0092128195-2	12/19/2014	PG&E	1,858.82	
		PACIFIC GAS & ELECTRIC	9248309814-8	12/19/2014	PG&E	239.34	
			0567147369-1	12/24/2014	0567147369-1 JSB S/O Serran	113.69	2,211.85
41082	1/6/2015	00311	963304	1/3/2015	#2838522 POSTAGE & FOLDII	295.40	295.40
41083	1/6/2015	00432	Jan 2015	12/19/2014	VISION SERVICE PLAN	980.72	980.72
41084	1/6/2015	00433	9619289268	12/15/2014	1 K301 Plug-In CFL, 50W, Dimi	360.80	360.80
41085	1/6/2015	00449	12/24/2014	12/24/2014	Paper Direct, Trader Joe's, Rite	10,221.85	10,221.85
41086	1/6/2015	00599	Oct - Dec 2014	12/31/2014	RETIREE MEDICAL REIMBUR	564.33	564.33
41087	1/6/2015	00617	Oct - Dec 2014	12/16/2014	RETIREE MEDICAL REIMBUR	564.33	564.33
41088	1/6/2015	00685	Dec 5 & 9, 2014	12/31/2014	Dec 5 & 9, 2014 Mileage, Toll, H	75.69	75.69
41089	1/6/2015	00830	STAPLES BUSINESS ADVANT	12/27/2014	Deskpads, 4 36x48 Chairmat, Ai	251.52	
			8032511447	12/13/2014	24x12x1.75 White Corr Trays	62.12	313.64
41090	1/6/2015	01030	1402493	12/20/2014	MONTHLY SERVICE CONTRA	5,380.00	
		STEPFORD, INC.	1402501	12/22/2014	4 HP-SFP (mini-GBIC) transcei	1,889.79	7,269.79
41091	1/6/2015	01037	Jan 2015	12/26/2014	COMCAST CABLE TV	22,442.32	22,442.32
41092	1/6/2015	01330	00387	12/30/2014	PAYROLL SERVICES	1,968.00	1,968.00
41093	1/6/2015	01367	Dec 2014	1/5/2015	DANCE CLASSES	715.00	715.00
41094	1/6/2015	01541	Feb 5-6, 2015 HI	1/5/2015	Feb 5-6, 2015 HR Managers Gi	150.00	150.00

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41095	1/6/2015	01552	FORTE PRESS CORPORATIOI52265	12/23/2014	250 Business Cards - Vice May	144.44	144.44
41096	1/6/2015	02082	VINCE'S OFFICE SUPPLY, INCDec 2014 #2109	12/31/2014	OFFICE SUPPLIES	319.27	319.27
41097	1/6/2015	02102	LISTON, IRENE 100456	12/29/2014	12/29/14 Deposit Refund 12/28,	150.00	150.00
41098	1/6/2015	02182	DALY CITY KUMON CENTER Dec 2014	1/5/2015	TUTORING	4,125.00	4,125.00
41099	1/6/2015	02303	MALDONADO, VICTOR 100455	12/29/2014	12/29/14 Deposit Refund 12/27,	275.00	275.00
41100	1/6/2015	02499	GE CAPITAL INFORMATION TF93836518	12/23/2014	COPY MACHINE RENTAL	866.56	866.56
41101	1/6/2015	02697	VIGIL, SELINA 2000001.003	12/30/2014	12/30/14 Deposit Refund	300.00	300.00
41102	1/6/2015	02701	FRANCISCO, MARK 12/5/14 Mileage	12/30/2014	12/5/14 Mileage & Meal Force C	36.30	36.30
41103	1/6/2015	02714	MARCHETTI, DAWN Dec 2-5 Meal & f	12/31/2014	Dec 2-5, 2014 Mileage & Meals	133.35	133.35
41104	1/6/2015	02739	ZEBOHEAD AUTOMOTIVE INC000002618	12/31/2014	08 Ford Crown Vic #2 Oil Servic	200.72	
			000002619	12/31/2014	1 Ford Crown Vic #6 Battery RE	174.84	375.56
41105	1/6/2015	02742	WOO, CASSANDRA 12/31/14 Mileage	1/5/2015	12/31/14 Mileage Reimburseme	2.24	2.24
41106	1/6/2015	02797	XTELESIS CORPORATION D7742	11/30/2014	1 ea: Voice Switch SG-90, SBE	57,635.37	57,635.37
b total for FIRST NATIONAL BANK OF DALY CITY:							136,146.83



34 checks in this report.

Grand Total All Checks: 136,146.83

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41107	1/9/2015	00068	01092015 B	1/9/2015	COLMA PEACE OFFICERS: P/	729.52	729.52
41108	1/9/2015	00631	01092015 B	1/9/2015	PERS - BUYBACK: PAYMENT	38,017.90	
			01092015 B	1/9/2015	PERS MISC NON-TAX: PAYME	13,931.31	
			01092015 M	1/9/2015	PERS MISC NON-TAX: PAYME	949.17	52,898.38
41109	1/9/2015	01340	01092015 B	1/9/2015	FLEX-PLAN SERVICES, INC	538.86	
41110	1/9/2015	01360	01092015 B	1/9/2015	VANTAGE TRANSFER AGENT:01092015 B	4,355.91	538.86
			01092015 M	1/9/2015	ICMA CONTRIBUTION: PAYME	650.00	5,005.91
41111	1/9/2015	01375	01092015 B	1/9/2015	NATIONWIDE RETIREMENT S01092015 B	5,800.00	
			01092015 M	1/9/2015	NATIONWIDE: PAYMENT	650.00	6,450.00
41112	1/9/2015	02377	01092015 B	1/9/2015	CALIFORNIA STATE DISBURSI01092015 B	553.84	553.84
93148	1/9/2015	00521	01092015 M	1/9/2015	UNITED STATES TREASURY	922.70	922.70
93149	1/9/2015	00130	01092015 M	1/9/2015	EMPLOYMENT DEVELOPMEN01092015 M	10.72	10.72
93153	1/9/2015	00130	01092015 B	1/9/2015	EMPLOYMENT DEVELOPMEN01092015 B	7,432.66	7,432.66
93154	1/9/2015	00521	01092015 B	1/9/2015	UNITED STATES TREASURY	41,975.92	41,975.92

b total for FIRST NATIONAL BANK OF DALY CITY: 116,518.51

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10 checks in this report.

Grand Total All Checks: 116,518.51

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41113	1/12/2015	00004	AT&T	12/20/2014	2312714310437 11/20/14-12/15	232.56	232.56
41114	1/12/2015	00013	ANDY'S WHEELS & TIRES	12/31/2014	TIRE SERVICE	36.18	36.18
41115	1/12/2015	00038	BROADMOOR LUMBER & PLY	12/31/2014	60 Bags White Fill Sand	245.25	245.25
41116	1/12/2015	00051	CALIFORNIA WATER SERVICE	12/30/2014	WATER BILL	2,246.66	2,246.66
41117	1/12/2015	00111	DEPARTMENT OF CONSERVA	1/6/2015	SMIP FEES	2.60	2.60
41118	1/12/2015	00188	IRVINE & JACHENS INC	1/6/2015	K. Nishita and S. Lum New Top	87.20	87.20
41119	1/12/2015	00254	METRO MOBILE COMMUNICA	1/1/2015	Jan 2015 Maintenance Contrac	602.00	602.00
41120	1/12/2015	00334	S.B.R.P.S.T.C.	Jan 26-Feb 6, 2015	Jan 26-Feb 6, 2015 Supervison	250.00	250.00
41121	1/12/2015	00364	SMC SHERIFF'S OFFICE	12/31/2014	LAB FEES	321.67	321.67
41122	1/12/2015	00500	SMC CONTROLLERS OFFICE	1/6/2015	Dec 2014 Allocation of Parking	1,006.50	1,006.50
41123	1/12/2015	00955	DIVISION OF THE STATE	1/12/2015	Oct - Dec 2014 Disability Acces	1.20	1.20
41124	1/12/2015	01037	COMCAST CABLE	12/20/2014	INTERNET 1520 HILLSIDE BL	280.45	280.45
41125	1/12/2015	01184	PENINSULA UNIFORMS & EQ	12/27/2014	INTERNET 1198 & 1199 EL CA	235.70	235.70
41126	1/12/2015	01308	EEL RIVER FUELS, INC,	1/12/2015	INTERNET 427 F ST.	230.45	230.45
41127	1/12/2015	01340	FLEX-PLAN SERVICES, INC	12/31/2014	UNIFORMS	1,059.21	1,059.21
41128	1/12/2015	01370	VERIZON WIRELESS SERVICE	12/31/2014	PW GAS PURCHASES	197.76	197.76
41129	1/12/2015	01442	INTERSTATE GRADING & PAV	12/15/2014	SECTION 125 PARTICIPANT F	50.00	50.00
41130	1/12/2015	01511	GONZALEZ, ALEJANDRA	1/6/2015	CELL PHONE SERVICE	1,106.39	1,106.39
41131	1/12/2015	01513	CARON, ANITA	1/5/2015	Pmt #5 Work Through 12/31/14	91,385.45	91,385.45
41132	1/12/2015	02037	CALIFORNIA BUILDING INSPE	1/5/2015	01/05/15 Deposit Refund 1/3/15	300.00	300.00
41133	1/12/2015	02082	VINCE'S OFFICE SUPPLY, INC	1/5/2015	01/05/15 Deposit Refund 1/4/15	50.00	50.00
41134	1/12/2015	02216	RAMOS OIL CO. INC.	1/5/2015	01/05/15 Deposit Refund 1/3/15	50.00	50.00
41135	1/12/2015	02244	CALIFORNIA BUILDING STAN	1/7/2015	MEMBERSHIP & DUES	25.00	25.00
41136	1/12/2015	02258	KIM, SEUNG NAM	12/31/2014	OFFICE SUPPLIES	518.95	518.95
41137	1/12/2015	02287	RIVERA, ROSALIE	12/10/2014	GASOLINE PURCHASES	1,029.45	1,029.45
41138	1/12/2015	02407	PARKER, MARILYN	12/20/2014	GASOLINE PURCHASES	25.98	25.98
41139	1/12/2015	02499	GE CAPITAL INFORMATION T	1/6/2015	July - Sept 2014 BSASRF Fees	16.00	16.00
41140	1/12/2015	02510	REGIONAL GOVERNMENT SE	1/6/2015	Oct - Dec 2014 BSASRF Fees	13.00	13.00
41141	1/12/2015	02681	PONCE, EVA	1/4/2015	GOLF LESSONS	375.00	375.00
				1/5/2015	01/05/15 Deposit Refund 1/4/15	300.00	300.00
				1/5/2015	01/05/15 Withdrawal Refund Be	33.00	33.00
				12/26/2014	COPY MACHINE RENTAL	1,133.50	1,133.50
				12/31/2014	CONTRACT C. FRANCIS	3,250.00	3,250.00
				1/5/2015	01/05/15 Event Cancelled Refu	200.00	200.00

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41142	1/12/2015	02712	EPS, INC., DBA EXPRESS PLU014789P	12/31/2014	Direct Bore for Fiber Optics anc	30,500.00	30,500.00
41143	1/12/2015	02716	COM-STRAT, LLC DBA 275	12/31/2014	Dec 2014 Misc. Emails, Telecor	3,168.75	3,168.75
41144	1/12/2015	02730	THE RATCLIFF ARCHITECTS 7365	12/24/2014	COLMA TOWN HALL RENOVA	5,323.62	5,323.62

b total for FIRST NATIONAL BANK OF DALY CITY: 145,889.48

32 checks in this report.

Grand Total All Checks:

145,889.48

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41145	1/20/2015	00002	01/01/2015	1/1/2015	PHONE BILLS	121.44	121.44
41146	1/20/2015	00004	000006095698	1/1/2015	4 Voice Mail Ports Dec 2014	799.52	799.52
41147	1/20/2015	00020	Dec 2014	12/31/2014	SUPPLIES	108.50	
			Dec 2014	12/31/2014	SUPPLIES	27.00	135.50
41148	1/20/2015	00050	March 10-11, 20	1/14/2015	March 10, 2015 Leadership Ch	557.00	557.00
41149	1/20/2015	00051	SERVICE3997460385	1/6/2015	3997460385 Hillside Blvd & F S	379.10	379.10
41150	1/20/2015	00057	Dec 2014	1/13/2015	CLEANING SERVICE	751.34	751.34
41151	1/20/2015	00057	84101875719	1/2/2015	PW: Tyvek Coveralls w/Hood X	382.00	
			8401862305	12/26/2014	FIRST AID SUPPLIES	109.73	
			8401862290	12/26/2014	PW First Aid Supplies	59.38	
41152	1/20/2015	00058	741	12/29/2014	2015 Renewal Application C. C	40.00	40.00
41153	1/20/2015	00071	Nov 29-Dec 26, :	1/13/2015	CSG	112,289.27	112,289.27
41154	1/20/2015	00093	CITY OF SOUTH SAN FRANCIS	1/12/2015	DISPATCH SERVICES	8,626.09	8,626.09
41155	1/20/2015	00112	DEPARTMENT OF JUSTICE 074964	1/6/2014	FINGERPRINT APPLICATIONS	1,676.00	1,676.00
41156	1/20/2015	00114	HILLMAN, DOROTHY 2000006.003	1/13/2015	01/13/15 Withdrawal Tai Chi Ch	15.00	15.00
41157	1/20/2015	00174	HOME DEPOT CREDIT SERVI(12/30/2014	12/30/2014	PW Purchases	911.04	911.04
41158	1/20/2015	00192	INTELLIGENT PRODUCTS INC188249A	1/8/2015	12 Mutt Mitt Hangable Header,	903.81	903.81
41159	1/20/2015	00236	LAURETTA PRINTING COMPA26721	12/23/2014	200 Gold Foil Printing on Folder	391.50	391.50
41160	1/20/2015	00307	PACIFIC GAS & ELECTRIC 01/04/2015	1/4/2015	PG&E	4,920.30	4,920.30
41161	1/20/2015	00388	SONITROL 1261550-IN	1/1/2015	427 F ST. MONTHLY MONITO	109.00	109.00
41162	1/20/2015	00412	TELECOMMUNICATIONS ENG43469	1/10/2015	Facilities Mgmt & Maintenance	1,328.00	1,328.00
41163	1/20/2015	00623	AUS WEST LOCKBOX Dec 2014	12/31/2014	UNIFORM SERVICE	355.84	355.84
41164	1/20/2015	01037	COMCAST CABLE 01/11-02/10 601	1/7/2015	INTERNET 601 F ST.	103.95	103.95
41165	1/20/2015	01039	CONTRA COSTA COUNTY SHIMay 4-8, 2015	1/15/2015	May 4-8, 2015 Traffic Collision	278.00	278.00
41166	1/20/2015	01344	PROJECT READ Oct - Dec 2014	1/12/2015	Oct - Dec 2014 Project Read LV	2,875.00	2,875.00
41167	1/20/2015	01399	WESTLAKE TOUCHLESS CARDec 2014	1/1/2015	PD CAR WASH	8.95	8.95
41168	1/20/2015	01414	VERANO HOMEOWNERS ASS2	2/1/2015	VERANO OWNERS ASSOCIAT	295.00	295.00
41169	1/20/2015	01557	CITY OF FOSTER CITY 8879	1/12/2015	CALOPPS One Job Posting Po	250.00	250.00
41170	1/20/2015	01685	STADTLER LANDSCAPING 4543	1/6/2015	PLANT MAINTENANCE	240.00	
			4542	1/6/2015	PLANT MAINTENANCE	120.00	360.00
41171	1/20/2015	01863	RODGRIGUEZ, RYAN Work Boots Reir	1/12/2015	01/11/15 Work Boots Reimburs	130.00	130.00
41172	1/20/2015	01886	DE LA ROSA, ALMA 100473	1/12/2015	01/12/15 Deposit Refund 1/10/1	50.00	50.00
41173	1/20/2015	02011	FBI - LEEDA 2015 Dues Strati	1/14/2015	2015 CA Chapter FBINAA Natic	100.00	100.00
41174	1/20/2015	02042	CINTAS CORPORATION # 2 OF44606211	1/7/2015	Kitchen Inspection	287.42	287.42

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41175	1/20/2015	02078	CINTAS CORPORATION NO. 2 DG38295839	12/31/2014	DOCUMENT DESTRUCTION	97.88	
			DG38295840	12/31/2014	DOCUMENT DESTRUCTION	48.58	
41176	1/20/2015	02144	DOMINICA. DE LUCCA DBA D1387	1/8/2015	TAE KWON DO	1,800.00	146.46
41177	1/20/2015	02216	RAMOS OIL CO. INC. 3384	12/31/2014	GASOLINE PURCHASES	1,051.98	1,800.00
41178	1/20/2015	02274	FRANK AND GROSSMAN LANI148799	1/5/2015	LANDSCAPE MAINTENANCE	10,063.00	1,051.98
41179	1/20/2015	02293	MALIMBAN, OFELIA 100472	1/12/2015	01/12/15 Deposit Refund 1/11/1	300.00	10,063.00
41180	1/20/2015	02499	GE CAPITAL INFORMATION T193913831	1/5/2015	COPY MACHINE RENTAL	1,536.90	300.00
41181	1/20/2015	02510	REGIONAL GOVERNMENT SEWinter 2015 Aca	1/20/2015	Winter 2015 Academy for Man	750.00	1,536.90
41182	1/20/2015	02520	BEGGS, ERLINDA 100475	1/12/2015	01/12/15 Deposit Refund 1/10/1	300.00	750.00
41183	1/20/2015	02583	CRIME SCENE CLEANERS, IN 60514	1/14/2015	Remove & Dispose All Contami	150.00	300.00
41184	1/20/2015	02612	WBE NETWORK SYSTEMS, IN 164425	1/9/2015	Repair PD Front Lobby Door Ur	1,300.06	150.00
41185	1/20/2015	02739	ZEBOHEAD AUTOMOTIVE INC000002633	1/9/2015	11 Ford Crown Vic #6 Front Bra	505.92	1,300.06
41186	1/20/2015	02743	UTILITY TELEPHONE, INC Jan 2015	1/1/2015	INTERNET ACCESS #128070	664.75	505.92
41187	1/20/2015	02787	AECO SYSTEMS, INC. 49264	1/7/2015	12/12/14 Meeting w/Fire Marshr	251.80	664.75
41188	1/20/2015	02798	GODINEZ, GABRIELA 100474	1/12/2015	01/12/15 Deposit Refund 1/11/1	50.00	251.80

b total for FIRST NATIONAL BANK OF DALY CITY: 158,470.05



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44 checks in this report.

Grand Total All Checks: 158,470.05

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41189	1/23/2015	00047	01232015 B	1/23/2015	CLEA: PAYMENT	416.50	416.50
41190	1/23/2015	00068	01232015 B	1/23/2015	COLMA PEACE OFFICERS: P/	690.83	690.83
41191	1/23/2015	00631	01232015 B	1/23/2015	PERS - BUYBACK: PAYMENT	36,263.36	
41192	1/23/2015	01340	01232015 B	1/23/2015	PERS MISC NON-TAX: PAYME	13,815.59	50,078.95
41193	1/23/2015	01360	01232015 B	1/23/2015	FLEX 125 PLAN: PAYMENT	538.86	538.86
41194	1/23/2015	01375	01232015 B	1/23/2015	ICMA CONTRIBUTION: PAYME	4,355.91	4,355.91
41195	1/23/2015	02224	01232015 B	1/23/2015	NATIONWIDE: PAYMENT	5,800.00	5,800.00
41196	1/23/2015	02377	01232015 B	1/23/2015	LIFE INSURANCE: PAYMENT	361.70	361.70
93157	1/23/2015	00130	01232015 B	1/23/2015	WAGE GARNISHMENT: PAYM	553.84	553.84
93158	1/23/2015	00521	01232015 B	1/23/2015	CALIFORNIA STATE TAX: PAY	8,088.19	8,088.19
				1/23/2015	FEDERAL TAX: PAYMENT	44,557.68	44,557.68

total for FIRST NATIONAL BANK OF DALY CITY: 115,442.46

Bank : first FIRST NATIONAL BANK OF DALY

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41197	1/26/2015	00003	A. S. F. ELECTRIC	1/14/2015	D St. Stairs Material Purchase	21.80	21.80
41198	1/26/2015	00041	INTAL, BERNADETTE	1/20/2015	01/20/15 Deposit Refund 01/18,	300.00	300.00
41199	1/26/2015	00044	BROADMOOR TOW	12/31/2014	Dec 2014 Tow & Tire Change	120.00	120.00
41200	1/26/2015	00051	CALIFORNIA WATER SERVICE	1/14/2015	1727052702 JSB across from F	68.97	68.97
41201	1/26/2015	00110	DEPARTMENT OF TRANSPORTS	1/13/2015	SIGNALS & LIGHTING	807.59	807.59
41202	1/26/2015	00117	DELTA DENTAL OF CALIFORNIA	2/1/2015	DENTAL INSURANCE	12,290.06	12,290.06
41203	1/26/2015	00185	INTERNATIONAL ASSOCIATION	1/14/2015	IACP Membership Renewal #18	150.00	150.00
41204	1/26/2015	00214	KSM PRINTING	1/14/2015	1500 #10 Regular Safety Enveli	173.42	173.42
41205	1/26/2015	00282	CALIFORNIA PUBLIC EMPLOY	1/14/2015	MEDICAL INSURANCE	97,619.79	97,619.79
41206	1/26/2015	00307	PACIFIC GAS & ELECTRIC	1/14/2015	0678090639-9 S/E Corner Hillsi	41.89	41.89
41207	1/26/2015	00357	SIERRA DISPLAY, INC.	1/14/2015	9593452526-2 1500 Hillside Blv	26.51	68.40
41208	1/26/2015	00411	TURBO DATA SYSTEMS	1/15/2015	Materials Used During Installati	545.70	545.70
41209	1/26/2015	00414	TERMINEX INTERNATIONAL	12/31/2014	CITATION PROCESSING	410.94	410.94
41210	1/26/2015	00534	SMC INFORMATION SERVICE	1/15/2015	PEST CONTROL	401.00	401.00
41211	1/26/2015	00609	COUNTY OF SAN MATEO	1/13/2015	MICRO CHANNEL & LINES	1,322.25	1,322.25
41212	1/26/2015	00830	STAPLES BUSINESS ADVANT	1/23/2015	01/30/15 Council of Cities Meet	45.00	45.00
41213	1/26/2015	01030	STEPFORD, INC.	1/3/2015	4 x 6 Guide Cards A-Z, 100 Pk	356.01	356.01
41214	1/26/2015	01036	MANAGED HEALTH NETWORK	1/10/2015	Green Line Self Inking Stamps	58.83	414.84
41215	1/26/2015	01151	MARTINEZ, ALICIA	1/8/2015	Dark Fiber Termination Phone l	4,403.00	5,868.00
41216	1/26/2015	01280	AIRGAS-NCN	1/9/2015	City Hall Sonicwall Renewal for	1,465.00	118.00
41217	1/26/2015	01308	EEL RIVER FUELS, INC.	1/17/2015	EMPLOYEE ASSISTANCE PRG	118.00	300.00
41218	1/26/2015	01552	FORTE PRESS CORPORATIO	1/20/2015	01/20/15 Deposit Refund	300.00	300.00
41219	1/26/2015	01569	DARLING INTERNATIONAL	1/13/2015	6 each: Lg & 2X Safety Traffic \	208.36	208.36
41220	1/26/2015	01601	DELA CRUZ, MARIA THERESA	1/15/2015	PW GAS PURCHASES	238.60	238.60
41221	1/26/2015	01687	UNITED SITE SERVICES OF	1/13/2015	Business Cards-Commander S	201.12	201.12
41222	1/26/2015	01723	THE ACTIVE NETWORK, INC.	1/6/2015	TRAP SERVICE CHARGE	79.71	79.71
41223	1/26/2015	01745	WILLIAM D. WHITE CO., INC.	1/20/2015	01/20/15 Deposit Refund 01/17,	300.00	300.00
41224	1/26/2015	01972	LORAL LANDSCAPING, INC	1/4/2015	STANDARD AND REGULAR SI	118.98	118.98
41225	1/26/2015	02150	COLOMBO, EMIL L. AND DORI	12/31/2014	DR ACTIVE NET 50% Total Ser	5,379.00	5,379.00
				12/31/2014	ACTIVE Net-Standard IPAD w/f	316.28	5,695.28
				1/13/2015	Repaired Loose Connection on	343.75	343.75
				1/16/2015	12/30/14 Emergency Tree Work	2,482.00	2,482.00
				1/16/2015	12/30/14 Emergency Tree Work	468.00	2,950.00
				1/22/2015	01/22/15 Inner Perspectives Lui	399.00	399.00

Bank : first FIRST NATIONAL BANK OF DALY (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
41226	1/26/2015	02224	STANDARD INSURANCE COMFeb 2015	1/15/2015	LIFE INSURANCE	220.00	220.00
41227	1/26/2015	02251	RECORD XPRESS OF CA, LLC0864822	12/31/2014	STORAGE, WORKORDERS, N	161.50	161.50
41228	1/26/2015	02623	BLOEBAUM, CYNTHIA Jan 21, 2015 Co	1/22/2015	COOKING CLASSES	800.00	800.00
41229	1/26/2015	02630	CITY OF LOS ANGELES	1/7/2015	09/08/14-12/11/14 LAPD Leade	900.00	900.00
41230	1/26/2015	02799	ASTOUND BROADBAND	12/27/2014	12/23/14-01/31/15 Internet	520.00	520.00
41231	1/26/2015	02800	AUGUSTINE, ANTHONY	1/20/2015	01/20/15 Deposit Refund 1/17/1	50.00	50.00

b total for FIRST NATIONAL BANK OF DALY CITY: 134,232.06

35 checks in this report.

Grand Total All Checks: 134,232.06

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# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Christopher J Diaz, Interim City Attorney  
 VIA: Sean Rabé, City Manager  
 MEETING DATE: February 11, 2015  
 SUBJECT: Conflict of Interest Code Amendment

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## RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION ADOPTING AN AMENDED CONFLICT OF INTEREST CODE  
 PURSUANT TO THE POLITICAL REFORM ACT

## EXECUTIVE SUMMARY

The proposed amended Code continues the Town's practice of formally adopting Title 2 California Code of Regulations section 18730 (2 CCR § 18730) as the provisions of the Code (the FPPC Standard) and includes an Appendix of designated positions. The Appendix of the Code designates one new position subject to the disclosure and disqualification requirements of the Code.

## FISCAL IMPACT

Adoption and implementation of this amended Conflict of Interest Code will not have a material impact on the Town's finances.

## BACKGROUND

On January 14, 2015, the City Council approved staffing changes to the City Manager's office to create a new Special Project Management Analyst position. This position will be involved in the making, or will be participating in the making, of governmental decisions and it is prudent for the Town to amend its Conflict of Interest Code to designate this position.

## ANALYSIS

The Political Reform Act (Government Code section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes every even numbered year. The Political Reform Act also requires that a Code be amended whenever a new position is created, and based on the job description, the employee will be involved in the making, or will be participating in the making, of governmental decisions.

The City Council recently approved staffing changes to the City Manager's office to create a Special Project Management Analyst position. The job description for this position indicates that this employee will be participating in Town-wide policy development, evaluating situations and making recommendations to potential decision makers, and generally working to develop new policies and procedures. On this basis, it has been determined that this employee will be involved in the making, or will be participating in the making, of governmental decisions such that designating this position is recommended under the terms of the Political Reform Act.

This position has been designated a disclosure category of 1 and 2. Category 1 requires disclosure of all investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the Town. Category 2 requires disclosure of all interests in real property located in the Town or within 2 miles outside of the Town. These disclosure categories are appropriate for the type of work contemplated by this position.

The amended Conflict of Interest Code was provided to the employee and notice was posted in advance of this meeting consistent with the requirements of the Political Reform Act.

### **Values**

Adopting an amended Conflict Of Interest Code is a *responsible* decision because it ensures that all Town employees are properly reporting all financial interests consistent with the requirements of the Political Reform Act.

### **Sustainability Impact**

Adoption and implementation of an amended Conflict of Interest Code will have no impact, positive or negative, on the Town's sustainability.

### **Alternatives**

The City Council could chose not to designate this new position or to alter the disclosure categories for this new position. Not designating the position may cause the Town to be out of compliance with the Political Reform Act.

### **CONCLUSION**

Staff recommends the City Council adopt the resolution.

### **ATTACHMENTS**

- A. Resolution
- B. Amended Conflict of Interest Code



**RESOLUTION NO. 2015-##  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION ADOPTING AN AMENDED CONFLICT OF INTEREST CODE  
PURSUANT TO THE POLITICAL REFORM ACT**

The City Council of the Town of Colma does hereby resolve as follows:

**1. Background**

- (a) The State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), that requires all public agencies to adopt and promulgate a local conflict of interest code; and
- (b) The City Council adopted a Conflict of interest Code (the "Code") which was amended on November 14, 2012, in compliance with the Act; and
- (c) Subsequent changed circumstances have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Town's Code; and
- (d) Notice of the time and place of this meeting, and of consideration by the City Council, of the proposed amended Conflict of Interest Code was provided to the affected designated employee and publicly posted for review; and
- (e) A public meeting regarding this proposed amended Conflict of Interest Code was held at a regular meeting of the City Council on February 11, 2015, at which time all present were given an opportunity to be heard on the proposed amended Code.

**2. Findings**

- (a) The City Council hereby finds that the amended Conflict of Interest Code was prepared in compliance with the Political Reform Act and that all legal preconditions to the adoption of this Code have been satisfied in compliance with state law.

**3. Order**

- (a) The City Council hereby approves and adopts the amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the City Clerk, and available to the public for inspection and copying during regular business hours.

### Certification of Adoption

I certify that the foregoing Resolution No. 2015-## was duly adopted at a regular meeting of said City Council held on February 11, 2015 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
Diana Colvin					
Helen Fiscaro					
Raquel Gonzalez					
Joseph Silva					
Voting Tally					

Dated \_\_\_\_\_

\_\_\_\_\_  
Joanne del Rosario, Mayor

Attest: \_\_\_\_\_  
Sean Rabé, City Clerk

LAW OFFICES OF  
BEST BEST & KRIEGER LLP

**CONFLICT OF INTEREST CODE  
OF THE  
TOWN OF COLMA**

# CONFLICT OF INTEREST CODE OF THE TOWN OF COLMA

(Amended ~~November 14, 2012~~ February 11, 2015)

The Political Reform Act (Gov. Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 (<http://www.fppc.ca.gov/index.php?id=496>) and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Town of Colma (the "Town")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the Town's Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

**APPENDIX  
CONFLICT OF INTEREST CODE  
OF THE  
TOWN OF COLMA**

(Amended ~~November 14, 2012~~ February 11, 2015)

**EXHIBIT "A"**

The Mayor, Members of the City Council, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to the City's Code but must file disclosure statements under Government Code section 87200 et seq.). [Regs. § 18730(b)(3)]

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

It has been determined that the positions listed below are officials who manage public investments.<sup>1</sup> These positions are listed here for informational purposes only.

Investment Consultant

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<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

**DESIGNATED POSITIONS**

**GOVERNED BY THE CONFLICT OF INTEREST CODE**

**DESIGNATED POSITIONS'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

Administrative Technician III	5
Assistant City Engineer	2, 3, 5, 6
Assistant City Manager	1, 2
Building Inspector	6
Building Official	2, 6
Chief of Police	5, 6
City Attorney (not filing under GC 87200)	1, 2
City Clerk	5
City Engineer	1, 2
City Planner	1, 2
Communications/Dispatch Supervisor	5
Deputy City Clerk	5
Deputy City Planner	2, 3, 5, 6
Deputy Public Works Director	1, 2
Director, Recreation Services	3, 5
Director, Public Works and Planning	1,2
Human Resources Manager	5
Labor Negotiator	5
Maintenance Technician III	5

**DESIGNATED POSITIONS'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

Police Commander	5
Police Sergeant	5
Principal Planner	2, 3, 5, 6
Public Works Supervisor	5
Recreation Coordinator	5
Senior Planner	2, 3, 5, 6
<u>Special Project Management Analyst</u>	<u>1, 2</u>

Consultants and New Positions<sup>2</sup>

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<sup>2</sup> Individuals serving as a consultant as defined in FPPC Reg 18701 or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.).

## EXHIBIT “B”

### DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.<sup>3</sup>

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated position’s department, unit or division.

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<sup>3</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brad Donohue, Director of Public Works  
 Kirk Stratton, Police Chief  
 VIA: Sean Rabé, City Manager  
 MEETING DATE: February 11, 2015  
 SUBJECT: Parking Code Amendment for Hillside Boulevard

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## STAFF RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION AMENDING SECTION 3.6 OF THE COLMA PARKING CODE RELATING TO THE STOPPING, STANDING OR PARKING OF VEHICLES ON HILLSIDE BOULEVARD BETWEEN HOFFMAN STREET AND SERRAMONTE BOULEVARD

## EXECUTIVE SUMMARY

The proposed resolution amends the Town's Parking Code by establishing new "No Parking", "Limited Time Parking" and "No Parking for limited time zones" on the renovated portion of Hillside Boulevard between Hoffman Street and Serramonte Boulevard.

## FISCAL IMPACT

Cost associated with installing parking zone signage is estimated at \$1,200, to be paid for through the Public Works operations budget.

## BACKGROUND

At the March 2013 Capital Improvement Program Study Session, the City Council articulated its concerns to staff regarding the lack of facility parking for those who attend functions at the Colma Community Center and the Colma Historical Museum. Staff returned to the City Council in August of 2013 to approve the conceptual design for Phase I of the Hillside Boulevard Beautification Project. The portion of Hillside Boulevard that is designated as Phase I starts at Hoffman Street and ends approximately 300 feet south of Serramonte Boulevard. The improvement project had several objectives;

1. Rehabilitate the existing roadway;
2. Install pedestrian and bicycle safety enhancements;
3. Install landscaping features while increasing on street parking.

The Phase I plan was presented and approved by the City Council, and staff proceeded to finalize the construction and bid documents. In June of 2014 the project was awarded and in January of 2015 the Hillside Boulevard Beautification project was substantially complete.

Because the project is classified as substantially complete, and the general public has full use of the roadway, staff is now seeking to amend the Town's parking code to add "No Parking", "Limited Time Parking" and "No Parking for limited time zones" on the renovated portion of Hillside Boulevard between Hoffman Street and Serramonte Boulevard.

## **ANALYSIS**

Listed below are the parking zones that are recommended for the Phase I portion of the Hillside Beautification Project:

### Proposed "No Parking Zone"

The proposed "No Parking" (red zones) are situated along both the east and west sides of Hillside Boulevard from Hoffman Street to Serramonte Boulevard. The recommended red zones were placed in areas where vehicular parking would compromise the safety of vehicles or bicyclists exiting driveways, or at intersections where the line of sight is impaired by parked vehicles. Red zones have also been placed where there is not enough room to accommodate travel lanes, turn pocket lanes, and bike paths.

A description of the proposed "No Parking Zones" is listed in the attached proposed Resolution (Exhibit A) and shown on a map of Hillside Boulevard that highlights the various red zones (Exhibit B).

### Proposed "Limited Time Parking"

One of the primary objectives of this project was to create as much on street parking as possible. Design engineers were able to create 81 parking spaces between Hoffman Street to Serramonte Boulevard, which is a net gain of 51 parking spaces.

Staff is recommending that 83 of the 84 on-street parking spaces be zoned for 4-hour parking 24 hours a day, seven days a week, including holidays. One parking stall located at 1450 Hillside Boulevard, (Olivet Flower Shop) has been dedicated as a 30-minute zone for customer parking.

A description of the proposed "Limited Time Parking, 4-Hour zones" and the 30-minute zone is listed in the attached proposed Resolution (Exhibit A) and shown on a map of Hillside Boulevard that highlights the various limited parking zones (Exhibit B).

### Proposed "No Parking, Limited Hours"

The Town's Public Works maintenance crew mechanically sweeps the west and east sides of Hillside Boulevard from Serramonte Boulevard to Sand Hill Road Tuesdays and Wednesdays, respectively, between the hours of 6 and 8 AM. Sweeping takes place early in the morning as

not to affect commercial or cemetery activities that usually take place later in the day. Parking is prohibited during these times.

Staff is now recommending the same no parking restrictions be extended to Hoffman Street. The days and hours that the Public Works crew would sweep would remain the same, every Tuesday and Wednesday from 6 to 8 AM, excluding holidays.

## **COUNCIL ADOPTED VALUES**

The City Council was **Visionary** in approving the Hillside Beautification Phase I Project and increasing on street parking for the various events that take place at the Colma Community Center campus. Establishing no parking and limited time parking on the Phase I portion of Hillside Boulevard is being **Responsible** to the community that requested the Town provide adequate parking for community and social events at the Colma Community Center.

## **ALTERNATIVES**

The City Council could modify the parking zones and change the recommended parking time durations along with the days of the week that the parking restrictions will be enforced.

## **CONCLUSION**

Staff recommends that City Council adopt a resolution amending the Colma Parking Code as modified in the attached Resolution (Exhibit A).

## **ATTACHMENTS**

- A. Resolution
- B. Map of the "No Parking Zones," Limited Time Parking Zones", "No Parking, Limited Hours"

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**RESOLUTION NO. 2015-##  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION AMENDING THE COLMA PARKING CODE RELATING TO THE STOPPING,  
STANDING OR PARKING OF VEHICLES ON HILLSIDE BOULEVARD BETWEEN  
HOFFMAN STREET AND SERRAMONTE BOULEVARD**

The City Council of the Town of Colma does hereby resolve as follows:

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**ARTICLE 1. AMENDING SECTION 3.6 OF THE COLMA PARKING CODE**

Section 3.6 of the Colma Parking Code is amended to state as follows:

**3.6 No-parking, anytime zones on Hillside Boulevard, easterly side**

~~3.6.1 A no parking, anytime zone on the easterly side of Hillside Boulevard from the prolongation of Hoffman Street to the prolongation of Serramonte Boulevard; and~~

3.6.21 A no-parking, anytime zone on the easterly side of Hillside Boulevard beginning at HBE-1 (near 1901 Hillside Boulevard) and extending southerly 679 feet, excluding driveways; and

3.6.32 A no-parking, anytime zone on the easterly side of Hillside Boulevard beginning at a point 743 feet south of HBE-1 (near Serbian Cemetery at 1801 Hillside Boulevard) and extending southerly 77 feet, excluding driveways; and

3.6.43 A no-parking, anytime zone on the easterly side of Hillside Boulevard beginning at a point 877 feet south of HBE-1 (near Serbian Cemetery at 1801 Hillside Boulevard) and extending southerly 90 feet, excluding driveways; and

3.6.54 A no-parking, anytime zone on the easterly side of Hillside Boulevard beginning at a point 1031 feet south of HBE-1 (near Serbian Cemetery at 1901 and 1905 Hillside Boulevard) and extending southerly 148 feet, excluding driveways; and

3.6.65 A no-parking, anytime zone on the easterly side of Hillside Boulevard beginning at the northerly curb of the northerly driveway to 2099 Hillside Boulevard, and extending northerly 21 feet; and

3.6.76 A no-parking, anytime zone on the easterly side of Hillside Boulevard between the two driveways to 2099 Hillside Boulevard; and

3.6.87 A no-parking, anytime zone on the easterly side of Hillside Boulevard beginning at the southerly curb of the southerly driveway to 2099 Hillside Boulevard, and extending southerly 60 feet; and

3.6.98 A no-parking, anytime zone on the easterly side of Hillside Boulevard beginning at the northerly curb of the northerly driveway to 2101 Hillside Boulevard, and extending 32 feet north; and

3.6.109 A no-parking, anytime zone on the easterly side of Hillside Boulevard from the south curb of the north driveway to 2101 Hillside Boulevard, extending southerly 58 feet; and

3.6.110 A no-parking, anytime zone on the easterly side of Hillside Boulevard from the Sand Hill Road intersection southerly to the city limits of the Town of Colma.

3.6.11 A no-parking, anytime zone on the easterly side of Hillside Boulevard from 32 feet South of the prolongation of the South East corner of Hoffman Street extending 123 feet South; and

3.6.12 A no-parking, anytime zone on the easterly side of Hillside Boulevard from 815 feet North of the prolongation of the North East Corner of Olivet Parkway extending 306 feet South; and

3.6.13 A no-parking, anytime zone on the easterly side of Hillside Boulevard from 354 feet North of the prolongation of the North East Corner of Olivet Parkway extending 20 feet South; and

3.6.14 A no-parking, anytime zone on the easterly side of Hillside Boulevard from 138 feet North of the prolongation of the North East Corner of Olivet Parkway extending 100 feet South; and

3.6.15 A no-parking, anytime zone on the easterly side of Hillside Boulevard from 34 feet South of the prolongation of the South East Corner of Olivet Parkway extending 104 feet South; and

3.6.16 A no-parking, anytime zone on the easterly side of Hillside Boulevard from 196 feet North of the prolongation of the North East Corner of Serramonte Boulevard extending 176 feet South.

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## **ARTICLE 2. AMENDING SECTION 3.7 OF THE COLMA PARKING CODE**

Section 3.7 of the Colma Parking Code is amended to state as follows:

### **3.7 No-parking, anytime zones on Hillside Boulevard, westerly side**

~~3.7.1 A no-parking, anytime zone on the westerly side of Hillside Boulevard beginning at the southwest corner of Hillside Boulevard and Serramonte Boulevard and extending southerly to a point 96 feet southerly of the southerly property line of 1700 Hillside Boulevard (Lucky Chances Casino); and~~

~~3.7.2 A no-parking, anytime zone on the westerly side of Hillside Boulevard from the Sand Hill Road intersection southerly to the city limits of the Town of Colma.~~

3.7.31 A no-parking, anytime zone on the westerly side of Hillside Boulevard from 32 feet South of the prolongation of the South East corner of Hoffman Street extending 92 feet South; and

3.7.42 A no-parking, anytime zone on the westerly side of Hillside Boulevard from 140 feet North of the North West corner (perpendicular to Hillside) of F Street extending 108 feet South; and

3.7.3 A no-parking, anytime zone on the westerly side of Hillside Boulevard from 480 feet North of the prolongation of the North East corner of Olivet Parkway extending 33 feet South; and

3.7.4 A no-parking, anytime zone on the westerly side of Hillside Boulevard from 50 feet North of the prolongation of the North East corner of Olivet Parkway extending 108 feet South; and

3.7.5 A no-parking, anytime zone on the westerly side of Hillside Boulevard from 271 feet North of the prolongation of the North West corner of Serramonte Boulevard extending 251 feet South.

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### **ARTICLE 3. AMENDING SECTION 4.1 OF THE COLMA PARKING CODE**

Section 4.1 of the Colma Parking Code is amended to state as follows:

#### **4.1 No Parking, Limited Hours – Hillside Boulevard**

The standing, stopping, or parking of vehicles is hereby prohibited in the following designated no-parking, limited hours, zone areas when such no-parking, limited hours, zone is marked by appropriate signs or by red paint upon the curb surface giving adequate notice of such prohibition, either at all times, or only during the hours designated on the sign or curb:

4.1.1 On the west side of Hillside Boulevard from the intersection of ~~Serramonte Boulevard~~ Hoffman Street to Sand Hill Road, between the hours of 6:00 and 8:00 AM every Tuesday;

4.1.2 On the east side of Hillside Boulevard from the intersection of ~~Serramonte Boulevard~~ Hoffman Street to Sand Hill Road, between the hours of 6:00 and 8:00 AM every Wednesday.

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### **ARTICLE 4. AMENDING SECTION 5.2 OF THE COLMA PARKING CODE**

Subsection 5.2.1 of section 5.2, "Thirty Minutes, All Day, Every Day," of the Colma Parking Code is amended to state as follows:

5.2.1 A thirty-minute zone on the westerly side of Hillside Boulevard ~~extending from the Hoffman Street intersection south east to a point 193 feet north west of F Street from 162 feet North of the North West corner (perpendicular to Hillside) of F Street extending 22 feet South;~~ and

**ARTICLE 5. ADDING SECTION 5.7 TO THE COLMA PARKING CODE**

Section 5.7 is hereby added to state as follows:

**5.7 Four Hours, All Day, Every Day**

The standing, stopping, or parking of a vehicle for more than four hours is hereby prohibited every day, at any time, in the following designated parking areas, in the following designated zones when such a zone is marked by appropriate signs giving adequate notice of such prohibition:

*Hillside Road, Easterly Side*

5.7.1 A four-hour zone on the easterly side of Hillside Road, every day, at any time, from the intersection of Hoffman Street to F Street ; and

5.7.2 A four-hour zone on the easterly side of Hillside Road, every day, at any time, from the intersection of F Street to Serramonte Boulevard; and

*Hillside Road, Westerly Side*

5.7.3 A four-hour zone on the westerly side of Hillside Road, every day, at any time, from the intersection of Hoffman Street to F Street ; and

5.7.4 A four-hour zone on the westerly side of Hillside Road, every day, at any time, from the intersection of F Street to Serramonte Boulevard.

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**SEVERABILITY**

Each of the provisions of this resolution is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this resolution is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

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**NOT A CEQA PROJECT**

The City Council finds that adoption of this resolution is not a "project," as defined in the California Environmental Quality Act because it does not have a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and concerns general policy and procedure making.

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**EFFECTIVE DATE**

This resolution shall take effect immediately, with the stopping, standing and parking regulations contained herein to take effect when signs or markings are installed giving adequate notice to the public consistent with California Vehicle Code Section 22507.



### Certification of Adoption

I certify that the foregoing Resolution No. 2015-## was duly adopted at a regular meeting of said City Council held on February 11, 2015 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
Diana Colvin					
Helen Fiscaro					
Raquel Gonzalez					
Joseph Silva					
Voting Tally					

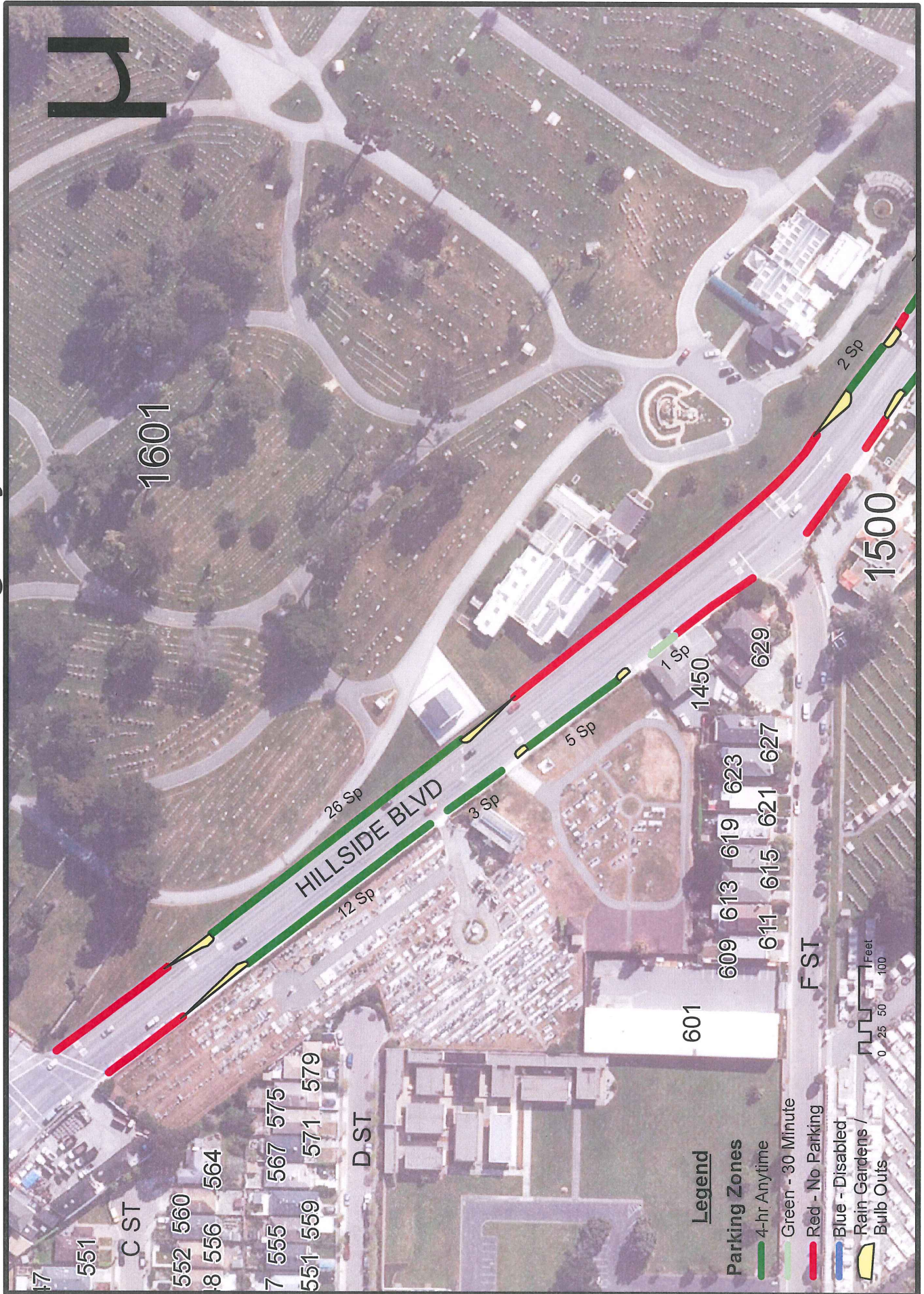
Dated \_\_\_\_\_

\_\_\_\_\_  
Joanne del Rosario, Mayor

Attest: \_\_\_\_\_  
Sean Rabé, City Clerk

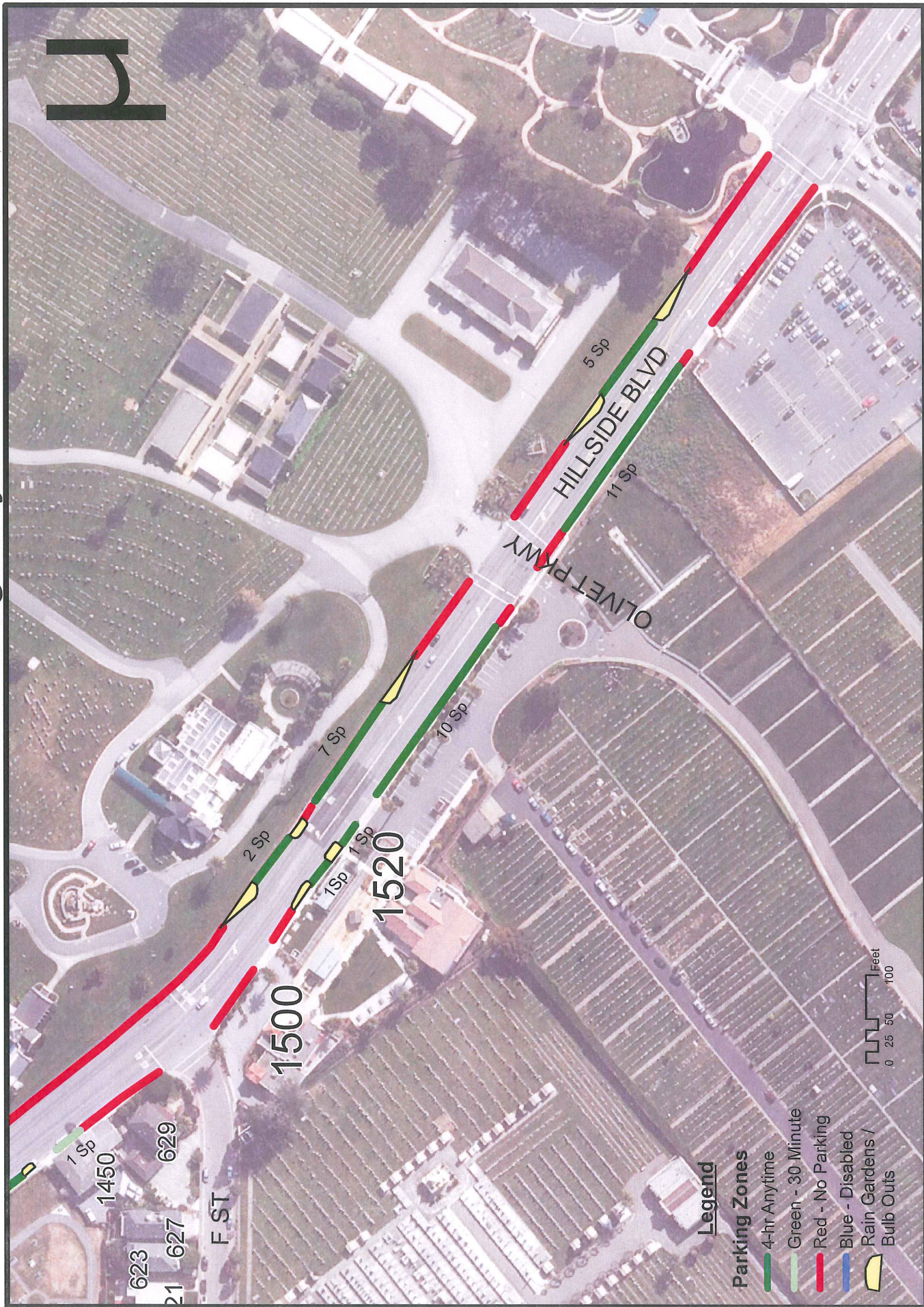
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# Hillside Parking Layout





# Hillside Parking Layout







# STAFF REPORT

TO: Mayor and Members of the City Council  
FROM: Christopher J. Diaz, Interim City Attorney  
MEETING DATE: February 11, 2015  
SUBJECT: First Amendment to Employment Contract for City Manager

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On February 11, 2015, the City Council will be holding a closed session pursuant to Government Code Section 54957.6 to give direction to its designated negotiator, Mayor Joanne del Rosario, to amend the City Manager's employment contract.

Pending the outcome of the February 11, 2015 closed session and related labor negotiations, additional documentation will be distributed to the public and the City Council at its February 11, 2015 meeting for final action as an item on the consent calendar.

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# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Sean Rabé, City Manager  
 MEETING DATE: February 11, 2015  
 SUBJECT: Social Media Policy

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## RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION ADDING SUBCHAPTER 1.17 TO THE COLMA ADMINISTRATIVE CODE,  
 RELATING TO SOCIAL MEDIA

## EXECUTIVE SUMMARY

The resolution would add a new subchapter 1.17 to the Colma Administrative Code to establish a Town Social Media Policy. This new policy would govern the Town's establishment and use of social media sites, such as Facebook and Twitter. It would also provide certain disclosures regarding the public's use of the Town's social media sites.

## FISCAL IMPACT

The City Council's adoption of the resolution establishing a Social Media Policy will not result in any fiscal impact to the Town other than staff time associated with amending the Administrative Code.

## ANALYSIS

The Town of Colma is currently making use of social media sites, such as Facebook and Twitter, to outreach to residents and the public regarding matters of Town concern. The Recreation Services Department has an active Facebook page, and the Colma Police Department has been approved for a Facebook page. The Town also has a Twitter account managed by City Manager Sean Rabé. Staff has found that posting to Social Media sites is an additional way to outreach to Town residents and the public regarding important Town resources. Additionally, any member of the public that uses social media is able to view the Town's Facebook pages or Twitter account to gain a more intimate knowledge of the Town.

There are numerous operational, legal, and policy issues that can arise with the Town's use of social media. For example, first amendment issues can arise if the public is able to comment on the Town's posts on a social media site. Further, Brown Act issues can arise if multiple Town

officials simultaneously post on a social media site regarding a Town business matter. Also, the public may seek to make requests to the Town through social media sites.

In an effort to avoid these types of issues, staff is recommending that the City Council adopt a Social Media Policy. The Policy:

- Requires that the City Manager review and pre-approve a Town Department's establishment and use of any social media site. This ensures the Town has control over its social media accounts and that it only establishes an account when it is warranted.
- Provides notice to the public that any posting, comment, or subscriber name associated with the Town's social media site may be subject to disclosure under the California Public Records Act.
- Acknowledges that the use of social media sites may raise Brown Act concerns and advises that Town officials should avoid posting simultaneous content or comments on a Town social media site.
- Provides that general public comments or postings shall not be allowed on the Town's social media sites and that the Town is establishing such sites as non-public forums.
- Requires Town employees to adhere to the Policy.

Staff is recommending that the City Council adopt the resolution establishing a Social Media Policy to ensure that there are clear rules regarding the use of the Town's social media sites.

## **Values**

The City Council's adoption of the resolution establishing a Social Media Policy is the *responsible* thing to do as it would ensure that Town employees, officials, and the public have a clear understanding of the use of the Town's social media sites.

## **Alternatives**

The City Council could choose not to establish a Social Media Policy, or could seek changes to the Policy.

## **CONCLUSION**

The City Council should adopt the resolution establishing a Social Media Policy.

## **ATTACHMENTS**

- A. Resolution



**RESOLUTION NO. 2015-##  
OF THE CITY COUNCIL OF THE TOWN OF COLMA  
RESOLUTION ADDING SUBCHAPTER 1.17 TO THE  
COLMA ADMINISTRATIVE CODE,  
RELATING TO SOCIAL MEDIA**

The City Council of the Town of Colma hereby resolves:

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**ARTICLE 1. CAC SUBCHAPTER 1.17 ADDED.**

Subchapter 1.17 is added to the Colma Administrative Code to state as follows:

**“SUBCHAPTER 1.17: SOCIAL MEDIA POLICY**

**Section 1.17.010 Purpose and Scope**

(a) This subchapter shall serve as the Town of Colma’s Social Media Policy and shall govern the use of Social Media sites used for Town business purposes.

**Section 1.17.020 Definitions**

(a) “Social Media sites” shall be defined as services through which multiple users can easily publish and share a wide variety of content, including written commentary, pictures, and video/audio files via the Internet. Social Media sites may include Facebook, Twitter, or any other site that meets the definition provided in this subchapter.

**Section 1.17.030 General Policy**

- (a) The City Manager or his/her designee shall review and pre-approve a Town Department’s establishment and use of any Social Media site.
- (b) All Town Social Media sites shall adhere to applicable Federal, State and local laws as well as Town policies and regulations.
- (c) All Town Social Media sites are subject to the California Public Records Act. Any and all content on a Town Social Media site, including, but not limited to, subscribers, postings, and comments may be considered a public record and could be subject to public disclosure.
- (d) Town Social Media sites shall be maintained by the designated Town of Colma employee(s) and shall be used for Town business purposes only. The Town Social Media Policy governs use of any Town administered Social Media site; regardless of whether the site(s) is (are) accessed from Town computers, computers outside the Town, or mobile devices.
- (e) The Ralph M. Brown Act (Brown Act) requires that public agencies deliberate and take action openly. Content and/or comments made by a Town Official via a Social Media site on Town-related issues within their jurisdiction could be subject to the requirements of the Brown Act. Town Elected Officials should refrain from posting simultaneous content or comments on any Town of Colma related issue on a Social Media site.

(f) The Town of Colma reserves the right to restrict or remove any content that is in violation of any applicable law or the Town's Social Media Policy. Any content which is removed will be retained by the Town for a reasonable period of time, and will include the time, date, and user name (or screen name) of the content originator, when possible.

(g) All Social Media sites established and administered by the Town of Colma will clearly state that they are sponsored by the Town.

(h) Whenever possible, all Town of Colma Social Media sites shall be linked via the appropriate technology to the Town's website for forms, documentation, online services and any other information or services necessary to conduct business with the Town. The Town of Colma's website: [www.colma.ca.gov](http://www.colma.ca.gov) will remain the Town's primary repository of information regarding Town operations, policy, and business.

(i) The City Manager or his/her designee, and individual Department Heads, are responsible for assigning staff to update, respond to inquiries, and keep information current on Social Media sites.

(j) The objectives for participating in Social Media sites are to:

- (1) Disseminate information to our community and neighboring communities;
- (2) Demonstrate commitment to outreach and engagement and to monitor issues affecting the Town; and
- (3) Build and engage an "online community" of residents and businesses.

(k) All staff time used on Social Media sites shall be for the purposes of conducting Town business only.

(l) No communications made with the Town through Social Media sites shall be deemed to constitute public comment or legal notice to the Town or any of its agencies, officers employees, agents or representatives where notice to the Town is required by any federal, state, local laws, rules or regulations. Any comment or notice shall be submitted to the Town and not through a Social Media site.

(m) No request made through a Town Social Media site shall constitute a request under the Public Records Act. Any request for a public record shall be submitted to the Town and not through a Social Media site.

#### **Section 1.17.040 Comment Policy**

(a) The Town of Colma is committed to serving the online community in a civil and unbiased manner. In order to streamline communication, Town Social Media sites will not allow direct comments or postings and the Town establishes its Social Media sites as non-public forums.

(b) The Town of Colma reserves the right to deny access to a Town Social Media site to any individual who violates the Town of Colma's Social Media Policy at any time, and without prior notice.

**Section 1.17.050 Code of Conduct for Town Employees**

(a) All employees shall be provided with a copy of this Policy and be directed to familiarize themselves with it.

(b) Employees' use of Town Social Media sites for official business is governed by this Policy, as well as applicable Town Rules and Regulations. Disciplinary action, up to and including dismissal, may be imposed for violation of this Policy. If findings warrant, disciplinary action will be initiated in accordance with all relevant sections of the Town's Personnel Rules and Regulations.

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**ARTICLE 2. SEVERABILITY.**

Each of the provisions of this resolution is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this resolution is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

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**ARTICLE 3. NOT A CEQA PROJECT.**

The City Council finds that adoption of this resolution is not a "project," as defined in the California Environmental Quality Act because it does not have a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and concerns general policy and procedure making.

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**ARTICLE 4. EFFECTIVE DATE.**

This resolution shall take effect immediately upon passage. The resolution, or a summary thereof prepared by the City Attorney, shall be posted on the three (3) official bulletin boards of the Town of Colma within 15 days of its passage.

**Certification of Adoption**

I certify that the foregoing Resolution No. 2015-\_\_ was duly adopted at a regular meeting of the City Council of the Town of Colma held on February 11, 2015, by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
Diana Colvin					
Helen Fisicaro					
Raquel Gonzalez					
Joseph Silva					
Voting Tally					

Dated \_\_\_\_\_

\_\_\_\_\_  
Joanne del Rosario, Mayor

Attest: \_\_\_\_\_  
Sean Rabé, City Clerk



# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brad Donohue, Deputy Public Works Director  
 Michael Laughlin, City Planner  
 VIA: Sean Rabé, City Manager  
 MEETING DATE: February 11, 2015  
 SUBJECT: San Francisco Public Utilities Commission Memorandum of Agreement

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## RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION ADOPTING FINDINGS AND A STATEMENT OF OVERRIDING CONSIDERATIONS AS A RESPONSIBLE AGENCY PURSUANT TO THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF COLMA AND THE SAN FRANCISCO PUBLIC UTILITIES COMMISSION

## EXECUTIVE SUMMARY

The City and County of San Francisco ("CCSF"), acting through the San Francisco Public Utilities Commission ("SFPUC"), is asking the Town to enter into a Memorandum of Agreement ("MOA") regarding the SFPUC's Regional Groundwater Storage and Recovery Project ("Project"). As part of this Project, SFPUC will be constructing two well stations in Colma on CCSF property.

If the City Council decides to enter into this MOA, as a responsible agency with limited jurisdiction over the Project, it is required to make certain findings and adopt a statement of overriding considerations under the requirements of the California Environmental Quality Act ("CEQA").

## FISCAL IMPACT

SFPUC is agreeing to provide up to \$20,000 to the Town for its actual legal, employee, and administrative costs associated with the approval and implementation of the MOA and any staff review and inspection time associated with the limited portions of the Project where the Town has an oversight role. Staff does not anticipate the Town's costs to exceed this amount.

## **BACKGROUND**

CCSF, acting through the SFPUC, owns and operates a regional water system that serves San Francisco and twenty-seven (27) wholesale water customers located in San Mateo, Santa Clara, and Alameda counties in the Bay Area. CCSF has developed a Water System Improvement Program (“WSIP”) with the goals of increasing the system’s ability to withstand major seismic events and prolonged droughts and to reliably meet future water demands.

As part of WSIP, CCSF is proposing the Project which includes, among other improvements, the installation of recovery wells, well stations, pumps, and piping to permit groundwater extraction and transmission to help protect against drought. As part of this Project, two wells are anticipated to be constructed in Colma as further discussed below.

## **ANALYSIS**

On April 10, 2013, the City and County of San Francisco published a Draft Environmental Impact Report (“DEIR”) for the Regional Groundwater Storage and Recovery Project (“Project”). On August 7, 2014, the San Francisco Planning Commission certified the Final Environmental Impact Report (“FEIR”). On August 12, 2014, the San Francisco Public Utilities Commission (“SFPUC”) found the FEIR to be adequate and adopted required CEQA findings, including a statement of overriding considerations, and a mitigation monitoring and reporting program, and approved the Project.

The Project will drill new wells, construct well stations for housing pumps, treatment, and controls, and install utility connections and pipelines. Some of the Project’s work sites are located within Colma. Other segments of work will occur in unincorporated parts of San Mateo County, South San Francisco, Millbrae, San Bruno, and Daly City. It is staff’s understanding that at least the City of South San Francisco has approved this MOA.

Within the City, the Project consists of work in two locations:

- A well station to be known as the “Serramonte Blvd. Well Station” which will comprise an approximately 90 feet wide by 25 feet long building to house a recovery well and facilities for chemical storage and treatment, and include and/or incorporate the following underground utility connections: a Cal Water water service connection, a storm water pipeline, a PG&E electric service connection, and a telephone line; and
- A well station to be known as the “Colma Blvd. Well Station” which will comprise a fenced enclosure that includes one recovery well with an approximately 20 feet wide by 30 feet long by 8 feet high perimeter fence and include and/or incorporate the following underground utility connections: a water connection pipeline, a storm water pipeline, a PG&E electric service connection, and a telephone line.

To perform this work, the SFPUC will need to connect to utilities on Serramonte Boulevard, behind the Kohl’s building, and on Colma Boulevard. The MOA provides the assurances that this Project will be carried out to Town standards and that the street surface will be restored. In addition, the Project will require periodic lane closures and traffic control measures. Most of the work, especially on Colma Boulevard, will be conducted in the evening or overnight hours to minimize traffic disruption.

Staff has been working with the SFPUC over the last two years on various phases and aspects of this Project. Staff is pleased that the SFPUC has been receptive to the Town's suggested aesthetic and landscape improvements to the Project and has been willing to modify plans to include:

- Landscaping of an area between Colma Boulevard and the access driveway.
- Upgrading the exterior appearance of the well building behind the Kohl's building to include a Spanish Mediterranean design in keeping with the Town's design standards.
- Landscaping of the slope from Serramonte Boulevard down to the well building, including trees to soften views of the building.
- Use of a higher grade black vinyl chain link fence material in keeping with Town standards.

By entering into this MOA, the City Council will be authorizing the construction of two wells and associated structures within the Town, associated work in the public right-of-way and coordination with Public Works staff on construction staging and traffic control systems and devices. The construction of the two wells within Colma will help ensure that the region's water system infrastructure has a sustainable and reliable water supply. Some of the benefits of the Project include:

- Providing a new dry-year and emergency water supply for the SFPUC's 2.6 million residential, commercial, and industrial customers in the Bay Area.
- Allowing the SFPUC, in partnership with three of its wholesale customers (the cities of Daly City and San Bruno and California Water Service Company), to store wet year surface water supplies in the South Westside groundwater basin for use during dry years.
- Storing up to 20 billion gallons of water, an amount equal to Crystal Springs Reservoir.
- Providing a back-up supply that can be used by SFPUC's customers temporarily in the event of planned or unplanned maintenance.

Overall, by entering into this MOA, the City Council will be ensuring that the Town, and the region as a whole, has a sustainable and reliable water supply.

If the City Council decides to enter into the MOA, CEQA requires that the Town make certain environmental findings and adopt a statement of overriding considerations. The Town is a responsible agency for this Project with SFPUC as the lead agency. As a responsible agency, the Town has limited jurisdiction over the Project and only needs to adopt findings and a statement of overriding considerations for those portions of the Project located within the Town. The SFPUC has adopted findings and a statement of overriding considerations in full compliance with CEQA. The resolution adopts these findings and the statement of overriding considerations by reference. Staff has reviewed the FEIR, findings, and statement of overriding considerations

as it pertains to the Town, and is satisfied that the SFPUC adequately analyzed the environmental impacts to the Town associated with the Project.

### **Values**

The adoption of the resolution is the *responsible* thing to do as it will ensure that the Town, and the region, has access to reliable water even in times of drought.

### **Sustainability Impact**

The adoption of the resolution will further the Town's sustainability as the Project ensures water is stored during wet years in anticipation of dry years.

### **Alternatives**

The City Council could choose to not enter into the MOA, or may seek changes to the MOA. By not entering into the MOA, it is unclear if the Project would move forward.

### **CONCLUSION**

Staff recommends the City Council adopt the resolution.

### **ATTACHMENTS**

- A. Resolution
  - a. SFPUC Resolution No. 14-0127, including CEQA Findings and Statement of Overriding Considerations
  - b. Memorandum of Agreement



**RESOLUTION NO. 2015-##  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION ADOPTING FINDINGS AND A STATEMENT OF OVERRIDING  
CONSIDERATIONS AS A RESPONSIBLE AGENCY PURSUANT TO THE REQUIREMENTS  
OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING A  
MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF COLMA AND THE SAN  
FRANCISCO PUBLIC UTILITIES COMMISSION**

The City Council of the Town of Colma does hereby resolve as follows:

**1. Background**

(a) The City and County of San Francisco, a municipal corporation ("CCSF") acting by and through its Public Utilities Commission ("SFPUC"), owns and operates a regional water system that serves San Francisco and twenty-seven (27) wholesale water customers located in San Mateo, Santa Clara, and Alameda counties in the Bay Area. As part of CCSF's Water System Improvement Program ("WSIP"), CCSF is engaged in the Regional Groundwater Storage and Recovery Project (the "Project"), which includes, among other improvements, the installation of recovery wells, well stations, pumps, and piping to permit groundwater extraction and transmission to help protect against drought.

(b) As part of the Project, CCSF proposes to construct two well stations in Colma on CCSF property.

(c) In order to address requirements and concerns associated with the construction of the two well stations in Colma, the SFPUC and the Town seek to enter into a Memorandum of Agreement ("MOA"), attached hereto as Exhibit B, and hereby incorporated by this reference.

(d) CCSF is the lead agency pursuant to the requirements of the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.* and the State CEQA Guidelines, California Administrative Code Title 14, Section 15000 *et seq.* (collectively "CEQA") because CCSF is the agency seeking to carry out the Project.

(e) The Town of Colma is a responsible agency under the requirements of CEQA because the Town has limited discretionary authority over one limited aspect of the Project.

(f) On August 7, 2014, CCSF, acting as the lead agency, certified a Final Environmental Impact Report ("FEIR") dated April 2013 for the Project.

(g) On August 12, 2014, by adoption of Resolution No. 14-0127, the SFPUC approved the Project and adopted findings, a statement of overriding considerations for the Project's significant and unavoidable effects, and adopted a mitigation monitoring and reporting program.

(h) The FEIR tiers off of a program environmental impact report ("PEIR") prepared for the WSIP and incorporates by reference the relevant analysis and mitigation measures contained in the PEIR. The PEIR was certified by CCSF on October 30, 2008 and the SFPUC approved the WSIP on the same day.

(i) The FEIR and the PEIR are both available for public review at Town Hall located at 1190 El Camino Real Boulevard. The FEIR and PEIR are also available for public review at the San Francisco Planning Department offices located at 1650 Mission Street, San Francisco and can be viewed on their website at [www.sf-planning.org](http://www.sf-planning.org).

(j) As detailed in the FEIR, the Project will result in significant environmental effects that could not be mitigated to a less than significant level with the implementation of mitigation.

## **2. Findings**

(a) In its limited role as a responsible agency under CEQA, the City Council finds that it has considered the FEIR and that the proposed MOA, and its subject matter, is within the scope of the environmental analysis contained within the FEIR and all environmental impacts associated with this MOA and the construction of the two well stations in Colma has been adequately addressed in the FEIR.

(b) In its limited role as a responsible agency under CEQA, the City Council finds that none of the mitigation measures detailed in the FEIR are within its responsibility to enforce or implement. Instead, all mitigation measures are the responsibility of CCSF and the SFPUC and shall be enforced by each respective agency to the fullest extent required by law.

(c) In its limited role as a responsible agency under CEQA, the City Council finds that for the portion of the Project located within the Town of Colma, that there is no feasible alternative or mitigation measure within its powers that would substantially lessen or avoid any significant effect the Project would have on the environment.

(d) In its limited role as a responsible agency under CEQA, the City Council finds that since the FEIR was finalized, there have been no substantial Project changes and no substantial changes in Project circumstances that would require major revisions to the FEIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the FEIR.

## **3. Order**

(a) The City Council adopts findings and adopts a statement of overriding considerations pursuant to the requirements contained at CEQA Guideline 15096(h). In particular, the SFPUC Resolution No. 14-0127 is attached hereto as Exhibit "A" and it contains findings and a statement of overriding considerations. The City Council hereby adopts SFPUC Resolution No 14-0127 incorporated herein by this reference as though set forth in full. SFPUC Resolution No. 14-0127, including the findings, statement of overriding considerations, and mitigation monitoring and reporting program is part of the record of this approval and is available at Town Hall located at 1190 El Camino Real Boulevard.

(b) The City Council approves the MOA attached hereto as Exhibit "B" and authorizes the Mayor to sign on behalf of the Town.

(c) This resolution shall take effect immediately upon its adoption.

### Certification of Adoption

I certify that the foregoing Resolution No. 2015-## was duly adopted at a regular meeting of said City Council held on February 11, 2015 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
Diana Colvin					
Helen Fisicaro					
Raquel Gonzalez					
Joseph Silva					
Voting Tally					

Dated \_\_\_\_\_

\_\_\_\_\_  
Joanne del Rosario, Mayor

Attest: \_\_\_\_\_  
Sean Rabé, City Clerk

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# PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 14-0127

WHEREAS, San Francisco Public Utilities Commission (SFPUC) staff have developed a project description under the Water System Improvement Program (WSIP) for the improvements to the regional water supply system, otherwise known as Project No. CUW30103, Regional Groundwater Storage and Recovery; and

WHEREAS, The primary objective of the Project is to provide an additional dry-year regional water supply. Specific objectives of the Project are to:

- Conjunctively manage the South Westside Groundwater Basin through the coordinated use of SFPUC surface water and groundwater pumped by the Daly City, San Bruno, and California Water Service Company (“Participating Pumpers”);
- Provide supplemental SFPUC surface water to the Participating Pumpers in normal and wet years, resulting in a corresponding reduction of groundwater pumping, which then allows for in-lieu recharge of the South Westside Groundwater Basin;
- Increase the dry-year and emergency pumping capacity of the South Westside Groundwater Basin by up to an average annual volume of 7.2 mgd; and
- Provide a new dry-year groundwater supply for SFPUC customers and increase water supply reliability during the 8.5-year design drought cycle.

WHEREAS, On August 7, 2014, the Planning Commission reviewed and considered the Final Environmental Impact Report (FEIR) in Planning Department File No. 2008.1396E, consisting of the Draft Environmental Impact Report (EIR), the Comments and Responses document and found that the contents of said report and the procedures through which the FEIR was prepared, publicized and reviewed complied with the provisions of the California Environmental Quality Act (CEQA), the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and found further that the FEIR reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Comments and Responses document contains no significant revisions to the Draft EIR, and certified the completion of said FEIR in compliance with CEQA and the CEQA Guidelines in its Motion Nos. 19209; 192010; 192011; and

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

WHEREAS, The Project and FEIR files have been made available for review by the SFPUC and the public in File No. 2008.1396E, at 1650 Mission Street, Fourth Floor, San Francisco, California; and those files are part of the record before this Commission; and

WHEREAS, SFPUC staff prepared proposed findings, as required by CEQA, (CEQA Findings) in Attachment A to this Resolution and a proposed Mitigation, Monitoring and Reporting Program (MMRP) in Attachment B to this Resolution, which material was made available to the public and the Commission for the Commission's review, consideration and action; and

WHEREAS, The Project is a capital improvement project approved by this Commission as part of the WSIP; and

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

WHEREAS, Thereafter, the SFPUC approved the WSIP and adopted findings and a MMRP as required by CEQA on October 30, 2008 by Resolution No. 08-0200; and

WHEREAS, The FEIR prepared for the Project is tiered from the PEIR, as authorized by and in accordance with CEQA; and

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

WHEREAS, The SFPUC staff will comply with Government Code Section 7260 et seq. statutory procedures for possible acquisition of interests (temporary or permanent) in the following real property in San Mateo County (1) Assessor's Parcel # 002-410-050 in Daly City, owned by Lake Merced Golf and Country Club, (2) Assessor's Parcels # 002-072-240, -250 and 002-201-650 in Daly City, owned by John Daly Boulevard Associates/West Lake Associates, (3) Assessor's Parcels # 006-111-540 and 006-111-460 in Daly City, owned by Jefferson School District, (4) Assessor's Parcel # 008-421-120 in Colma, owned by TSE Serramonte, (5) Assessor's Parcel's # (unknown) for property owned by BART/SAMTRANS in South San Francisco, (6) Assessor's Parcel # 010-212-100 in South San Francisco, owned by Costco Wholesale Corporation, (7) Assessor's Parcel # 010-292-210 in South San Francisco, owned by Kaiser Foundation Hospitals, (8) Assessor's Parcel # 093-220-010 in Millbrae, leased by OSH/Lowes Corporation, and (9) Assessor's Parcel # 014-320-010 in San Bruno, owned by the U.S. Department of Veterans Affairs. The total combined purchase price for the acquisition of these property interests is estimated to not exceed \$1,500,000; and

WHEREAS, The Project includes work located on the property of the City of South San Francisco, Town of Colma, Lake Merced Golf Club, Jefferson Elementary School District and the Participating Pumpers, and SFPUC staff may seek to enter into Memoranda of Agreement ("MOAs") with these entities, addressing such matters as (a) SFPUC's commitments to restore or replace, pursuant to agreed specifications, certain improvements owned by the respective entities, (b) cooperative procedures and fees relating to local permits, if any, inspections, and communications to the public concerning Project construction, (c) the form of necessary encroachment permits or other property agreements for Project construction, and (d) the parties' respective indemnification and insurance obligations; and

WHEREAS, The Project will require Board of Supervisors approval of Mitigation Agreements with irrigators overlying the South Westside Basin under Charter section 9.118; and

WHEREAS, The Project requires the General Manager to negotiate and execute an Operating Agreement with the Participating Pumpers, and related agreements to carry out the Operating Agreement . The Operating Agreement to be negotiated and executed is substantially in the form attached to this Resolution as Attachment C; and

WHEREAS, The Project MMRP requires the SFPUC to negotiate and execute Mitigation Agreements with Cypress Lawn Memorial Park Cemetery; Eternal Home Cemetery; Hills of Eternity/Home of Peace/Salem Cemeteries; Holy Cross Catholic Cemetery; Italian Cemetery; Olivet Cemetery; and Woodlawn Cemetery in Colma, and the California Golf Club in South San Francisco. The Mitigation Agreements to be negotiated and executed are substantially in the form attached to this Resolution as Attachment D; and

WHEREAS, The Project MMRP requires the SFPUC to 1) negotiate and execute an amendment to the 2009 Water Supply Agreement (WSA) with the SFPUC's wholesale water customers regarding delivery of replacement water from the Regional Water System as an interim mitigation action to irrigators overlying the South Westside Basin; and 2) negotiate and execute a wheeling agreement with California Water Service Company for delivery of replacement water to irrigators overlying the South Westside Basin as an interim mitigation action; and

WHEREAS, Implementation of the Project mitigation measures will involve consultation with, or required approvals by, state regulatory agencies, including but not limited to the following: California Department of Health, San Francisco Bay Regional Water Quality Control Board, State Water Resources Control Board, Bay Area Air Quality Management District, State Historic Preservation Officer, and California Department of Fish and Game; and

WHEREAS, The Project may require the SFPUC General Manager to apply for and execute various necessary permits, encroachment permits, or other approvals with, including but not limited to, the California Department of Transportation; County of San Mateo; Town of Colma, and cities of Daly City, Millbrae, San Bruno, and South San Francisco, and those permits shall be consistent with SFPUC existing fee or easement interests, where applicable, and will include terms and conditions including, but not limited to, maintenance, repair and relocation of improvements and possibly indemnity obligations; now, therefore, be it

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

FURTHER RESOLVED, That this Commission hereby approves Project No. CUW30103, Regional Groundwater Storage and Recovery Project and authorizes staff to proceed with actions necessary to implement the Project consistent with this Resolution, including advertising for construction bids, provided, however, that staff will return to seek Commission approval for award of the construction contract; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager and/or the Director of Real Estate to undertake the process, in compliance with Government Code Section 7260 et seq., with the San Francisco Charter and all applicable laws, for possible acquisition of interests (temporary or permanent) in the following real property in San Mateo County (1) Assessor's Parcel # 002-410-050 in Daly City, owned by Lake Merced Golf and Country Club, (2) Assessor's Parcels # 002-072-240, -250 and 002-201-650 in Daly City, owned by West Lake Associates/John Daly Blvd. Assoc, (3) Assessor's Parcels # 006-111-540 and 006-111-460 in Daly City, owned by Jefferson Elementary School District, (4) Assessor's Parcel # 008-421-120 in Colma, owned by TSE Serramonte, L.P. and leased by Kohl's Department Store, (5) Assessor's Parcels (unknown) for property owned by BART/SAMTRANS in South San Francisco, (6) Assessor's Parcel # 010-212-100 in South San Francisco, owned by Costco Wholesale Corporation, (7) Assessor's Parcel # 093-331-080 in South San Francisco, owned by the City of South San Francisco, (8) Assessor's Parcel # 010-292-210 in South San Francisco, owned by Kaiser Foundation Hospitals, (9) Assessor's Parcel # 093-220-010 in Millbrae, leased by OSH/Lowes Corporation, and (10) Assessor's Parcel # 014-320-010 in San Bruno, owned by the U.S.A., and to seek Board of Supervisors' approval if necessary, and provided that any necessary Board approval has been obtained, to accept and execute final agreements, and any other related documents necessary to consummate the transactions contemplated therein, in such form, approved by the City Attorney; and be it

FURTHER RESOLVED, The General Manager will confer with the Commission during the negotiation process on real estate agreements as necessary, and report to the Commission on all agreements submitted to the Board of Supervisors for approval; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the General Manager to negotiate and execute Memoranda of Agreement, if necessary, to perform work on the property of the City of South San Francisco, Town of Colma, Lake Merced Golf Club, Jefferson Elementary School District and the Participating Pumpers (collectively the "Project MOAs") in a form that the General Manager determines is in the public interest and is acceptable, necessary, and advisable to effectuate the purposes and intent of this Resolution, and in compliance with the Charter and all applicable laws, and approved as to form by the City Attorney. The Project MOAs may address such matters as (a) SFPUC's commitments to restore or replace, pursuant to agreed specifications, certain improvements owned by the respective local jurisdictions, (b) cooperative procedures and fees relating to local permits, inspections, and communications to the public concerning Project construction, (c) the form of necessary encroachment permits or other property licenses required to permit Project construction, and (d) the parties' respective indemnification and insurance obligations, subject to the San Francisco Risk Manager's approval; and be it



FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to seek Board of Supervisors approval for the Controller's release of reserve for the Project; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to negotiate and execute an Operating Agreement with the City of Daly City, the City of San Bruno, and California Water Service Company, substantially in the form attached to this Resolution as Attachment C, along with more detailed site specific agreements for the operation of Project wells by the Participating Pumpers and the shared use of facilities owned by the Participating Pumpers for water treatment and distribution, as contemplated by the Operating Agreement; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to negotiate and execute Mitigation Agreements with Cypress Lawn Memorial Park Cemetery; Eternal Home Cemetery; Hills of Eternity/Home of Peace/Salem Cemeteries; Holy Cross Catholic Cemetery; Italian Cemetery; Olivet Cemetery; and Woodlawn Cemetery in Colma, and the California Golf Club in South San Francisco substantially in the forms attached to this Resolution as Attachment D, and to seek Board of Supervisors approval of the Mitigation Agreements under Charter Section 9.118, along with the approval of the settlement of any CEQA appeals filed by these irrigators based on the terms of the Mitigation Agreements; and be it


FURTHER RESOLVED, That this Commission authorizes the General Manager, or his designee, to consult with, or apply for, and, if necessary, seek Board of Supervisors' approval, and if approved, to accept and execute permits or required approvals by state regulatory agencies, including but not limited to, the California Department of Public Health, the Regional Water Quality Control Board, the State Water Resources Control Board, the Bay Area Air Quality Management District, the State Historic Preservation Officer, and the California Department of Fish and Wildlife, including terms and conditions that are within the lawful authority of the agency to impose, in the public interest, and, in the judgment of the General Manager, in consultation with the City Attorney, are reasonable and appropriate for the scope and duration of the requested permit or approval, as necessary for the Project; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager, or his designee, to apply for and execute various necessary permits and encroachment permits or other approvals with, including but not limited to, the California Department of Transportation; County of San Mateo; Town of Colma; and the cities of Daly City, Millbrae, San Bruno, and South San Francisco, which permits or approvals shall be consistent with SFPUC's existing fee or easement interests, where applicable. To the extent that the terms and conditions of the permits will require SFPUC to indemnify the respective jurisdictions, those indemnity obligations are subject to review and approval by the San Francisco Risk Manager. The General Manager is authorized to agree to such terms and conditions, including but not limited to those relating to maintenance, repair and relocation of improvements, that are in the public interest, and in the judgment of the General Manager, in consultation with the City Attorney, are reasonable and appropriate for the scope and duration of the requested use as necessary for the Project; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to work with the Director of Real Estate to seek Board approval if necessary, and provided any necessary Board approval is obtained, to accept and execute the real property agreements authorized herein; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager, or his designee, to enter into any subsequent additions, amendments or other modifications to the permits, licenses, encroachment removal agreements, leases, easements, other Use Instruments or real property agreements, Operating Agreements, and Mitigation Agreements or amendments thereto, as described herein, that the General Manager, in consultation with the Real Estate Services director and the City Attorney, determines are in the best interests of the SFPUC and the City, do not materially decrease the benefits to the SFPUC or the City, and do not materially increase the obligations or liabilities of the SFPUC or the City, such determination to be conclusively evidenced by the execution and delivery of any such additions, amendments, or other modifications.

*I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of August 12, 2014.*



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*Secretary, Public Utilities Commission*

# Attachment A

## Regional Groundwater Storage and Recovery Project

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

#### San Francisco Public Utilities Commission

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

This document is organized as follows:

**Section I** provides a description of the Project proposed for adoption, the environmental review process for the Project (Regional Groundwater Storage and Recovery Project Environmental Impact Report, Planning Department Case No., 2008.1396E, State Clearinghouse No. 2009062096 (the "Final EIR" or "EIR")), the approval actions to be taken and the location of records;

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

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

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

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

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

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

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

## **I. Approval of the Project**

### **A. Project Description**

By this action, the Commission adopts and implements the GSR Project identified in the Final EIR. The GSR Project as adopted by the Commission is described in detail in the Draft EIR at pages 3-4 through 3-122. Clarifications regarding the GSR Project description are contained in the C&R in Section 9.5.3. A summary of the key components of the GSR Project follows.

The GSR is a groundwater storage and recovery project located in northern San Mateo County that the SFPUC proposes to operate in conjunction with Daly City, San Bruno and CalWater (referred to as the "Partner Agencies"). The SFPUC supplies surface water to the Partner Agencies from its regional water system. The Partner Agencies currently supply potable water to their retail customers through a combination of groundwater from the southern portion of the Westside Groundwater Basin (referred to as the "South Westside Groundwater Basin") and purchased SFPUC surface water. Under the Project, SFPUC would provide supplemental SFPUC surface water to the Partner Agencies during normal and wet years and in turn the Partner Agencies would reduce their groundwater pumping for the purpose of allowing the amount of groundwater in the South Westside Groundwater Basin to recharge. Then, during dry years, the Partner Agencies and the SFPUC would pump the increased stored groundwater using 16 new well facilities. The dry-year groundwater supply would be blended with water from the SFPUC's regional water system and would as a result increase the available water supply to all regional water system customers during dry years.

The SFPUC would construct the following facilities to implement the Project.

The SFPUC would construct 16 new groundwater well facilities within the South Westside Groundwater Basin. The well facilities would be selected from 19 possible locations; the three additional locations would serve as backup locations in the event one of the 16 preferred locations is determined to be infeasible. Together, the 16 new wells facilities would have an annual average pumping capacity of 7.2 million gallons per day (“mgd”), equivalent to 8,100 acre-feet (“af”) per year.

Each of the well facilities would consist of a groundwater well pump station, distribution piping and utility connections. Depending on the site and quality of the groundwater at the site, the well facility would be located: (1) in a fenced enclosure (most also would provide onsite disinfection); (2) within a building; (3) in a building with an additional treatment facility; or (4) in a building with an additional treatment and filtration facility. Two sites may have just a well facility in a fenced enclosure and rely on a consolidated treatment and filtration facility at another location, or may have their own treatment and filtration facilities. The 19 possible sites, depending on whether the consolidated treatment and filtration facility is feasible, consist of four to six sites with a well facility in a fenced enclosure; one site with a well facility in a 700 square foot building; five sites with a well and treatment facility in an approximately 1,500 square foot structure; and seven to nine sites with a well and treatment plus filtration facility in an approximately 2,000 to 3,000 square foot structure. The Project also would upgrade the existing Daly City Westlake pump station by adding three booster pumps and disinfection and fluoridation treatment so that it could serve proposed Sites 2, 3 and 4.

The SFPUC would operate the facilities in conjunction with the Partner Agencies through an Operating Agreement. The proposed Operating Agreement provides for the Partner Agencies to accept surface water deliveries from the SFPUC during normal and wet years of up to 5.52 mgd in lieu of pumping a like amount of groundwater from their existing facilities. Then in dry years, the Partner Agencies would pump from their existing wells and any new wells to designated quantities totaling 6.9 mgd over a five-year averaging period. The SFPUC also would pump from the Project wells during dry years. SFPUC pumping for dry year regional water system supply could last for up to 7.5 years.

The SFPUC would establish an SFPUC Storage Account to maintain an accounting of actual amounts of in-lieu water stored, taking into account in-lieu deliveries, metered decreases to groundwater pumping, and losses from the South Westside Groundwater Basin resulting from the Project. The expected maximum increased storage volume that the Project is expected to achieve in the South Westside Groundwater Basin is 60,500 af. The accounting process would assure that only the in-lieu water actually stored is pumped. When the SFPUC Storage Account is full, with the full 60,500 af in storage, and there is no shortage requiring the SFPUC to pump groundwater from the Project wells, pumping by Partner Agencies could not exceed 7.6 mgd in any year of the five-year averaging period under the terms of the proposed Operating Agreement.

The SFPUC also could undertake pumping during emergencies, system rehabilitation, scheduled maintenance or malfunctioning of the water system, and upon a recommendation of the operating

committee established by the Operating Agreement for purposes of management of the South Westside Groundwater Basin.

## **B. Project Objectives**

The primary goal of the Project is to provide an additional dry-year water supply. Specific objectives of the GSR Project are:

- Conjunctively manage the South Westside Groundwater Basin through the coordinated use of SFPUC surface water and groundwater pumped by the Partner Agencies.
- Provide supplemental SFPUC surface water to the Partner Agencies in normal and wet years, with a corresponding reduction of groundwater pumping by these agencies, which then allows for in-lieu recharge of the South Westside Groundwater Basin.
- Increase the dry-year and emergency pumping capacity of the South Westside Groundwater Basin by an average annual 7.2 mgd.
- Provide a new dry-year groundwater supply for the SFPUC's customers and increase water supply reliability during the 8.5-year design drought cycle.

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

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

The Project would help meet WSIP goals by providing dry-year supply to increase water delivery reliability and meet customer water supply needs. In addition, the Project would provide

increased regional operational flexibility to respond to and restore water service during unplanned outages and loss of a water source, or both. Without the Project, the SFPUC could not meet its goals for dry-year delivery reliability.

## **C. Environmental Review**

### ***1. Water System Improvement Program Environmental Impact Report***

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

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

### ***2. San Francisco Regional Groundwater Storage and Recovery Project Environmental Impact Report***

In accordance with Sections 15063 and 15082 of the CEQA Guidelines, the Environmental Planning (“EP”) staff of the San Francisco Planning Department, as lead agency, prepared a Notice of Preparation (“NOP”) and conducted a scoping meeting for the GSR Project EIR. The San Francisco Planning Department released the NOP on June 24, 2009; held a public scoping meeting on July 9, 2009, at the South San Francisco Municipal Services Building in South San Francisco; and accepted written comments on the NOP through July 28, 2009.

The NOP was distributed to the State Clearinghouse, and notices of the availability of the NOP were mailed to approximately 1,500 interested parties, including property owners and tenants within 300 feet of the proposed Project and 32 public agencies. The scoping meeting was noticed in local newspapers. Approximately 33 people attended the meeting.

The San Francisco Planning Department received six verbal comments on the scope of the EIR at the scoping meeting and 18 state, regional, and local agencies; organizations; and individual submitted written comments. A *Scoping Summary Memorandum* is included in the EIR at Appendix B summarizing comments received.

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

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

The Draft EIR was circulated to local, state, and federal agencies and to interested organizations and individuals for review and comment on April 10, 2013 for a 62-day public review period, which closed at 5:00 p.m. on June 11, 2013. A public hearing on the Draft EIR to accept written or oral comments was held by EP at the South San Francisco Municipal Services Building in South San Francisco on May 14, 2013. Also, the San Francisco Planning Commission held a public hearing at its meeting at San Francisco City Hall on May 16, 2013. During the public review period, EP received written comments sent through the mail, fax, or email. A court reporter was present at the public hearings, transcribed the public hearing verbatim, and prepared written transcripts.

EP then prepared the C&R document, which provided written responses to each comment received on the Draft EIR. The C&R document was published on July 9, 2014, and included copies of all of the comments received on the Draft EIR and individual responses to those comments. The C&R provided additional, updated information and clarification on issues raised by commenters, as well as SFPUC and Planning Department staff-initiated text changes to address project updates. The Planning Commission reviewed and considered the Final EIR, which includes the Draft EIR and the C&R document, and all of the supporting information. The Final EIR provided augmented and updated information on many issues presented in the Draft EIR, including (but not limited to) the following topics: project description, plans and policies, land use, aesthetics, cultural and paleontological resources, transportation and circulation, noise and vibration, greenhouse gas emissions, recreation, utilities and service systems, hydrology and water quality, cumulative projects, and Project alternatives. This augmentation and update of information in the Draft EIR did not constitute new information or significantly alter any of the conclusions of the Draft EIR so as to trigger the need for recirculation of the Final EIR.

In certifying the Final EIR, the Planning Commission has determined that none of the factors are present that would necessitate recirculation of the Final EIR under CEQA Guidelines Section 15088.5. The Final EIR contains no information revealing (1) any new significant environmental impact that would result from the Project or from a new mitigation measure proposed to be



implemented, (2) any substantial increase in the severity of a previously identified environmental impact, (3) any feasible Project alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Project, but that was rejected by the Project's proponents, or (4) that the Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. This Commission concurs in that determination.

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

## **D. Approval Actions**

Under San Francisco's Administrative Code Chapter 31 procedures, the San Francisco Planning Commission certifies the Final EIR as complete and all approving bodies subject to CEQA adopt CEQA findings at the time of the approval actions. Anticipated approval actions are listed below.

### ***1. San Francisco Planning Commission***

- Approves General Plan consistency findings.

### ***2. San Francisco Public Utilities Commission***

- Approves the project, as described in these findings, and authorizes the General Manager or his designee to obtain necessary permits, consents, agreements and approvals. Approvals include, but are not limited to, awarding a construction contract, approving the Operating Agreement with the Partner Agencies, approving agreements with irrigators for groundwater well monitoring and mitigation and related agreements with the SFPUC's wholesale customers and CalWater regarding delivery of water from SFPUC's regional system as an interim mitigation action; and approving property rights acquisition and access agreements.

### ***3. San Francisco Board of Supervisors***

- Considers any appeal of the Planning Commission's certification of the Final EIR.
- Approves an allocation of bond monies to pay for implementation of the project.
- Approves property rights acquisition agreements.

### ***4. San Francisco Arts Commission***

- Approves the exterior design of structures on City property.

## *5. San Francisco Historic Preservation Commission*

- Reviews Memorandum of Understanding under federal Section 106 process of National Historic Preservation Act.

## *6. Other – Federal, State, and Local Agencies*

Implementation of the Project will involve consultation with or required approvals by other local, state, and federal regulatory agencies as listed below.

- **Federal Agencies.** Approvals by the United States Department of Veterans Affairs (“VA”) for installation and maintenance of well facilities at Sites 14 and 15; approval to demolish a building located adjacent to the SFPUC right-of-way and decommission pipelines; and Section 106 consultation for review and evaluation of project impacts on cultural resources under the National Historic Preservation Act. The VA’s approvals will be subject to separate environmental review under the National Environmental Policy Act.
- **State and Regional Agencies.** Approvals of state and regional agencies related to: water supply permits (California Department of Public Health, Drinking Water Field Operations Branch); waste discharge permits (Bay Area Regional Water Quality Control Board (“RWQCB”)); stormwater management permits (State Water Resources Control Board (“SWRCB”)); concurrence of compliance with Section 106 of the National Historic Preservation Act (State Historic Preservation Officer); permits for stationary equipment operation (Bay Area Air Quality Management District); biological resource management approvals (California Department of Fish and Wildlife (“CDFW”)); and encroachment permits and land acquisitions (California Department of Transportation (“Caltrans”) and Bay Area Rapid Transit District).
- **Local Agencies.** Approvals by local agencies, including the Operating Agreement with the Partner Agencies; easements and land acquisition agreements; encroachment permits for work on land owned by local agencies; permits for groundwater wells; and approvals related to implementation of mitigation measures, including without limitation, agreements with SFPUC wholesale customers regarding delivery of water from SFPUC’s regional system as an interim mitigation action. Local approving agencies, in addition to SFPUC wholesale customers, include: San Mateo County Transit District (“SamTrans”); Jefferson Elementary School District; San Mateo County; Town of Colma; and cities of Daly City, Millbrae, San Bruno and South San Francisco.

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

## E. Contents and Location of Records

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

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

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

The public hearing transcript, a copy of all letters regarding the Draft EIR received during the public review period, the administrative record, and background documentation for the Final EIR are available at the San Francisco Planning Department, 1650 Mission Street, San Francisco. **Jonas P. Ionin**, Commission Secretary, is the Custodian of Records for the Planning Department. Materials concerning approval of the Project and adoption of these findings are contained in SFPUC files, **SFPUC Project No. CUW30103** in the Bureau of Environmental Management, San Francisco Public Utilities Commission, 525 Golden Gate Avenue, San Francisco, California 94102. The Custodian of Records is **Kelley Capone**. All files have been available to the

Commission and the public for review in considering these findings and whether to approve the Project.

## **F. Findings about Significant Environmental Impacts and Mitigation Measures**

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

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

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

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

control. The impact numbers and mitigation measure numbers used in these findings reflect the information contained in the Final EIR.

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

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

Under CEQA, no mitigation measures are required for impacts that are less than significant (Public Resources Code, Section 21002; CEQA Guidelines, Sections 15126.4, subdivision (a)(3), 15091). Based on the evidence in the whole record of this proceeding, the SFPUC finds that the implementation of the Project will result in no impacts in the following areas: project-level impacts to population and housing<sup>1</sup>; wind and shadow; public services; and agriculture and forest resources. These subjects are not further discussed in these findings. The SFPUC further finds that implementation of the Project will not result in any significant impacts in the following areas and that these less-than-significant impacts, therefore, do not require mitigation.

### **Aesthetics**

- **Impact AE-2:** Project construction would not create a new source of substantial light that would adversely affect day or nighttime views in the area. (DEIR Section 5.3.3.4, Pages 5.3-76 to 5.3-78)
- **Impact AE-4:** Project operation would not create a new source of substantial light that would adversely affect day or nighttime views in the area. (DEIR Section 5.3.3.5, Pages 5.3-101 to 5.3-102)

### **Transportation and Circulation**

- **Impact TR-4:** Project operations and maintenance activities would not conflict with an applicable plan or policies regarding performance of the transportation system or alternative modes of transportation. (DEIR Section 5.6.3.5, Pages 5.6-58 to 5.6-60)

### **Noise and Vibration**

- **Impact NO-4:** Project construction would not result in a substantial temporary increase in ambient noise levels along construction haul routes. (DEIR Section 5.7.3.4, Pages 5.7-82 to 5.7-83)

### **Air Quality**

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<sup>1</sup> As part of the WSIP, the Project would contribute to the growth-inducing impacts considered in the WSIP PEIR. See Section IV.B of these Findings.

- **Impact AQ-1:** Construction of the Project would not conflict with or obstruct implementation of applicable air quality plans. (DEIR Section 5.8.3.4, Page 5.8-23)
- **Impact AQ-4:** Project construction activities would not create objectionable odors affecting a substantial number of people. (DEIR Section 5.8.3.4, Page 5.8-29)
- **Impact AQ-5:** Project operations would not violate air quality standards or contribute substantially to an existing air quality violation. (DEIR Section 5.3.8.5, Page 5.8-29)
- **Impact AQ-6:** Project operations would not expose sensitive receptors to substantial pollutant concentrations. (DEIR Section 5.8.3.5, Page 5.8-30)
- **Impact AQ-7:** Project operations would not create objectionable odors affecting a substantial number of people. (DEIR Section 5.8.3.5, Page 5.8-30)

### **Greenhouse Gas Emissions**

- **Impact GG-1:** Project construction would generate GHG emissions, but not at levels that would have a significant impact on the environment. (DEIR Section 5.9.3.4, Pages 5.9-8 to 5.9-9)
- **Impact GG-2:** Project operations would generate GHG emissions, but not at levels that would result in a significant impact on the environment. (DEIR Section 5.9.3.4, Page 5.9-10)
- **Impact C-GG:** The proposed Project would not result in a cumulatively considerable contribution to GHG emissions. (DEIR Section 5.9.3.4, Page 5.9-11)

### **Recreation**

- **Impact RE-1:** The Project would not remove or damage existing recreational resources during construction. (DEIR Section 5.11.3.4, Pages 5.11-15 to 5.11-17)
- **Impact RE-3:** The Project would not impair access to recreational resources during construction. (DEIR Section 5.11.3.4, Pages 5.11-25 to 5.11-27)
- **Impact RE-4:** The Project would not damage recreational resources during operation. (DEIR Section 5.11.3.5, Pages 5.11-27 to 5.11-28)
- **Impact RE-5:** The Project would not deteriorate the quality of the recreational experience during operation. (DEIR Section 5.11.3.5, Pages 5.11-28 to 5.11-31)
- **Impact RE-6:** Operation of the Project would not remove or damage recreational resources, impair access to, or deteriorate the quality of the recreational experience at Lake Merced. (DEIR Section 5.11.3.5, Pages 5.11-31 to 5.11-34)
- **Impact C-RE-1:** Construction and operation of the proposed Project would not result in significant cumulative impacts on recreational resources. (DEIR Section 5.11.3.6, Pages 5.11-34 to 5.11-37)

- **Impact C-RE-2:** Operation of the Project would not result in significant cumulative impacts on recreational resources at Lake Merced. (DEIR Section 5.11.3.6, Pages 5.11-38 to 5.11-40)

### Utilities and Service Systems

- **Impact UT-2:** Project construction would not exceed the capacity of wastewater treatment facilities, exceed wastewater treatment requirements, require or result in the construction of new or expansion of existing wastewater treatment facilities or stormwater drainage facilities, the construction of which could cause significant environmental effects. (DEIR Section 5.12.3.4, Pages 5.12-14 to 5.12-16)
- **Impact UT-3** Project construction would not result in adverse effects on solid waste landfill capacity. (DEIR Section 5.12.3.4, Pages 5.12-16 to 5.12-17)
- **Impact UT-5:** Project operation would not exceed the capacity of wastewater treatment facilities, exceed wastewater treatment requirements, or require or result in the construction of new, or expansion of existing, wastewater treatment facilities or stormwater drainage facilities, the construction of which could cause significant environmental effects. (DEIR Section 5.12.3.5, Pages 5.12-19 to 5.12-20)

### Biological Resources

- **Impact BI-6:** Operation of the Project would not adversely affect species identified as candidate, sensitive, or special-status wildlife species in local or regional plans, policies, or regulations, or by the CDFW or USFWS. (DEIR Section 5.14.3.6, Pages 5.14-84 to 5.14-85)

### Geology and Soils

- **Impact GE-1:** The Project would not be located on a geologic unit or soil that is unstable, or that would become unstable during construction. (DEIR Section 5.15.3.4, Page 5.15-19)
- **Impact GE-2:** The Project would not substantially change the topography or any unique geologic or physical features of the site(s). (DEIR Section 5.15.3.4, Page 5.15-20)
- **Impact GE-5:** The Project would not be located on corrosive or expansive soil, creating substantial risks to life or property. (DEIR Section 5.15.3.5, Pages 5.15-25 to 5.15-26)
- **Impact C-GE-1:** Construction and operation of the proposed Project could result in significant impacts related to soils and geology. (DEIR Section 5.15.3.6, Page 5.15-26)

### Hydrology and Water Quality

- **Impact HY-3:** Project operation would not alter drainage patterns in such a manner that could result in degraded water quality or cause on- or off-site flooding. (DEIR Section 5.16.3.6, Pages 5.16-69 to 5.16-70)

- **Impact HY-4:** Project operation would not impede or redirect flood flows. (DEIR Section 5.16.3.6, Pages 5.16-70 to 5.16-71)
- **Impact HY-5** Project operation would not result in a violation of water quality standards or in the degradation of water quality from the discharge of groundwater during well maintenance. (DEIR Section 5.16.3.6, Pages 5.16-71 to 5.16-72)
- **Impact HY-7:** Project operation would not result in substantial land subsidence due to decreased groundwater levels in the Westside Groundwater Basin where the historical low water levels are exceeded. (DEIR Section 5.16.3.7, Pages 5.16-100 to 5.16-105)
- **Impact HY-8:** Project operation would not result in seawater intrusion due to decreased groundwater levels in the Westside Groundwater Basin. (DEIR Section 5.16.3.7, Pages 5.16-105 to 5.16-113)
- **Impact HY-10:** Project operation would not have a substantial adverse effect on water quality that could affect the beneficial uses of Pine Lake. (DEIR Section 5.16.3.7, Pages 5.16-127 to 5.16-128)
- **Impact HY-11:** Project operation would not have a substantial adverse effect on water quality that could affect the beneficial uses of Colma Creek, San Bruno Creek, Lomita Channel, or Millbrae Creek. (DEIR Section 5.16.3.7, Page 5.16-128)
- **Impact HY-12:** Project operation would not cause a violation of water quality standards due to mobilization of contaminants in groundwater from changing groundwater levels in the Westside Groundwater Basin. (DEIR Section 5.16.3.7, Pages 5.16-128 to 5.16-139)
- **Impact HY-13:** Project operation would not result in degradation of drinking water quality or groundwater quality relative to constituents for which standards do not exist. (DEIR Section 5.16.3.7, Pages 5.16-140 to 5.16-142)
- **Impact C-HY-3:** Operation of the proposed Project would not result in a cumulatively considerable contribution to cumulative impacts related to subsidence. (DEIR 5.16.3.8, Pages 5.16-152 to 5.16-153)
- **Impact C-HY-4** Operation of the proposed Project would not have a cumulatively considerable contribution to seawater intrusion. (DEIR Section 5.16.3.8, Pages 5.16-153 to 5.16-156)
- **Impact C-HY-6:** Operation of the proposed Project would not result in a cumulatively considerable contribution to cumulative impacts related to water quality standards. (DEIR Section 5.16.3.8, Pages 5.16-159 to 5.16-160)
- **Impact C-HY-7:** Operation of the proposed Project would not result in a cumulatively considerable contribution to cumulative impacts related to water quality degradation. (DEIR Section 5.16.3.8, Pages 5.16-160 to 5.16-161)

## **Hazards and Hazardous Materials**



- **Impact HZ-1:** The Project would not create a significant hazard to the public or the environment related to transport, use, or disposal of hazardous materials during construction. (DEIR Section 5.17.3.4, Page 5.17-27)
- **Impact HZ-4:** The Project would not create a hazard to the public or environment from the routine transport, use, or disposal of hazardous materials or accidental release of hazardous materials during operation. (DEIR Section 5.17.3.5, Pages 5.17-36 to 5.17-38)
- **Impact HZ-5:** The Project would not result in impacts from the emission or use of hazardous materials within 0.25 mile of a school during operation. (DEIR Section 5.17.3.5, Pages 5.17-38 to 5.17-39)
- **Impact HZ-6:** The Project would not result in a safety hazard for people residing or working in the vicinity of a public use airport. (DEIR Section 5.17.3.5, Page 5.17-39)
- **Impact HZ-7:** The Project would not expose people or structures to a significant risk of loss, injury, or death involving fires. (DEIR Section 5.17.3.5, Pages 5.17-39 to 5.17-40)

#### **Mineral and Energy Resources**

- **Impact ME-1:** The Project would not encourage activities that result in the use of large amounts of fuel and energy in a wasteful manner during construction. (DEIR Section 5.18.3.4, Page 5.18-8)
- **Impact ME-2:** The Project would not encourage activities that result in the use of large amounts of fuel and energy in a wasteful manner during operation. (DEIR Section 5.18.3.5, Pages 5.18-8 to 5.18-11)
- **Impact C-ME:** Construction and operation of the proposed Project would not result in a cumulatively considerable contribution to cumulative impacts related to mineral and energy resources. (DEIR Section 5.18.3.6, Pages 5.18-11 to 5.18-12)

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

CEQA requires agencies to adopt mitigation measures that would avoid or substantially lessen a project's identified significant impacts or potentially significant impacts if such measures are feasible (unless mitigation to such levels is achieved through adoption of a project alternative). The findings in this Section III and in Section IV concern mitigation measures set forth in the EIR. These findings discuss mitigation measures as proposed in the EIR and recommended for adoption by the SFPUC, which the SFPUC can implement. The mitigation measures proposed for adoption in this section and referenced following each Project impact discussed in this Section III, are the same as the mitigation measures identified in the Final EIR for the project. The full explanation of potentially significant environmental impacts is contained in Chapters 5 and 9

(Section 9.3) of the Final EIR and in text changes to Chapter 5 in Chapter 9 (Section 9.5) of the Final EIR. The full text of each mitigation measure listed in this section is contained in the Final EIR and in **Attachment B, the MMRP**. Attachment B identifies the SFPUC as the agency responsible for the implementation of all mitigation measures and establishes monitoring actions and a monitoring schedule.

This Commission recognizes that some of the mitigation measures as explained below are partially within the jurisdiction of other agencies, including the VA; CDFW; SWRCB, RWQCB, Caltrans, SamTrans, San Mateo County, the Town of Colma, the cities of Daly City, Millbrae, San Bruno, and South San Francisco; SamTrans; and the San Francisco Planning Department. The San Francisco Planning Department already has approved the Project and adopted the mitigation measures partially within its jurisdiction: **Mitigation Measure M-CR-2: Discovery of Archaeological Resources; Mitigation Measure M-CR-3: Suspend Construction Work if a Paleontological Resource is Identified; Mitigation Measure M-CR-4: Accidental Discovery of Human Remains; and Mitigation Measure M-HY-6: Ensure Irrigators' Wells Are Not Prevented from Supporting Existing or Planned Land Use(s) Due to Project Operation**. The Commission urges these remaining agencies to assist in implementing these mitigation measures, and finds that these agencies can and should participate in implementing these mitigation measures.

The Commission adopts all of the mitigation measures proposed for the Project. The Commission finds that all of the mitigation measures are appropriate and feasible and that changes or alterations will be required in, or incorporated into, the Project that mitigate or avoid the significant environmental effects as identified in the Final EIR. The Commission finds that for the reasons set forth in the Final EIR and elsewhere in the record, the impacts identified in this section would be reduced to a *less-than-significant* level through implementation of the mitigation measures identified in this section. For each impact identified below, the impact statement for each impact identifies the sites where the impact will be less than significant with the implementation of the listed mitigation measures. The title of the mitigation measure or measures listed after each impact statement follow the approach used in the Final EIR and indicate all sites where the mitigation measure or measures will be implemented as a result of *any* GSR Project impact and not just the sites that will cause the impact listed immediately above. If a site is not listed in the impact statement, either it will have no impact or a less than significant impact for that particular identified impact.

## A. Project Impacts

### Land Use

- **Impact LU-2:** Project operations would result in substantial long-term or permanent impacts on the existing character or disrupt or displace land uses. (Sites 1, 5, 9, 18, Westlake Pump Station) (DEIR Section 5.2.3.5, Pages 5.2-35 to 5.2-38)

By requiring the design of the facilities to meet a performance standard of 50 dBA Leq, achieved by incorporating into the design such measures as additional sound insulation

and weatherstripping, implementation of Mitigation Measure M-NO-5 would reduce noise levels from Project operations to *less-than-significant* levels.

- **Mitigation Measure M-NO-5: Operational Noise Control Measures (Sites 1, 5, 7, 9, 12, 18, Westlake Pump Station)**

### **Aesthetics**

- **Impact AE-3:** Project operation would have a substantial adverse impact on a scenic vista, resource, or on the visual character of a site or its surroundings. (Sites 4, 7, 14, 15, 18) (DEIR Section 5.3.3.5, Pages 5.3-79 to 5.3-99)

Implementation of Mitigation Measures M-AE-3a, M-CR-5a and M-CR-5b would reduce the aesthetic impact of siting well facilities at Sites 4, 7, 14, 15 and 18 to *less-than-significant* levels: Mitigation Measure M-AE-3a would screen views of these well facilities; Mitigation Measure M-CR-5a would require at Site 14 the development of an architectural design compatible with the Golden Gate National Cemetery (“GGNC”); Mitigation Measure M-CR-5b would require at Site 15 the development of a compatible architectural design more closely resembling the existing GGNC maintenance and operations buildings, minimizing the dimensions of the well facility to the extent practicable, moving the structure further away from the auxiliary entrance, and using landscaping that would be in visual harmony with the site’s surroundings.

- **Mitigation Measure M-AE-3a: Implement Landscape Screening (Sites 4,7,18)**
- **Mitigation Measure M-CR-5a: Minimize Facilities Siting Impacts on Elements of the Historical Resource at Site 14**
- **Mitigation Measure M-CR-5b: Minimize Facilities Siting Impacts on Elements of the Historical Resource at Site 15**

This Commission recognizes that Mitigation Measures M-CR-5a and M-CR-5b are partially within the jurisdiction of the Veterans Affairs. This Commission urges the Veterans Affairs to assist in implementing these mitigation measures and finds that the Veterans Affairs can and should participate in implementing these mitigation measures.

- **Impact C-AE-1:** Construction and operation of the proposed Project could result in a cumulatively considerable contribution to cumulative impacts related to scenic resources and visual character. (Sites 12 and 13) (DEIR Section 5.3.3.6, Pages 5.3-102 to 5.3-104)

The GSR Project’s cumulative contribution to construction-period impacts on the visual quality would be reduced to a *less-than-significant* level with implementation of Mitigation Measures M-AE-1a, M-AE-1b, and M-AE-1c. These mitigation measures would ensure that the construction areas at Sites 12 and 13 are maintained by storing construction materials and equipment generally away from public view, removing construction debris promptly at regular intervals, and minimizing tree removal.

- **Mitigation Measure M-AE-1a: Site Maintenance (Sites 4, 7, 12, 13, 14, 15, 18)**

- **Mitigation Measure M-AE-1b: Tree Protection Measures (Sites 3, 4, 7, 10, 11, 12, 13, 14, 15, 17)**
- **Mitigation Measure M-AE-1c: Develop and Implement a Tree Replanting Plan (Site 12)**

### **Cultural and Paleontological Resources**

- **Impact CR-1:** Project construction could cause an adverse change in the significance of a historical resource. (Sites 14 and 15) (DEIR Section 5.5.3.4, Pages 5.5-48 to 5.5-53)

Implementation of Mitigation Measures M-CR-1a, M-CR-1b, and M-NO-2 would reduce potential construction impacts on the historical resources at Sites 14 and 15 to *less-than-significant* levels by requiring the SFPUC and its contractors to implement physical and administrative measures to protect elements of the historical resources during construction, and by requiring the construction of pipelines within 25 feet of the structures near Site 15 to use either non-vibratory means of compaction or controlled low strength materials (CLSM) as backfill so that compaction is not necessary, thereby reducing significant vibration levels near the building to below the significance threshold of 0.25 in/sec PPV.

- **Mitigation Measure M-CR-1a: Minimize Construction-related Impacts to Elements of the Historical Resource at Site 14**
- **Mitigation Measure M-NO-2: Reduce Vibration Levels during Construction of Pipelines (Sites 3, 4, 12, 15, 18)**
- **Mitigation Measure M-CR-1b: Minimize Construction-related Impacts to Elements of the Historical Resource at Site 15**

This Commission recognizes that Mitigation Measure M-CR-1a is partially within the jurisdiction of the Veterans Affairs. This Commission urges the Veterans Affairs to assist in implementing this mitigation measure and finds that the Veterans Affairs can and should participate in implementing this mitigation measure.

- **Impact CR-2:** Project construction could cause an adverse change in the significance of an archeological resource (All Sites except Westlake Pump Station) (DEIR Section 5.5.3.4, Pages 5.5-53 to 5.5-55)

Implementation of Mitigation Measure M-CR-2 would reduce impacts on any previously unrecorded and buried (or otherwise obscured) archaeological deposits to *less-than-significant* levels by requiring the SFPUC and its contractors to adhere to appropriate procedures and protocols for minimizing such impacts, in the event that a possible archaeological resource is discovered during construction activities associated with the Project.

- **Mitigation Measure M-CR-2: Discovery of Archaeological Resources (All Sites except Westlake Pump Station)**

- **Impact CR-3:** Project construction could result in a substantial adverse effect by destroying a unique paleontological resource or site (All Sites except Westlake Pump Station and Site 9) (DEIR Section 5.5.3.4, Pages 5.5-56 to 5.5-57)

Implementation of Mitigation Measure M-CR-3 would reduce the Project’s potential construction-related impacts on paleontological resources to *less-than-significant* level by requiring that construction work be temporarily halted or diverted in the event of a paleontological resource discovery, as well as avoidance or salvage of any significant paleontological resources.

- **Mitigation Measure M-CR-3: Suspend Construction Work if a Paleontological Resource is Identified (All Sites except Westlake Pump Station and Site 9)**
- **Impact CR-4.** Project construction could result in a substantial adverse effect related to the disturbance of human remains. (All Sites except Westlake Pump Station) (DEIR Section 5.5.3.4, Pages 5.5-57 to 5.5-58)

Mitigation Measure M-CR-4 would reduce impacts on buried human remains that may be accidentally discovered during Project construction activities to a *less-than-significant* level by requiring the SFPUC to adhere to appropriate excavation, removal, recordation, analysis, custodianship, and final disposition protocols.

- **Mitigation Measure M-CR-4: Accidental Discovery of Human Remains (All Sites except Westlake Pump Station)**
- **Impact CR-5.** Project facilities could cause an adverse change in the significance of a historical resource. (Sites 14, 15) (DEIR Section 5.5.4, Pages 5.5-58 to 5.5-63)

Implementation of Mitigation Measure M-CR-5a would reduce impacts on historic resources to a *less-than-significant* level at Site 14 by screening the new structure, decreasing its prominence on the existing landscape among the headstones, and allowing for a design compatible with the overall site. Implementation of Mitigation Measures M-CR-5b would reduce impacts on historic resources to a *less-than-significant* level at Site 15 by implementing measures to relocate or redesign Project facilities at the site to be in accordance with the *Secretary of the Interior’s Standards for Rehabilitation*.

- **Mitigation Measure M-CR-5a: Minimize Facilities Siting Impacts on Elements of the Historical Resource at Site 14**
- **Mitigation Measure M-CR-5b: Minimize Facilities Siting Impacts on Elements of the Historical Resource at Site 15**

This Commission recognizes that Mitigation Measures M-CR-5a and M-CR-5b are partially within the jurisdiction of the Veterans Affairs. This Commission urges the Veterans Affairs to assist in implementing these mitigation measures and finds that the Veterans Affairs can and should participate in implementing these mitigation measures.

**Impact C-CR-1.** Construction of the proposed Project could result in a cumulatively considerable contribution to cumulative impacts on historical, archaeological, or

paleontological resources, or human remains. (All Sites except Westlake Pump Station) (DEIR Section 5.5.3.5, Pages 5.5-64 to 5.5-66)

See Impacts CR-2, CR-3 and CR-4. Implementation of the listed mitigation measures would reduce the Project's contribution to cumulative impacts on paleontological resources encountered during construction to a *less-than-significant* level.

- **Mitigation Measure M-CR-2: Discovery of Archeological Resources (All Sites except Westlake Pump Station)**
- **Mitigation Measure M-CR-3: Suspend Construction Work If a Paleontological Resource Is Identified (All Sites except Westlake Pump Station and Site 9)**
- **Mitigation Measure M-CR-4: Accidental Discovery of Human Remains (All Sites except Westlake Pump Station)**

### **Transportation and Circulation**

- **Impact TR-1.** The Project would conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system. (Sites 4, 5, 6, 7, 10, 12, 13, 14, 15, 17, 18, 19) (DEIR Section 5.6.3.4, Pages 5.6-20 to 5.6-43)

Implementation of Mitigation Measure M-TR-1 would reduce the potential traffic related impact to a *less-than-significant* level. This measure requires the SFPUC and/or its contractor to implement a traffic control plan to reduce potential impacts on traffic flows and safety hazards during construction activities.

- **Mitigation Measure M-TR-1: Traffic Control Plan (Sites 2, 4, 5, 6, 7, 10, 12, 13, 14, 15, 17, 18, 19)**

This Commission recognizes that Mitigation Measure M-TR-1 is partially within the jurisdiction of Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco. This Commission urges Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco to assist in implementing this mitigation measure and finds that Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco can and should participate in implementing this mitigation measure.

- **Impact TR-2.** The Project would temporarily impair emergency access to adjacent roadways and land uses during construction. (Sites 2, 5, 13) (DEIR Section 5.6.3.4, Pages 5.6-43 to 5.6-50)

Implementation of Mitigation Measure M-TR-1 would reduce the impact of blocked access to the businesses and offices to a *less-than-significant* level by requiring that access be maintained using steel trench plates, and that the contractor have ready at all times the means necessary to accommodate access by emergency vehicles to such properties, such as plating over excavations, short detours, and/or alternate routes.

- **Mitigation Measure M-TR-1: Traffic Control Plan (Sites 2, 4, 5, 6, 7, 10, 12, 13, 14, 15, 17, 18, 19)**

This Commission recognizes that Mitigation Measure M-TR-1 is partially within the jurisdiction of Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco. This Commission urges Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco to assist in implementing this mitigation measure and finds that Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco can and should participate in implementing this mitigation measure.

- **Impact TR-3.** The Project would temporarily decrease the performance and safety of public transit, bicycle, and pedestrian facilities during construction. (Sites 12, 13, 14, 15, 19) (DEIR Section 5.6.3.4, Pages 5.6-51 to 5.6-58)

Implementation of Mitigation Measure M-TR-1 would reduce the impact on sidewalk and pedestrian access to a *less-than-significant* level by maintaining, where safe, pedestrian access and circulation and detours in areas affected by Project construction.

- **Mitigation Measure M-TR-1: Traffic Control Plan (Sites 2, 4, 5, 6, 7, 10, 12, 13, 14, 15, 17, 18, 19)**

This Commission recognizes that Mitigation Measure M-TR-1 is partially within the jurisdiction of Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco. This Commission urges Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco to assist in implementing this mitigation measure and finds that Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco can and should participate in implementing this mitigation measure.

- **Impact C-TR-1.** Construction and operation of the proposed Project could result in a cumulatively considerable contribution to cumulative impacts related to transportation and circulation. (Sites 2, 4, 5, 6, 7, 10, 12, 13, 14, 15, 17, 18, 19) (DEIR Section 5.6.3.6, Pages 5.6-60 to 5.6-68)

See Impacts TR-2 and TR-3. In addition, implementation of Mitigation Measure M-C-TR-1 would ensure that the SFPUC and its contractor coordinate with other SFPUC construction projects in the region to avoid or minimize impacts on emergency access and on the safety of pedestrians and bicyclists during construction of the GSR Project. With implementation of these mitigation measures, the GSR Project's contribution to cumulative impacts related to impairing emergency access and hazards for alternative modes of transportation during construction would be reduced to a *less-than-significant* level.

- **Mitigation Measure M-TR-1: Traffic Control Plan (Sites 2, 4, 5, 6, 7, 10, 12, 13, 14, 15, 17, 18, 19)**
- **Mitigation Measure M-C-TR-1: Coordinate Traffic Control Plan with other SFPUC Construction Projects (Sites 2, 4, 5, 6, 7, 10, 12, 13, 14, 15, 17, 18, 19)**

This Commission recognizes that Mitigation Measure M-TR-1 is partially within the jurisdiction of Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco. This Commission urges Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco to assist in implementing this mitigation measure and finds that Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco can and should participate in implementing this mitigation measure.

### **Noise and Vibration**

- **Impact NO-2.** Project construction would result in excessive groundborne vibration. (Sites 3, 4, 12, 15, 18) (DEIR Section 5.7.3.4, Pages 5.7-48 to 5.7-50)

Mitigation Measure M-NO-2 requires that the construction of pipelines within 25 feet of the structures near Sites 3, 4, 12, 15, and 18 use either non-vibratory means of compaction or controlled low strength materials (CLSM) as backfill so that compaction is not necessary. Either of these pipeline construction methods would avoid significant vibration levels near the building. As a result, with implementation of Mitigation Measure M-NO-2 this groundborne vibration impact would be reduced to a *less-than-significant* level.

- **Mitigation Measure M-NO-2: Reduce Vibration Levels during Construction of Pipelines (Sites 3, 4, 12, 15, 18)**
- **Impact NO-5.** Operation of the Project would result in exposure of people to noise levels in excess of local noise standards or result in a substantial permanent increase in ambient noise levels in the Project vicinity. (Sites 1, Westlake Pump Station, 5, 7, 9, 12, 18) (DEIR Section 5.7.3.5, Pages 5.7-84 to 5.7-94)

See Impact LU-2.

- **Mitigation Measure M-NO-5: Operational Noise Control Measures (Sites 1, 5, 7, 9, 12, 18, Westlake Pump Station)**

### **Air Quality**

- **Impact AQ-2:** Emissions generated during construction activities would violate air quality standards and would contribute substantially to an existing air quality violation. (All sites) (DEIR Section 5.8.3.4, Pages 5.8-23 to 5.8-26)

Implementation of Mitigation Measures M-AQ-2a: BAAQMD Basic Construction Measures and M-AQ-2b would reduce fugitive dust emissions and NOx emissions to a *less-than-significant* level by requiring best management practices to minimize dust emissions and by requiring the construction contractors to use newer equipment or retrofitted equipment that would reduce construction NOx emissions at the alternate sites by 20 percent if alternative sites are constructed.

- **Mitigation Measure M-AQ-2a: BAAQMD Basic Construction Measures (All Sites)**



- **Mitigation Measure M-AQ-2b: NOX Reduction during Construction of Alternate Sites**
- **Impact AQ-3.** Project construction would expose sensitive receptors to substantial pollutant concentration (Site 5) (DEIR Section 5.8.3.4, Pages 5.8-27 to 5.8-29)

Implementation of Mitigation Measure M-AQ-3 would reduce this impact to a *less-than-significant* level by reducing TAC emissions below the significance threshold.

- **Mitigation Measure M-AQ-3: Construction Health Risk Mitigation (Site 5)**
- **Impact C-AQ-1.** Construction and operation of the proposed Project could result in a cumulatively considerable contribution to cumulative impacts related to air quality. (All Sites) (DEIR Section 5.8.3.6, Pages 5.8-31 to 5.8-32)

See Impact AQ-2. Implementation of the listed mitigation measures would reduce the Project's contribution to cumulative impacts to a *less-than-significant* level.

- **Mitigation Measure M-AQ-2a: BAAQMD Basic Construction Measures (All Sites)**
- **Mitigation Measure M-AQ-2b: NOX Reduction during Construction of Alternate Sites**

### Recreation

- **Impact RE-2.** The Project would deteriorate the quality of the recreational experience during construction. (Sites 1, 2, 4) (DEIR Section 5.11.3.4, Pages 5.11-17 to 5.11-24)

Implementation of Mitigation Measure M-AQ-2a would reduce this recreation impact to a *less-than-significant* level with implementation of dust control measures and equipment and vehicle best management practices.

- **Mitigation Measure M-AQ-2a: BAAQMD Basic Construction Measures (All Sites)**

### Utilities and Service Systems

- **Impact UT-1:** Project construction could result in potential damage to or temporary disruption of existing utilities during construction. (All Sites) (DEIR Section 5.12.3.4, Pages 5.12-10 to 5.12-14)

Implementation of Mitigation Measures M-UT-1a, M-UT-1b, M-UT-1c, M-UT-1d, M-UT-1e, M-UT-1f, M-UT-1g, M-UT-1h, and M-UT-1i would reduce impacts related to the potential disruption and relocation of utility operations or accidental damage to existing utilities to a *less-than-significant* level by requiring that the SFPUC and/or its contractor(s) identify the potentially affected lines in advance, coordinate with utility service providers to minimize the risk of damage to existing utility lines, protect lines in place to the extent possible or temporarily reroute lines if necessary, and take special precautions when working near high-priority utility lines (e.g., gas transmission lines).

- **Mitigation Measure M-UT-1a: Confirm Utility Line Information (All Sites)**
- **Mitigation Measure M-UT-1b: Safeguard Employees from Potential Accidents Related to Underground Utilities (All Sites)**
- **Mitigation Measure M-UT-1c: Notify Local Fire Departments (All Sites)**
- **Mitigation Measure M-UT-1d: Emergency Response Plan (All Sites)**
- **Mitigation Measure M-UT-1e: Advance Notification (All Sites)**
- **Mitigation Measure M-UT-1f: Protection of Other Utilities during Construction (All Sites)**
- **Mitigation Measure M-UT-1g: Ensure Prompt Reconnection of Utilities (All Sites)**
- **Mitigation Measure M-UT-1h: Avoidance of Utilities Constructed or Modified by Other SFPUC Projects (All Sites)**
- **Mitigation Measure M-UT-1i: Coordinate Final Construction Plans with Affected Utilities (All Sites)**
- **Impact UT-4:** Project construction could result in a substantial adverse effect related to compliance with federal, State, and local statutes and regulations pertaining to solid waste. (All Sites) (DEIR Section 5.12.3.4, Pages 5.12-17 to 5.12-18)

Implementation of Mitigation Measure M-UT-4 would mitigate this impact to a *less-than-significant* level by requiring the construction contractor to prepare and implement a waste management plan.

- **Mitigation Measure M-UT-4: Waste Management Plan (All Sites)**
- **Impact C-UT-1:** Construction and operation of the proposed Project could result in a cumulatively considerable contribution to cumulative impacts related to utilities and service systems. (All Sites) (DEIR Section 5.12.3.6, Pages 5.12-20 to 5.12-24)

See Impacts UT-1 and UT-4. Implementation of the listed mitigation measures would reduce the Project's contribution to cumulative impacts on utilities and service systems to a *less-than-significant* level.

- **Mitigation Measure M-UT-1a: Confirm Utility Line Information (All Sites)**
- **Mitigation Measure M-UT-1b: Safeguard Employees from Potential Accidents Related to Underground Utilities (All Sites)**
- **Mitigation Measure M-UT-1c: Notify Local Fire Departments (All Sites)**
- **Mitigation Measure M-UT-1d: Emergency Response Plan (All Sites)**

- **Mitigation Measure M-UT-1e: Advance Notification (All Sites)**
- **Mitigation Measure M-UT-1f: Protection of Other Utilities during Construction (All Sites)**
- **Mitigation Measure M-UT-1g: Ensure Prompt Reconnection of Utilities (All Sites)**
- **Mitigation Measure M-UT-1h: Avoidance of Utilities Constructed or Modified by Other SFPUC Projects (All Sites)**
- **Mitigation Measure M-UT-1i: Coordinate Final Construction Plans with Affected Utilities (All Sites)**
- **Mitigation Measure M-UT-4: Waste Management Plan (All Sites)**

### **Biological Resources**

- **Impact BR-1.** Project construction would adversely affect candidate, sensitive, or special-status species. (All Sites) (DEIR Section 5.14.3.4, Pages 5.14-53 to 5.14-58)

Implementation of Mitigation Measures M-BR-1a, M-BR-1b, M-BR-1c and M-BR-1d would reduce construction impacts on special-status and migratory birds, special status bat species, and monarch butterflies to a *less-than-significant* level by (1) requiring pre-construction surveys by a qualified biologist to determine whether special-status or migratory bird nests are present at or near the well facility sites and implementing related protection measures; (2) requiring pre-construction surveys and the avoidance of disturbance to roosting bats; (3) conducting surveys and installing bat exclusion devices; and (4) requiring an inspection by a qualified biologist prior to the limbing or felling of trees or the initiation of construction activities on these sites, whichever comes first; and by delaying construction at a particular site if overwintering congregations of monarch butterflies are identified on site or nearby.

- **Mitigation Measure M-BR-1a: Protection Measures during Construction for Special status Birds and Migratory Passerines and Raptors (All Sites)**
- **Mitigation Measure M-BR-1b: Protection Measures for Special-status Bats during Tree Removal or Trimming (Sites 1, 3, 4, 7, 10, 11, 12, 15, 16)**
- **Mitigation Measure M-BR-1c: Protection Measures during Structure Demolition for Special-status Bats (Site 1)**
- **Mitigation Measure M-BR-1d: Monarch Butterfly Protection Measures (Sites 1, 3, 7, 10, 12)**

This Commission recognizes that Mitigation Measure M-BR-1a is partially within the jurisdiction of the California Department of Fish and Wildlife. This Commission urges the California Department of Fish and Wildlife to assist in implementing this mitigation measure and finds that the California Department of Fish and Wildlife can and should participate in implementing this mitigation measure.

- **Impact BR-2.** Project construction could adversely affect riparian habitat or other sensitive natural communities. (Site 1) (DEIR Section 5.14.3.4, Pages 5.14-58 to 5.14-69)

Implementation of Mitigation Measure M-HY-1 and M-BR-2 would reduce the potential impacts on riparian habitat at Site 1 to *less-than-significant* levels by requiring the installation of temporary fencing to demarcate the boundary for construction activities at this site and by protecting the area from construction-related runoff and sedimentation.

- **Mitigation Measure M-HY-1: Develop and Implement a Storm Water Pollution Prevention Plan ("SWPPP") or an Erosion and Sediment Control Plan (All Sites)**
- **Mitigation Measure M-BR-2: Avoid Disturbance to Riparian Habitat (Site 1)**

This Commission recognizes that Mitigation Measure M-HY-1 is partially within the jurisdiction of SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco. This Commission urges SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco to assist in implementing this mitigation measure and finds that SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco can and should participate in implementing this mitigation measure.

- **Impact BR-3.** The Project would impact jurisdictional wetlands or waters of the United States. (Sites 8, 9, 11) (DEIR Section 5.14.3.4, Pages 5.14-69 to 5.14-73)

Implementation of Mitigation Measure M-HY-1 would reduce impacts to *less-than-significant* levels by protecting the area from construction related runoff and sedimentation.

- **Mitigation Measure M-HY-1: Develop and Implement a Storm Water Pollution Prevention Plan ("SWPPP") or an Erosion and Sediment Control Plan (All Sites)**

This Commission recognizes that Mitigation Measure M-HY-1 is partially within the jurisdiction of SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco. This Commission urges SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco to assist in implementing this mitigation measure and finds that SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco can and should participate in implementing this mitigation measure.

- **Impact BR-4.** Project construction would conflict with local tree preservation ordinances. (Sites 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 17, 18) (DEIR Section 5.14.3.4, Pages 5.14-73 to 5.14-79)

Implementation of Mitigation Measures M-BR-4a, M-BR-4b, and M-AE-1b would reduce to *less-than-significant* levels any impacts due to a conflict with local tree preservation ordinance by minimizing impacts on protected trees and requiring replacement trees for protected trees that are removed, in substantial accordance with local jurisdiction requirements.

- **Mitigation Measure M-BR-4a: Identify Protected Trees (Sites 3, 4, 7, 10, 11, 12, 13, 14, 15, 17)**
- **Mitigation Measure M-BR-4b: Protected Tree Replacement (Sites 4, 7, 9, 12, 15, 18)**
- **Mitigation Measure M-AE-1b: Tree Protection Measures (Sites 3, 4, 7, 10, 11, 12, 13, 14, 15, 17)**

This Commission recognizes that Mitigation Measure M-BR-4b is partially within the jurisdiction of San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno and South San Francisco. This Commission urges the San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno and South San Francisco to assist in implementing this mitigation measure and finds that the San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno and South San Francisco can and should participate in implementing this mitigation measure.

- **Impact BR-5. Project operations could adversely affect candidate, sensitive, or special-status species.** (Sites 1, 7, 12, 18, Westlake Pump Station) (DEIR Section 5.14.3.5, Pages 5.14-79 to 5.14-82)

Implementation of Mitigation Measure M-NO-5 would reduce this potential impact on sensitive biological resources to a *less-than-significant* level by requiring noise reduction measures at the site.

- **Mitigation Measure M-NO-5: Operational Noise Control Measures (Sites 1, 5, 7, 9, 12, 18, Westlake Pump Station)**
- **Impact BR-7: Operation of the Project could adversely affect sensitive habitat types associated with Lake Merced.** (All Sites) (DEIR Section 5.14.3.6, Pages 5.14-85 to 5.14-89)

Implementation of Mitigation Measures M-BR-7, M-HY-9a and M-HY-9b requires the SFPUC to implement lake level management procedures to maintain Lake Merced at water levels due to the Project. Implementation of these mitigation measures would reduce impacts on sensitive habitat at Lake Merced to a *less-than-significant* level.

- **Mitigation Measure M-HY-9a: Lake Level Monitoring and Modeling for Lake Merced**
- **Mitigation Measure M-HY-9b: Lake Level Management for Lake Merced**
- **Mitigation Measure M-BR-7: Lake Level Management for Water Level Increases for Lake Merced**

This Commission recognizes that Mitigation Measure M-BR-7 is partially within the jurisdiction of Daly City. This Commission urges Daly City to assist in implementing this mitigation measure and finds that Daly City can and should participate in implementing this mitigation measure.

- **Impact BR-8:** Operation of the Project could adversely affect wetland habitats and other waters of the United States associated with Lake Merced. (All Sites) (DEIR Section 5.14.3.6, Pages 5.14-90 to 5.14-97)

Implementation of Mitigation Measure M-HY-9a, M-HY-9b, and M-BR-8 would reduce impacts on wetland habitats and other waters of the United states associated with Lake Merced to *less-than-significant* levels by requiring corrective actions if lake levels exceed the range of lake level changes shown in Table 5.14-16 (Lake Merced Water Surface Elevation Range that Results in a Predicted No-Net-Loss of Wetlands), due to the Project (i.e., the right-hand column).

- **Mitigation Measure M-HY-9a: Lake Level Monitoring and Modeling for Lake Merced**
- **Mitigation Measure M-HY-9b: Lake Level Management for Lake Merced**
- **Mitigation Measure M-BR-8: Lake Level Management for No-Net-Loss of Wetlands for Lake Merced**

This Commission recognizes that Mitigation Measure M-BR-8 is partially within the jurisdiction of Daly City. This Commission urges Daly City to assist in implementing this mitigation measure and finds that Daly City can and should participate in implementing this mitigation measure.

- **Impact BR-9:** Operation of the Project could adversely affect native wildlife nursery sites associated with Lake Merced. (All Sites) (DEIR Section 5.14.3.6, Pages 5.14-97 to 5.14-100)

Implementation of Mitigation Measures M-HY-9a and M-BR-7 would reduce potential impacts on native wildlife nursery sites to *less-than-significant* levels through management of water levels to avoid Project-related losses of this habitat, along with other sensitive communities.

- **Mitigation Measure M-HY-9a: Lake Level Monitoring and Modeling for Lake Merced**
- **Mitigation Measure M-BR-7: Lake Level Management for Water Level Increases for Lake Merced**

This Commission recognizes that Mitigation Measure M-BR-7 is partially within the jurisdiction of Daly City. This Commission urges Daly City to assist in implementing this mitigation measure and finds that Daly City can and should participate in implementing this mitigation measure.

- **Impact C-BR-1: Construction and operation of the proposed Project could result in significant cumulative impacts related to biological resources.** (All Sites) (DEIR Section 5.14.3.7, Pages 5.14-100 to 5.14-102)

See Impacts BR-1, BR-2, BR-3, and BR-4. Implementation of the listed mitigation measures would reduce the GSR Project's contribution to cumulative temporary impacts on biological resources to a *less-than-significant* level.

- **Mitigation Measure M-BR-1a: Protection Measures during Construction for Special status Birds and Migratory Passerines and Raptors (All Sites)**
- **Mitigation Measure M-BR-1b: Protection Measures for Special-status Bats during Tree Removal or Trimming (Sites 1, 3, 4, 7, 10, 11, 12, 15, 16)**
- **Mitigation Measure M-BR-1c: Protection Measures during Structure Demolition for Special-status Bats (Site 1)**
- **Mitigation Measure M-BR-1d: Monarch Butterfly Protection Measures (Sites 1, 3, 7, 10, 12)**
- **Mitigation Measure M-BR-2: Avoid Disturbance to Riparian Habitat (Site 1)**
- **Mitigation Measure M-BR-4a: Identify Protected Trees (Sites 3, 4, 7, 10, 11, 12, 13, 14, 15, 17)**
- **Mitigation Measure M-BR-4b: Protected Tree Replacement (Sites 4, 7, 9, 12, 15, 18)**
- **Mitigation Measure M-AE-1b: Tree Protection Measures (Sites 3, 4, 7, 10, 11, 12, 13, 14, 15, 17)**
- **Mitigation Measure M-HY-1: Develop and Implement a Storm Water Pollution Prevention Plan ("SWPPP") or an Erosion and Sediment Control Plan (All Sites)**

This Commission recognizes that Mitigation Measure M-BR-1a is partially within the jurisdiction of CDFW, Mitigation Measure M-BR-4b is partially within the jurisdiction of San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco; and Mitigation Measure M-HY-1 is partially within the jurisdiction of SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco. This Commission urges CDFW, SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco to assist in implementing these mitigation measures and finds that CDFW, SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco can and should participate in implementing these mitigation measures.

- **Impact C-BR-2: The Project would result in cumulative construction or operational impacts related to special-status species, riparian habitat, sensitive communities,**

wetlands, or waters of the United States, or compliance with local policies and ordinances protecting biological resources at Lake Merced. (All Sites) (DEIR Section 5.14.3.7, Pages 5.14-103 to 5.14-106)

See Impact BR-7. Implementation of the listed mitigation measures would reduce the GSR Project's contribution to cumulative impacts on Vancouver rye grassland and fisheries and fish habitat at Lake Merced to *less-than-significant* levels.

- **Mitigation Measure M-HY-9a: Lake Level Monitoring and Modeling for Lake Merced**
- **Mitigation Measure M-HY-9b: Lake Level Management for Lake Merced**
- **Mitigation Measure M-BR-7: Lake Level Management for Water Level Increases for Lake Merced**

This Commission recognizes that Mitigation Measure M-BR-7 is partially within the jurisdiction of Daly City. This Commission urges Daly City to assist in implementing this mitigation measure and finds that Daly City can and should participate in implementing this mitigation measure.

### **Geology and Soils**

- **Impact GE-3:** The Project would expose people or structures to substantial adverse effects related to the risk of property loss, injury, or death due to fault rupture, seismic groundshaking, or landslides. (All Sites) (DEIR Section 5.15.3.5, Pages 5.15-20 to 5.15-22)

Mitigation Measure M-GE-3 (Conduct Site-Specific Geotechnical Investigations and Implement Recommendations) would reduce the impact of seismic ground shaking, as well as settlement (see Impact GE-4), on well facilities to a *less-than-significant* level by requiring facilities to be designed and constructed in conformance with specific recommendations contained in design-level geotechnical studies, such as site-specific seismic design parameters and lateral earth pressures, use of engineered fill, and subgrade preparations for foundations systems and floor slabs.

- **Mitigation Measure M-GE-3: Conduct Site-Specific Geotechnical Investigations and Implement Recommendations (All Sites)**
- **Impact GE-4:** The Project would be located on a geologic unit or soil that is unstable, or that would become unstable. (Sites 1, 5, 8, 12, 13, 14, 15, 16, 17, and 19) (DEIR Section 5.15.3.5, Pages 5.15-23 to 5.15-25)

Mitigation Measure M-GE-3 (Conduct Site-Specific Geotechnical Investigations and Implement Recommendations) would reduce the impact of settlement on these well facilities to a *less-than-significant* level by requiring facilities to be designed and constructed in conformance with specific recommendations contained in design-level geotechnical studies, such as over-excavation of artificial materials, re-compaction with moisture treated engineered fill, supporting structures on structurally rigid mat



foundations, post-tensioning to reinforce and increase structural rigidity, and using flexible pipe connections.

- **Mitigation Measure M-GE-3: Conduct Site-Specific Geotechnical Investigations and Implement Recommendations (All Sites)**

### Hydrology and Water Quality

- **Impact HY-1:** Project construction activities would degrade water quality as a result of erosion or siltation caused by earthmoving activities or by the accidental release of hazardous construction chemicals during construction. (All Sites) (DEIR Section 5.16.3.5, Pages 5.16-62 to 5.16-66)

Mitigation Measure M-HY-1 (Develop and Implement a Storm Water Pollution Prevention Plan [SWPPP] or an Erosion and Sediment Control Plan) would reduce potential water quality impacts during Project construction activities to a *less-than-significant* level by requiring measures to control erosion and sedimentation of receiving water bodies and minimize the risk of hazardous materials releases to surface water bodies. At sites where more than one acre of land would be disturbed, compliance with the requirements of the NPDES General Permit for Storm Water Discharges Associated with Construction Activity would be required.

- **Mitigation Measure M-HY-1: Develop and Implement a Storm Water Pollution Prevention Plan (“SWPPP”) or an Erosion and Sediment Control Plan (All Sites)**

This Commission recognizes that Mitigation Measure M-HY-1 is partially within the jurisdiction of SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco. This Commission urges SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco to assist in implementing this mitigation measure and finds that SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco can and should participate in implementing this mitigation measure.

- **Impact HY-2:** Discharge of groundwater could result in minor localized flooding, violate water quality standards, and/or otherwise degrade water quality. (All sites except Westlake Pump Station) (DEIR Section 5.16.3.5, Pages 5.16-66 to 5.16-69)

Mitigation Measure M-HY-2 (Management of Well Development and Pump Testing Discharges) would reduce potential water quality impacts from well development and pump testing to a *less-than-significant* level by requiring the construction contractor to prepare and implement a Project-specific discharge plan that specifies how effluent would be managed to protect water quality.

- **Mitigation Measure M-HY-2: Management of Well Development and Pump Testing Discharges (All Sites except Westlake Pump Station)**

This Commission recognizes that Mitigation Measure M-HY-2 is partially within the jurisdiction of the RWQCB. This Commission urges the RWQCB to assist in

implementing this mitigation measure and finds that the RWQCB can and should participate in implementing this mitigation measure.

- **Impact HY-6:** Project operation would decrease the production rate of existing nearby irrigation wells due to localized groundwater drawdown within the Westside Groundwater Basin such that existing or planned land use(s) may not be fully supported. (All Sites) (DEIR Section 5.16.3.7, Pages 5.16-73 to 5.16-100; C&R Section 9.3.14, Pages 9.3.14-99 to 9.3.14-147)

Implementation of Mitigation Measure M-HY-6 would reduce impacts related to well interference, which may cause a decrease in production capacity at existing irrigation wells, to a *less-than-significant* level by conducting irrigation well monitoring and identifying a specific trigger level for each irrigation well at which time mitigation actions would be implemented. Mitigation Measure M-HY-6 includes having the SFPUC install a connection to the Regional Water System to allow the delivery of surface water if trigger levels are approached and well production capacity is decreased by the project operations. Mitigation Measure M-HY-6 includes actions by the SFPUC to reduce or redistribute project pumping based on identified trigger levels for each irrigation well. Mitigation Measure M-HY-6 also includes permanent mitigation actions that SFPUC would implement with the cooperation of irrigators to assure production rates are maintained at irrigation wells.

- **Mitigation Measure M-HY-6: Ensure Irrigators' Wells Are Not Prevented from Supporting Existing or Planned Land Use(s) Due to Project Operation**

This Commission recognizes that Mitigation Measure M-HY-6 is partially within the jurisdiction of San Mateo County. This Commission urges San Mateo County to assist in implementing this mitigation measure and finds that San Mateo County can and should participate in implementing this mitigation measure.

- **Impact HY-9:** Project operation could have a substantial, adverse effect on water quality that could affect the beneficial uses of Lake Merced. (All Sites) (DEIR Section 5.16.3.5, Pages 5.16-66 to 5.16-69)

Impacts related to water quality and associated beneficial uses of Lake Merced would be reduced to a *less-than-significant* level with implementation of Mitigation Measures M-HY-9a and M-HY-9b by requiring the SFPUC to implement lake level management procedures to maintain Lake Merced water levels above 0 feet City Datum. These procedures include the continuation of lake-level and groundwater monitoring; redistribution of pumping patterns or decreasing the Project pumping rate; or additions of supplemental water (either from the regional system water, treated stormwater, or recycled water), if available.

- **Mitigation Measure M-HY-9a: Lake Level Monitoring and Modeling for Lake Merced**
- **Mitigation Measure M-HY-9b: Lake Level Management for Lake Merced**

- **Impact HY-14:** Project operation may have a substantial adverse effect on groundwater depletion in the Westside Groundwater Basin over the very long term. (All Sites) (DEIR Section 5.16.3.7, Pages 5.16-142 to 5.16-146)

Mitigation Measure M-HY-14 would reduce impacts of the Project on long-term depletion of groundwater storage to less-than-significant levels by the SFPUC and the GSR Operating Committee requiring Project pumping to be restricted to extract only the volume of water in the SFPUC Storage Account, which would be adjusted to account for Basin storage losses.

- **Mitigation Measure M-HY-14: Prevent Groundwater Depletion**

- **Impact C-HY-1:** Project construction could result in a cumulatively considerable contribution to cumulative impacts on surface water hydrology and water quality. (All sites) (DEIR Section 5.16.3.8, Pages 5.16-147 to 5.16-149)

See Impacts HY-1 and HY-2. Implementation of the listed mitigation measures would reduce the Project's contribution to cumulative impacts associated with soil erosion and sedimentation and discharges of dewatering effluent to *less-than-significant* levels.

- **Mitigation Measure M-HY-1: Develop and Implement a Storm Water Pollution Prevention Plan ("SWPPP") or an Erosion and Sediment Control Plan (All Sites)**
- **Mitigation Measure M-HY-2: Management of Well Development and Pump Testing Discharges (All Sites except Westlake Pump Station)**

This Commission recognizes that Mitigation Measure M-HY-1 is partially within the jurisdiction of SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco and Mitigation Measure M-HY-2 is partially within the jurisdiction of the RWQCB. This Commission urges the SWRCB, RWQCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco to assist in implementing these mitigation measures and finds that the SWRCB, RWQCB San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco can and should participate in implementing these mitigation measures.

- **Impact C-HY-2:** Operation of the proposed Project would result in a cumulatively considerable contribution to cumulative impacts related to well interference. (All sites) (DEIR Section 5.16.3.8, Pages 5.16-149 to 5.16-152; C&R Section 9.3.14, Pages 9.3.14-99 to 9.3.14-147)

Implementation of Mitigation Measure M-HY-6 would reduce impacts related to well interference, which may cause a decrease in production capacity at existing irrigation wells, to a *less-than-significant* level by conducting irrigation well monitoring and identifying a specific trigger level for each irrigation well at which time mitigation actions would be implemented. Mitigation Measure M-HY-6 includes having the SFPUC install a connection to the Regional Water System to allow the delivery of surface water if trigger levels are approached and well production capacity is decreased by the project operations. Mitigation Measure M-HY-6 includes actions by the SFPUC to reduce or redistribute project pumping based on identified trigger levels for each irrigation well.

Mitigation Measure M-HY-6 also includes permanent mitigation actions that SFPUC would implement with the cooperation of irrigators to assure production rates are maintained at irrigation wells. Implementation of the listed mitigation actions would reduce the Project's contribution to cumulative impacts associated with well interference to *less-than-significant* levels.

- **Mitigation Measure M-HY-6: Ensure Irrigators' Wells Are Not Prevented from Supporting Existing or Planned Land Use(s) Due to Project Operation**

This Commission recognizes that Mitigation Measure M-HY-6 is partially within the jurisdiction of San Mateo County. This Commission urges San Mateo County to assist in implementing this mitigation measure and finds that San Mateo County can and should participate in implementing this mitigation measure.

- **Impact C-HY-5:** Operation of the proposed Project could have a cumulatively considerable contribution to cumulative impacts on beneficial uses of surface waters. (All Sites) (DEIR Section 5.16.3.8, Pages 5.16-156 to 5.16-159)

See Impact HY-9. Implementation of the listed mitigation measures would reduce the Project's contribution to cumulative impacts associated with beneficial uses of Lake Merced to *less-than-significant* levels.

- **Mitigation Measure M-HY-9a: Lake Level Monitoring and Modeling for Lake Merced**
- **Mitigation Measure M-HY-9b: Lake Level Management for Lake Merced**
- **Impact C-HY-8:** Operation of the proposed Project would have a cumulatively considerable contribution to a cumulative impact related to groundwater depletion effect. (All Sites) (DEIR Section 5.16.3.8, Pages 5.16-161—5.16-176)

See Impact HY-14. Implementation of Mitigation Measure M-HY-14 would reduce the Project's contribution to any potential long-term cumulative depletion of groundwater storage to a *less-than-significant* level.

- **Mitigation Measure M-HY-14: Prevent Groundwater Depletion**

This Commission recognizes that Mitigation Measure M-HY-14 is partially within the jurisdiction of the cities of Daly City and San Bruno. This Commission urges the cities of Daly City and San Bruno to assist in implementing this mitigation measure and finds that the cities of Daly City and San Bruno can and should participate in implementing this mitigation measure.

#### **Hazards and Hazardous Materials**

- **Impact HZ-2:** The Project would result in a substantial adverse effect related to reasonably foreseeable upset and accident conditions involving the release of

hazardous materials into the environment during construction. (All Sites) (DEIR Section 5.17.3.4, Pages 5.17-27 to 5.17-32)

The potential impact associated with release of hazardous materials during construction would be reduced to a *less-than significant* level with implementation of Mitigation Measures M-HZ-2a, M-HZ-2b, M-HZ-2c and M-HY-1 by requiring: (1) a preconstruction hazardous materials assessment within three months of construction to identify new hazardous materials sites or substantial changes in the extent of contamination at known groundwater contamination sites that could affect subsurface conditions at proposed well facility sites; (2) preparation of a site health and safety plan to protect construction worker health and safety; (3) a hazardous materials management plan to ensure that appropriate procedures are followed in the event that hazardous materials, including unanticipated hazardous materials, are encountered during project construction, and to ensure that hazardous materials are transported and disposed of in a safe and lawful manner; and (4) preparation and implementation of a storm water pollution prevention plan or an erosion and sediment control plan. See also Impact HY-1.

- **Mitigation Measure M-HZ-2a: Preconstruction Hazardous Materials Assessment (All Sites)**
- **Mitigation Measure M-HZ-2b: Health and Safety Plan (All Sites)**
- **Mitigation Measure M-HZ-2c: Hazardous Materials Management Plan (All Sites)**
- **Mitigation Measure M-HY-1: Develop and Implement a Storm Water Pollution Prevention Plan (“SWPPP”) or an Erosion and Sediment Control Plan (All Sites)**

This Commission recognizes that Mitigation Measure M-HZ-2c is partially within the jurisdiction of San Mateo County. This Commission urges San Mateo County to assist in implementing this mitigation measure and finds that San Mateo County can and should participate in implementing this mitigation measure.

- **Impact HZ-3:** The Project would result in impacts from the emission or use of hazardous materials within 0.25 mile of a school during construction. (Sites 2, 3, 4, 19 and Westlake Pump Station) (DEIR Section 5.17.3.4, Pages 5.17-33 to 5.17-36)

Implementation of Mitigation Measures M-HY-1 and M-HZ-2c would reduce impacts on Ben Franklin Intermediate School, Garden Village Elementary School, and R.W. Drake Preschool, due to emission or use of hazardous materials during construction, to a *less-than-significant* level by requiring measures for controlling non-stormwater (i.e., equipment maintenance and servicing requirements and equipment fueling requirements), waste, and potential hazardous materials pollution, which would also reduce the potential for the accidental release of hazardous construction chemicals, and by requiring the contractor to prepare a Hazards Materials Management Plan to ensure proper handling of all hazardous substances that are used during construction.

- **Mitigation Measure M-HY-1: Develop and Implement a Storm Water Pollution Prevention Plan [SWPPP] or an Erosion and Sediment Control Plan (All Sites)**
- **Mitigation Measure M-HZ-2c: Hazardous Materials Management Plan (All Sites)**

This Commission recognizes that Mitigation Measure M-HY-1 is partially within the jurisdiction of SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco. This Commission urges SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco to assist in implementing this mitigation measure and finds that SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco can and should participate in implementing this mitigation measure.

- **Impact C-HZ-1:** Construction and operation of the proposed Project could result in a cumulatively considerable contribution to cumulative impacts related to hazards and hazardous materials. (All Sites) (DEIR Section 5.17.3.6, Pages 5.17-40 to 5.17-45)

See Impact HZ-2. Implementation of the GSR Project’s contribution to cumulative impacts related to release of hazardous chemicals during construction would be reduced to a *less-than-significant* level with implementation of the listed mitigation measures.

- **Mitigation Measure M-HZ-2a: Preconstruction Hazardous Materials Assessment (All Sites)**
- **Mitigation Measure M-HZ-2b: Health and Safety Plan (All Sites)**
- **Mitigation Measure M-HZ-2c: Hazardous Materials Management Plan (All Sites)**
- **Mitigation Measure M-HY-1: Develop and Implement a Storm Water Pollution Prevention Plan (“SWPPP”) or an Erosion and Sediment Control Plan (All Sites)**

This Commission recognizes that Mitigation Measure M-HZ-2c is partially within the jurisdiction of San Mateo County. This Commission urges San Mateo County to assist in implementing this mitigation measure and finds that San Mateo County can and should participate in implementing this mitigation measure.

## **B. Impacts of Mitigation**

The Final EIR identified potentially significant secondary impacts that could result from construction activities associated with implementation of certain mitigation actions identified in Mitigation Measure M-HY-6. The Final EIR determined that mitigation measures identified to mitigate construction-related impacts of the Project would also mitigate construction-related impacts associated with implementation of these mitigation actions. In making these findings and adopting **Attachment B**, the **MMRP**, the Commission finds that application of Project mitigation

measures to the secondary impacts of implementing mitigation actions under Mitigation Measure M-HY-6 will reduce the impacts listed in this Section III to *less-than-significant* levels. **Attachment B**, the **MMRP**, includes **Table MMRP-2**, Mitigation Measures Applicable to Implementation of M-HY-6 Mitigation Actions. **Table MMRP-2** to the MMRP identifies which Project mitigation measures would apply to reduce the secondary impacts associated with construction activities undertaken to implement any of the identified mitigation actions in Mitigation Measure M-HY-6. This information is also summarized below and discussed in the DEIR Section 5.16, Pages 5.16-162 to 5.16-174 and in the C&R Section 9.5, Pages 9.5-63 to 9.5-72.

### **Land Uses**

- Impacts to recreational land uses at golf courses and visual quality or scenic views in golf courses or cemeteries. (**Mitigation Action #3: Replace Irrigation Water Source.**)
  - **Mitigation Measure M-AE-1a: Site Maintenance**
  - **Mitigation Measure M-NO-1: Noise Control Plan**
  - **Mitigation Measure M-AQ-2a: BAAQMD Basic Construction Measures**
  - **Mitigation Measure M-TR-1: Traffic Control Plan**

This Commission recognizes that Mitigation Measure M-TR-1 is partially within the jurisdiction of Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco. This Commission urges Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco to assist in implementing this mitigation measure and finds that Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco can and should participate in implementing this mitigation measure.

### **Aesthetics**

- Impacts due to view of construction equipment, vehicles and activities. (**Mitigation Action #3: Replace Irrigation Water Source; Mitigation Action #6: Lower Pump in Irrigation Well; Mitigation Action #7: Lower And Change Pump in Irrigation Well; Mitigation Action #8: Add Storage Capacity for Irrigation Supply Mitigation Action #9: Replace Irrigation Well.**)
  - **Mitigation Measure M-AE-1a: Site Maintenance**

### **Cultural and Paleontological Resources**

- Impacts due to constructing close to an historic resource. (**Mitigation Action #3: Replace Irrigation Water Source; Mitigation Action #8: Add Storage Capacity for Irrigation Supply; Mitigation Action #9: Replace Irrigation Well.**)

- **Mitigation Measure M-AE-3a: Implement Landscape Screening**
- Impacts from disturbance of archeological or paleontological resources. (**Mitigation Action #3: Replace Irrigation Water Source; Mitigation Action #8: Add Storage Capacity for Irrigation Supply; Mitigation Action #9: Replace Irrigation Well.**)
  - **Mitigation Measure M-CR-2: Discovery of Archaeological Resources**
  - **Mitigation Measure M-CR-3: Suspend Construction Work if a Paleontological Resource is Identified**
  - **Mitigation Measure M-CR-4: Accidental Discovery of Human Remains**

### **Transportation and Circulation**

- Temporary impacts to local roadway circulation. (**Mitigation Action #3: Replace Irrigation Water Source; Mitigation Action #6: Lower Pump in Irrigation Well; Mitigation Action #7: Lower And Change Pump in Irrigation Well; Mitigation Action #8: Add Storage Capacity for Irrigation Supply; Mitigation Action #9: Replace Irrigation Well.**)
  - **Mitigation Measure M-TR-1: Traffic Control Plan**

This Commission recognizes that Mitigation Measure M-TR-1 is partially within the jurisdiction of Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco. This Commission urges Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco to assist in implementing this mitigation measure and finds that Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco can and should participate in implementing this mitigation measure.

### **Noise and Vibration**

- Impacts from construction noise exceeding local noise standards or increasing ambient noise levels. (**Mitigation Action #3: Replace Irrigation Water Source (LSM); Mitigation Action #8: Add Storage Capacity for Irrigation Supply (LSM); Mitigation Action #9: Replace Irrigation Well (SUM, See Section IV, B).**)
  - **Mitigation Measure M-NO-1: Noise Control Plan**

### **Air Quality**

- Impacts during construction from fugitive dust or emissions of other criteria air pollutants. (**Mitigation Action #3: Replace Irrigation Water Source; Mitigation Action #8: Add Storage Capacity for Irrigation Supply; Mitigation Action #9: Replace Irrigation Well.**)
  - **Mitigation Measure M-AQ-2a: BAAQMD Basic Construction Measures**



## Utilities and Service Systems

- Impact from generation of solid waste. (**Mitigation Action #3: Replace Irrigation Water Source; Mitigation Action #8: Add Storage Capacity for Irrigation Supply; Mitigation Action #9: Replace Irrigation Well.**)
  - **Mitigation Measure M-UT-4: Waste Management Plan**
- Impacts from potential disruption and relocation of utilities or accidental damage to existing utilities. (**Mitigation Action #3: Replace Irrigation Water Source; Mitigation Action #8: Add Storage Capacity for Irrigation Supply; Mitigation Action #9: Replace Irrigation Well.**)
  - **Mitigation Measure M-UT-1a: Confirm Utility Line Information**
  - **Mitigation Measure M-UT-1b: Safeguard Employees from Potential Accidents Related to Underground Utilities**
  - **Mitigation Measure M-UT-1c: Notify Local Fire Departments**
  - **Mitigation Measure M-UT-1d: Emergency Response Plan**
  - **Mitigation Measure M-UT-1e: Advance Notification**
  - **Mitigation Measure M-UT-1f: Protection of Other Utilities during Construction**
  - **Mitigation Measure M-UT-1g: Ensure Prompt Reconnection of Utilities**
  - **Mitigation Measure M-UT-1h: Avoidance of Utilities Constructed or Modified by Other SFPUC Projects**
  - **Mitigation Measure M-UT-1i: Coordinate Final Construction Plans with Affected Utilities**

## Biological Resources

- Impacts from tree removals or disturbance of sensitive habitats. (**Mitigation Action #3: Replace Irrigation Water Source; Mitigation Action #8: Add Storage Capacity for Irrigation Supply; Mitigation Action #9: Replace Irrigation Well.**)
  - **Mitigation Measure M-BR-1a: Protection Measures during Construction for Special status Birds and Migratory Passerines and Raptors**
  - **Mitigation Measure M-BR-1b: Protection Measures for Special-status Bats during Tree Removal or Trimming**
  - **Mitigation Measure M-BR-1c: Protection Measures during Structure Demolition for Special-status Bats**

- **Mitigation Measure M-HY-1: Develop and Implement a Storm Water Pollution Prevention Plan (“SWPPP”) or an Erosion and Sediment Control Plan**
- **Mitigation Measure M-BR-4a: Identify Protected Trees**
- **Mitigation Measure M-BR-4b: Protected Tree Replacement**

This Commission recognizes that Mitigation Measure M-BR-1a is partially within the jurisdiction of CDFW, Mitigation Measure M-BR-4b is partially within the jurisdiction of San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco; and Mitigation Measure M-HY-1 is partially within the jurisdiction of SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco. This Commission urges CDFW, SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco to assist in implementing these mitigation measures and finds that CDFW, SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco can and should participate in implementing these mitigation measures.

#### **Geology and Soils**

- Impacts from placement of pipelines or storage tank on or in unstable soil. (Mitigation Action #3: Replace Irrigation Water Source; Mitigation Action #7: Lower And Change Pump in Irrigation Well.)
- **Mitigation Measure M-GE-3: Conduct Site-Specific Geotechnical Investigations and Implement Recommendations**

#### **Hydrology and Water Quality**

- Impacts to water quality from erosion and sedimentation caused by vegetation removal. (Mitigation Action #3: Replace Irrigation Water Source; Mitigation Action #8: Add Storage Capacity for Irrigation Supply; Mitigation Action #9: Replace Irrigation Well.)
- **Mitigation Measure M-HY-1: Develop and Implement a Storm Water Pollution Prevention Plan (“SWPPP”) or an Erosion and Sediment Control Plan**

This Commission recognizes that Mitigation Measure M-HY-1 is partially within the jurisdiction of SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco. This Commission urges SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco to assist in implementing this mitigation measure and finds that SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco can and should participate in implementing this mitigation measure.

#### **Hazards and Hazardous Materials**

- Impacts from accidental release of hazardous materials, including near a school. **(Mitigation Action #3: Replace Irrigation Water Source; Mitigation Action #6: Lower Pump in Irrigation Well; Mitigation Action #7: Lower And Change Pump in Irrigation Well; Mitigation Action #8: Add Storage Capacity for Irrigation Supply; Mitigation Action #9: Replace Irrigation Well.)**
- **Mitigation Measure M-HY-1: Develop and Implement a Storm Water Pollution Prevention Plan (“SWPPP”) or an Erosion and Sediment Control Plan**

This Commission recognizes that Mitigation Measure M-HY-1 is partially within the jurisdiction of SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco. This Commission urges SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco to assist in implementing this mitigation measure and finds that SWRCB, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco can and should participate in implementing this mitigation measure.

- Impacts from siting pipelines, storage tanks or replacement wells near a hazardous materials site. **(Mitigation Action #3: Replace Irrigation Water Source; Mitigation Action #8: Add Storage Capacity for Irrigation Supply; Mitigation Action #9: Replace Irrigation Well.)**
- **Mitigation Measure M-HZ-2a: Preconstruction Hazardous Materials Assessment**
- **Mitigation Measure M-HZ-2b: Health and Safety Plan**
- **Mitigation Measure M-HZ-2c: Hazardous Materials Management Plan**

This Commission recognizes that Mitigation Measure M-HZ-2c is partially within the jurisdiction of San Mateo County. This Commission urges San Mateo County to assist in implementing this mitigation measure and finds that San Mateo County can and should participate in implementing this mitigation measure.

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

Based on substantial evidence in the whole record of these proceedings, the SFPUC finds that, where feasible, changes or alterations have been required or incorporated into the GSR Project to reduce the significant environmental impacts as identified in the Final EIR for the Project. The SFPUC finds that the mitigation measures in the Final EIR and described below are appropriate, and that changes have been required in, or incorporated into, the GSR Project that, to use the language of Public Resources Code section 21002 and CEQA Guidelines section 15091, may substantially lessen, but do not avoid (i.e., reduce to less than significant levels), the potentially significant environmental effect associated with implementation of the Project, as described in the GSR Final EIR Chapter 5. The SFPUC adopts all of the mitigation measures proposed in the

GSR Final EIR that are relevant to the Project and set forth in the MMRP, attached hereto as Attachment B.

The SFPUC further finds, however, for the GSR Project impacts listed below, that no mitigation is currently available to render the effects less than significant. The effects, therefore, remain significant and unavoidable. Based on the analysis contained within the Final EIR, other considerations in the record, and the standards of significant, the SFPUC finds that because some aspects of the GSR Project would cause potentially significant impacts for which feasible mitigation measures are not available to reduce the impact to a less-than-significant level, the impacts are *significant and unavoidable*.

The SFPUC further finds that the GSR Project is a component of the WSIP and, therefore, will contribute to the significant and unavoidable growth-inducing impact caused by the WSIP water supply decision as analyzed in the WSIP PEIR, Chapter 7, which is incorporated by reference in the GSR Project Final EIR in Chapter 6. For the WSIP growth-inducing impact listed below, the effect remains *significant and unavoidable*.

The SFPUC determines that the following significant impacts on the environment, as reflected in the GSR Final EIR, are unavoidable, but under Public Resources Code Section 21081(a) (3) and (b), and CEQA Guidelines Sections 15091(a) (3), 15092(b) (2) (B), and 15093, the SFPUC determines that the impacts are acceptable due to the overriding considerations described in Section VI below. These findings are supported by substantial evidence in the record of this proceeding.

## **A. GSR Project Impacts**

The project-specific impacts associated with GSR Project construction are determined to be significant and unavoidable at one or more sites where GSR Project facilities will be constructed despite the SFPUC's adoption of all feasible mitigation measures. No significant and unavoidable impacts will result from the GSR Project operations.

For each impact identified below, the impact statement for each impact identifies the sites where the impact will be less than significant with the implementation of the listed mitigation measures (denominated as "LSM") and the sites where the impact will be significant and unavoidable despite the implementation of listed mitigation measures (denominated as "SUM"). If a site is not listed in the impact statement it either will have no impact or a less than significant impact for that particular identified impact. The titles of the mitigation measures listed after each impact statement follow the approach used in the Final EIR and indicate all sites where the mitigation measures will be implemented as a result of any GSR Project impact and not just the sites that will cause the particular listed impact discussed immediately above.

### **Land Use**

- **Impact LU-1:** Project construction would have a substantial impact on the existing character of the vicinity and could substantially disrupt or displace existing land uses or land use activities. (DEIR pages 5.2-20 to 5.2-35.)(LSM Sites 5 [Consolidated

Treatment], 7, 10, 11, 13, 15, and 17; SUM Sites 1, 3, 4, 5 [On-site Treatment], 9, 12, 14, 16, 18 and 19.)

Project construction would have a significant but mitigable impact on land uses at Sites 5 [Consolidated Treatment], 7, 10, 11, 13, 15, and 17 through the implementation of the Mitigation Measures M-LU-1, M-TR-1, M-NO-1, M-NO-3, M-AQ-2a, and M-AQ-3, which would provide for (1) cemetery visitor access and access to businesses and bus stops through a transportation control plan; (2) construction noise controls that limit noise levels to specified amounts at specified hours and locations; and (3) controls on construction-related air pollutants.

Nighttime noise from well drilling at Sites 1, 3, 4, 12, 16, and 19, which must proceed continuously for a seven day period, will have a *significant and unavoidable* impact on nearby residential uses despite implementation of mitigation measures. The land use impact at Site 5 will be *significant and unavoidable* even with the implementation of mitigation measures to control construction noise due to the proximity of residential users to this site and daytime construction over 14 months. The land use impact at Sites 9, 14, and 18 will be *significant and unavoidable* even with the implementation of mitigation measures to control construction noise due to the proximity of residential users to these sites, daytime construction over 16 months, and night time construction associated with well installation over a seven day period.

- **Mitigation Measure M-LU-1: Maintain Internal Cemetery Access (Site 7 [Consolidated Treatment at Site 6] and Site 14).**
- **Mitigation Measure M-TR-1: Traffic Control Plan (Sites 2, 4, 5, 6, 7, 10, 12, 13, 14, 15, 17 [Alternate], 18 [Alternate] and 19 [Alternate]).**
- **Mitigation Measure M-NO-1: Noise Control Plan (Sites 1, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 [Alternate], 18 [Alternate], and 19 [Alternate]).**
- **Mitigation Measure M-NO-3: Expanded Noise Control Plan (Sites 1, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17 [Alternate], 18 [Alternate], and 19 [Alternate]).**
- **Mitigation Measure M-AQ-2a: BAAQMD Basic Construction Measures (All Sites).**
- **Mitigation Measure M-AQ-3: Construction Health Risk Mitigation (Site 5 On-site Treatment).**

This Commission recognizes that Mitigation Measure M-TR-1 is partially within the jurisdiction of Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco. This Commission urges Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco to assist in implementing this mitigation measure and finds that Caltrans, SamTrans, San Mateo County, the Town of Colma, and the cities of Daly City, Millbrae, San Bruno, and South San Francisco can and should participate in implementing this mitigation measure.

- **Impact C-LU-1:** Construction and operation of the proposed Project could result in a cumulatively considerable contribution to cumulative impacts related to land use. (DEIR pages 5.2-39 to 5.2-40; 5.7-98 to 5.7-99.) (LSM Site 11, 15, and 17; SUM Sites 9, 12, and 19.)

Impacts from the GSR project would make a considerable contribution to cumulative project construction impacts due to construction noise at Sites 9, 12, 15, and 19, which could alter the character or disrupt or displace land uses at these sites. Noise mitigation measures M-NO-1, M-NO-3, and M-NO-5 would reduce these impacts to less-than-significant level at Site 15, but due to nighttime construction, land use disruption at Sites 9, 12, and 19 would remain *significant and unavoidable*.

- **Mitigation Measure M-NO-1: Noise Control Plan (Sites 1, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 [Alternate], 18 [Alternate], and 19 [Alternate]).**
- **Mitigation Measure M-NO-3: Expanded Noise Control Plan (Sites 1, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17 [Alternate], 18 [Alternate], and 19 [Alternate]).**
- **Mitigation Measure M-NO-5: Operational Noise Control Measures (Sites 1, 5 [On-site Treatment], 9, 18 [Alternate] and Westlake Pump Station.**

#### Aesthetics

- **Impact AE-1:** Project construction would result in a significant and unavoidable impact on the visual character of the area surrounding Site 7, related to the removal of trees. (DEIR Section 5.3.3.4, Pages 5.3-56 to 5.3-76.) (LSM Sites 4, 12, 13, 14, 15, and 18; SUM Site 7.)

Project construction would have a significant but mitigable visual impact through the implementation of Mitigation Measures M-AE-1a, M-AE-1b, M-AE-1c, M-AE-1d, M-AE-1e, and M-CR-1a, which would keep construction materials out of view, keep construction sites clean, and require protection and replacement of trees at Sites 4, 12, 13, 14, 15, and 18. Visual impacts at Site 7 would remain significant and unavoidable because site construction requires the removal of 41 eucalyptus trees in the SFPUC right-of-way that are part of a tree mass identified in the Town of Colma's General Plan. The SFPUC's Integrated Vegetation Management Policy prohibits eucalyptus trees in the right-of-way, thereby precluding the replanting of eucalyptus trees at the same location. Even with the implementation of the listed mitigation measures, the project would permanently change the visual quality of Site 7, resulting in a *significant and unavoidable* impact at this location.

- **Mitigation Measure M-AE-1a: Site Maintenance (Sites 4, 7, 12, 13, 14, 15, and 18 [Alternative])**
- **Mitigation Measure M-AE-1b: Tree Protection Measures (Sites 3, 4, 7, 10, 11, 12, 13, 14, 15, and 17 [Alternative])**
- **Mitigation Measures M-AE-1c: Develop and Implement a Tree Replanting Plan (Site 12)**

- **Mitigation Measure M-AE-1d: Construction Area Screening (Site 15)**
- **Mitigation Measure M-AE-1e: Tree Removal and Replacement (Site 7)**
- **Mitigation Measure M-CR-1a: Minimize Construction-related Impacts on Elements of the Historical Resource at Site 14**

This Commission recognizes that Mitigation Measure M-AE-1e is partially within the jurisdiction of the Town of Colma and Mitigation Measure M-CR-1a is partially within the jurisdiction of Veterans Affairs. This Commission urges the Town of Colma and the Veterans Affairs to assist in implementing these mitigation measures and finds that the Town of Colma and the Veterans Affairs can and should participate in implementing these mitigation measures.

### Noise

- **Impact NO-1:** Project construction would result in noise levels in excess of local standards. (DEIR pages 5.7-39 to 5.7-48.)(LSM Sites 3, 8, 10, 11, 13, 14, and 17; SUM Sites 1, 4, 9, 12, 16, 18, and 19.)

Project construction would conflict with daytime noise standards or night time noise restrictions or both in the San Mateo County, the Town of Colma; and the cities of Daly City; Millbrae, San Bruno and South San Francisco. Mitigation Measure M-NO-1 would reduce these impacts at Sites 3, 8, 10, 11, 13, 14, and 17 to a less-than-significant level. But, even with mitigation, construction associated with well drilling and pump testing would exceed local nighttime noise limits or restrictions at Sites 1, 4, 9, 12, 16, 18, and 19. This impact would remain *significant and unavoidable* at these sites.

- **Mitigation Measure M-NO-1: Noise Control Plan (Sites 1, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 [Alternate], 18 [Alternate], and 19 [Alternate]).**
- **Impact NO-3:** Project construction would result in a substantial temporary increase in ambient noise levels. (DEIR pages 5.7-50 to 5.7-81.)(LSM Sites 5 [Consolidated Treatment], 10, 11, 13, 15, and 17; SUM Sites 1, 3, 4, 5 [On-site Treatment], 9, 12, 14, 16, 18 and 19.)

Project construction would result in a temporary increase in ambient noise levels that would exceed speech and sleep interference thresholds at nearby buildings. Mitigation Measures M-NO-1 and M-NO-3 would reduce these impacts to a less-than-significant level at Sites 5 [Consolidated Treatment], 10, 11, 13, 15, and 17. But, the daytime speech threshold or nighttime sleep interference threshold would be exceeded, even with the implementation of mitigation measures, at Sites 1, 3, 4, 5 [On-site Treatment], 9, 12, 14, 16, 18, and 19. This impact would remain *significant and unavoidable* at these sites.

- **Mitigation Measure M-NO-1: Noise Control Plan (Sites 1, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 [Alternate], 18 [Alternate], and 19 [Alternate]).**
- **Mitigation Measure M-NO-3: Expanded Noise Control Plan (Sites 1, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17 [Alternate], 18 [Alternate], and 19 [Alternate]).**

- **Impact C-NO-1:** Construction and operation of the proposed Project could result in a cumulatively considerable contribution to cumulative impacts related to noise. (DEIR pages 5.7-95 to 5.7-99.)(LSM Sites 1, 5 [On-site Treatment], 7 [On-site Treatment], 8, 9, 11, 15, 17, 18, and Westlake Pump Station; SUM Sites 12 and 19.)

Operation of the project could make a considerable contribution to cumulative impacts in excess of established standards and to ambient noise levels at Sites 1, 5 [On-site Treatment], 7 [On-site Treatment], 9, 12, 18 and the Westlake Pump Station but mitigation measures would reduce the Project's contribution to a less than significant level.

Construction of the Project could make a considerable contribution to cumulative noise levels in excess of established noise standard in the Town of Colma at Sites 8 and 17 and in South San Francisco at Site 11 but the listed mitigation measures would reduce the Project's contribution to a less-than-significant level.

The project could make a considerable contribution to increases in cumulative ambient noise levels at Sites 8, 15, and 17 but the listed mitigation measures would reduce the Project contribution to a less-than-significant level. However, at Sites 12 and 19, even with the implementation of mitigation measures, the Project would have a cumulative considerable contribution to increased ambient noise levels that would affect a church and preschool noise levels during the daytime and the Project impact would remain *significant and unavoidable* at Sites 12 and 19.

- **Mitigation Measure M-NO-1: Noise Control Plan (Sites 1, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 [Alternate], 18 [Alternate], and 19 [Alternate]).**
- **Mitigation Measure M-NO-3: Expanded Noise Control Plan (Sites 1, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17 [Alternate], 18 [Alternate], and 19 [Alternate]).**
- **Mitigation Measure M-NO-5: Operational Noise Control Measures (Sites 1, 5 [On-site Treatment], 9, 18 [Alternate] and Westlake Pump Station**

## **B. Impacts of GSR Mitigation Measures**

The Final EIR identified potentially significant secondary impacts that could result from construction activities associated with implementation of certain mitigation actions identified in Mitigation Measure M-HY-6. The Final EIR determined that mitigation measures identified to mitigate construction-related impacts of the Project would also mitigate construction-related impacts associated with implementation of these mitigation actions, as explained in Section III, with the exception of one impact related to construction noise, which is explained in this Section IV. In making these findings and adopting **Attachment B**, the **MMRP**, the Commission finds that application of Project mitigation to the secondary impact related to noise discussed below associated with mitigation actions under Mitigation Measure M-HY-6 will reduce but that this noise impact will remain *significant and unavoidable*. **Attachment B**, the **MMRP**, includes a **Table MMRP-2**, Mitigation Measures Applicable to Implementation of M-HY-6 Mitigation Actions. **Table MMRP-2** to the **MMRP** identifies which Project mitigation measures would



apply to reduce the secondary impacts associated with construction activities undertaken to implement any of the identified mitigation actions in Mitigation Measure M-HY-6. This information is also summarized in Section III and below and discussed in the DEIR Section 5.16, Page 5.16-168 and in the C&R Section 9.5, Pages 9.5-63 to 9.5-72.

### **Noise and Vibration**

- Impacts from construction noise associated with well drilling in proximity to sensitive noise receptors. (**Mitigation Action #3: Replace Irrigation Water Source (LSM); Mitigation Action #8: Add Storage Capacity for Irrigation Supply (LSM); Mitigation Action #9: Replace Irrigation Well (SUM).**)
- **Mitigation Measure M-NO-2: Reduce Vibration Levels during Construction of Pipelines**

### **C. WSIP Water Supply Impacts**

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

Subsequent to the certification of the PEIR, the Planning Department has conducted more detailed, site-specific review of two of the significant and unavoidable water supply impacts identified in the PEIR, Impact 5.4.1-2 and Impact 5.5.5-1, as explained in the GSR Project EIR at Section 6.3.2 (Draft EIR, page 6-10). The Planning Department updated analyses based on more project-specific information has determined that these two impacts will not be significant and unavoidable. These CEQA Findings summarize these updated impact analyses as well as the PEIR analysis of Impact 7.1.

- **PEIR Impact 5.4.1-2-Stream Flow: Effects on flow along Alameda Creek below the Alameda Creek Division Dam**

The project level analysis in the Calaveras Dam Replacement project Final EIR modifies the PEIR determination regarding PEIR Impact 5.4.1-2 and concludes that the impact related to stream flow along Alameda Creek between the diversion dam and the confluence with Calaveras Creek) will be less than significant based on more detailed, site-specific modeling and data. Project-level conclusions supersede any contrary impact conclusions in the PEIR. The SFPUC adopted CEQA Findings with respect to the approval of the Calaveras Dam Improvement project in Resolution No. 11-0015. The CEQA Findings in Resolution No. 11-0015 related to the impacts on fishery resources

due to inundation effects are incorporated into these findings by this reference, as though fully set forth in these CEQA Findings.

- **PEIR Impact 5.5.5.-1-Fisheries: Effects on fishery resources in Crystal Springs reservoir (Upper and Lower)**

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

- **PEIR Impact 7-1-Indirect growth inducing impacts in the SFPUC service area**

The remaining significant and unavoidable water supply impact listed in Resolution No. 08-0200 is related to **WSIP Water Supply and System Operation Impact 7-1 Growth**: The WSIP would result in potentially significant and unavoidable indirect growth-inducement impacts in the SFPUC service area.

By providing water to support planned growth in the SFPUC service area, the WSIP will result in significant and unavoidable growth inducement effects that are primarily related to secondary effects such as air quality, traffic congestion and water quality. (PEIR Chapter 7). The WSIP identifies mitigation measures adopted by jurisdictions that have prepared general plans and related land use plans and major projects in the SFPUC service area to reduce the identified impacts of planned growth. A summary of projects reviewed under CEQA and mitigation measures identified are included in Appendix E, Section E.6 of the PEIR.

Despite the adoption of mitigation measures, some of the identified impacts of planned growth cannot be reduced to a less-than-significant levels, and the WSIP, which has a longer planning horizon and somewhat different growth projections than some general plans, would also be expected to result in impacts not addressed by adopted mitigation measures as summarized in the PEIR Chapter 7. Jurisdictions have adopted overriding consideration in approving plans that support growth for which mitigation measures have not been identified and the SFPUC adopted overriding considerations in approving the WSIP through Resolution No. 08-0200. Thus, some of the growth that the WSIP would support would result in secondary impacts that would remain *significant and unavoidable*.

## **V. Evaluation of Project Alternatives**

This section describes the Project as well as alternatives and the reasons for approving the Project and for rejecting the alternatives. CEQA mandates that an EIR evaluate a reasonable range of alternatives to the project or the project location that generally reduce or avoid potentially

significant impacts of the project. CEQA requires that every EIR also evaluate a “No Project” alternative. Alternatives provide a basis of comparison to the Project in terms of their significant impacts and their ability to meet project objectives. This comparative analysis is used to consider reasonable, potentially feasible options for minimizing environmental consequences of the Project.

### **A. Reasons for Approval of the Project**

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

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

The Project would help meet WSIP goals by providing additional dry-year supply and providing additional pumping capacity in the South Westside Groundwater Basin in an emergency. Specific objectives of the GSR Project are:

- Conjunctively manage the South Westside Groundwater Basin through the coordinated use of SFPUC surface water and groundwater pumped by the Partner Agencies.
- Provide supplemental SFPUC surface water to the Partner Agencies in normal and wet years, with a corresponding reduction of groundwater pumping by these agencies, which then allows for in-lieu recharge of the South Westside Groundwater Basin.
- Increase the dry-year and emergency pumping capacity of the South Westside Groundwater Basin by an average annual 7.2 mgd.
- Provide a new dry-year groundwater supply for the SFPUC’s customers and increase water supply reliability during the 8.5-year design drought cycle.

## **B. Alternatives Rejected and Reasons for Rejection**

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

### ***Alternative 1: No Project***

Under the No Project Alternative, the GSR Project would not be constructed or operated. The SFPUC would not conjunctively manage the South Westside Groundwater Basin with the Partner Agencies and the basin would continue to be operated as it is now. The 16 groundwater wells and associated well facilities (pump stations and treatment facilities) would not be constructed or operated, the Westlake Pump Station would not be upgraded, and a new dry-year water supply would not be developed. The six test wells installed at Site 2 (Park Plaza Meter), Site 5 (Right-of-way at Serra Bowl), Site 6 (Right-of-way at Colma BART), Site 8 (Right-of-way at Serramonte Boulevard), Site 10 (Right-of-way at Hickey Boulevard) and Site 13 (South San Francisco Linear Park) would be abandoned in accordance with regulatory standards or converted to monitoring wells.

The No Project Alternative would not meet any of the project objectives, which are to conjunctively manage the South Westside Groundwater Basin through the coordinated use of SFPUC surface water and groundwater pumped by the Partner Agencies; provide supplemental SFPUC surface water to the Partner Agencies in normal and wet years; increase the dry-year and emergency pumping capacity of the South Westside Groundwater Basin by an average annual 7.2 mgd; and provide a new dry-year groundwater supply for the SFPUC’s customers and increased water supply reliability during the 8.5-year design drought cycle.

Under the No Project Alternative, regional water system customers would experience water shortages and need to implement water rationing more frequently and water rationing would be more severe, exceeding the 20 percent systemwide rationing expected under full implementation of the WSIP projects. Wholesale customers would likely pursue other dry year supply projects, but numerous hurdles would need to be overcome:

- Water demand among customers is highest when supplies are most constrained and therefore more difficult to secure.

- Major new water supply projects can take 20-25 years to complete, so pursuit of other projects would likely not avoid increased water shortages and water rationing.
- The SFPUC wholesale customers already have planned for and adopted increased water conservation and recycling initiatives, making greater efforts in these regards more difficult.

The No Project Alternative would fail to meet the WSIP goals and objectives that rely directly on the contribution of the Project to fulfill systemwide level of service objectives. If the Project is not constructed, the SFPUC's water supply portfolio would not include 7.2 mgd of dry-year supply from the South Westside Groundwater Basin or provide for an alternative local supply in the event of emergency conditions. As a result, the No Project Alternative would fail to meet dry-year delivery needs identified in the WSIP while limiting rationing to a maximum 20 percent systemwide. It would also result in a less diversified water supply during dry-years than would be achieved with the GSR Project.

The No Project Alternative would avoid all of the construction impacts identified for the GSR Project, including the significant and unavoidable impacts associated with noise, land use, and aesthetics. It would also avoid all construction and operation-related impacts that can be reduced to a less-than-significant level with the implementation of mitigation measures, including in the areas of land use, aesthetics, cultural resources, transportation and circulation, noise and vibration, air quality, recreation, utilities and service systems, biological resources, geology and soils, hydrology and water quality, and hazards and hazardous materials.

In the absence of the dry-year water supply that the Project would provide, under the No Project alternative the SFPUC or its wholesale customers or both would likely take action to secure supplemental dry-year supply, which could have similar or additional secondary environmental effects as the Project. Supplemental dry-year supply options could include additional Tuolumne River diversions and water transfers from the Turlock Irrigation District or the Modesto Irrigation District, increased groundwater use, additional water conservation and water recycling and desalination projects. The WSIP PEIR evaluated the environmental effects of such projects as part of the WSIP alternatives. Secondary effects could include: construction impacts and operational impacts such as groundwater overdraft, subsidence, seawater intrusion, and water quality effects associated with development of groundwater sources; impacts on fisheries and biological resources, including sensitive species, associated with additional Tuolumne River diversions; and construction impacts and operational impacts on land use, aesthetics, hydrology and water quality, air quality, hazards, and energy associated with the development desalinated water supplies.

The Commission rejects the No Project Alternative as infeasible because it would not meet any of the project objectives, and it would jeopardize the SFPUC's ability to meet the adopted WSIP goals and objectives as set forth in SFPUC Resolution No. 08-0200. Further, its secondary effects would likely result in similar impacts to those of the Project. Thus, the No Project Alternatives may not result in fewer environmental impacts than the Project, given that all Project impacts can be mitigated to less than significant levels with the exception of temporary

construction-related impacts on land use, temporary construction noise impacts, and aesthetic impacts due to removal of trees at one location.

***Alternative 2A: Reduce Lake Merced Impacts and Maintain Project Yield***

Under Alternative 2A, the same facilities would be constructed as for the Project, except the SFPUC would construct only 14 wells and well facilities instead of 16 wells by not constructing a well or well facility at Site 1 in Daly City or Site 4 in unincorporated Broadmoor. Without wells at Sites 1 and 4, pumping would be reduced by approximately 1.0 mgd. To maintain the overall yield of 7.2 mgd, pumping would be redistributed to 11 wells at Sites 5 through 15. Pumping at each of Sites 5 through 15 would increase by approximately 20 percent compared to the proposed Project and production rates at Sites 5 through 15 could support this increased pumping. Pumping at Sites 2 and 3 would not increase under this alternative to minimize impacts on Lake Merced as compared to the proposed Project. Pumping at Site 16 also would not increase because groundwater availability is restricted at this location. Under this alternative, pumping near Lake Merced would decrease by approximately 54 percent when compared to the Project.

Alternative 2A would meet all of the Project Objectives, including increasing the dry-year and emergency pumping capacity of the South Westside Groundwater Basin by an average annual 7.2 mgd in the event of an 8.5-year design drought. It would have the same construction-related impacts as the proposed Project except that all impacts associated with construction at Sites 1 and 4 would be avoided. As a result, the significant and unavoidable construction-related noise impacts associated with exceeding local noise standards and increasing ambient noise levels, and the disruption of residential land uses from nighttime noise at these two sites would not occur.

The main difference between this Alternative 2A and the Project in terms of environmental effects is that by reducing pumping by 54 percent in the Lake Merced area, this alternative would decrease the decline in Lake Merced levels by a similar 54 percent. With the Project, lake levels after the end of the design drought are expected to drop to four feet lower than under modeled existing conditions. With Alternative 2A, lake levels would be expected to drop two feet lower than under modeled existing conditions. The Project identifies mitigation in the form of lake monitoring, provision of supplemental water or altering of pumping to mitigate Project impacts. Similar mitigation still would be needed with Alternative 2A, but this alternative would not require the same degree of mitigation because the effects of Alternative 2A on Lake Merced levels would be about half as severe as with the Project. Although the Project would fully mitigate impacts to Lake Merced, it would require greater mitigation in the form of additional supplemental water, redistributed pumping or discontinued pumping as compared to Alternative 2A. Eliminating other wells would not further reduce impacts on Lake Merced water levels because other wells are too far from the lake to have a substantial influence on lake levels.

Other operational impacts with Alternative 2A would be nearly the same as for the proposed Project. Although pumping near Lake Merced would decline, this decline in pumping would be offset by increased pumping at Sites 5 through 15. As a result, the less-than-significant impact on irrigation wells at the Olympic Club and San Francisco Golf Club would be further reduced; Lake Merced Golf Club would continue to experience significant but mitigable impacts to its irrigation

wells, and the nine cemeteries and California Golf Club in the Colma area would experience a 20 percent increase in well interference impacts. As for the Project, these well interference impacts would be significant but mitigable, but greater mitigation actions may be needed to fully mitigate impacts as compared to the Project. Other operational impacts associated with the Project, including subsidence potential, seawater intrusion, and effects on water quality and groundwater depletion, would be similar for Alternative 2A and the Project.

The SFPUC rejects Alternative 2A as infeasible for several reasons. First, it does not provide an appreciable environmental benefit as compared to the Project. While it eliminates all of the construction-related impacts associated with Sites 1 and 4, including the significant and unavoidable construction-related noise and land use impacts, these construction-related impacts are temporary, occurring over approximately seven nights of well drilling, and would not result in any permanent environmental effect. Alternative 2A reduces the need for mitigation associated with maintaining Lake Merced levels, but these impacts are mitigable under mitigation measures identified in the EIR and which the SFPUC proposes to adopt. By moving pumping away from Lake Merced further to the south, it has a greater impact on irrigation wells and cemeteries in the Colma area. These increased well interference impacts also are mitigable but Alternative 2A would trigger the need for greater mitigation of well interference impacts as compared to the Project. The overall effect of Alternative 2A is to decrease Lake Merced level impacts at the expense of increasing well interference impacts in the Colma area, and eliminating temporary construction noise and associated land use disruption impacts at two sites.

Further, while Alternative 2A would decrease some project costs due to elimination of Sites 1 and 4, there would be an associated increase in other costs at Sites 5 through 15 for larger pumps, piping and treatment equipment to accommodate the increased pumping at these sites. Well interference mitigation costs would be increased because Alternative 2A would trigger the need for mitigation earlier and more often as compared to the Project due to the increased pumping at Sites 5 through 15. Finally, reducing the number of wells from 16 to 14 would reduce operational flexibility in the event of planned or unplanned maintenance needs. With two fewer wells operating, the ability to reallocate pumping or rotate pumping without reducing pumping quantity would be more difficult. In sum, Alternative 2A would reduce operational flexibility in the event of planned or unplanned Project maintenance need, increase well interference mitigation costs, and fail to provide an appreciable environmental benefit as compared to the Project.

### ***Alternative 2B***

Under Alternative 2B, the same facilities would be constructed as for the Project, except the SFPUC would construct only 14 wells and well facilities instead of 16 wells by not constructing a well or well facility at Site 1 in Daly City or Site 4 in unincorporated Broadmoor. Without wells at Sites 1 and 4, pumping would be reduced by approximately 1.0 mgd. Unlike Alternative 2A, pumping lost from not constructing wells at Sites 1 and 4 would not be redistributed.

Alternative 2B would meet most, but not all, of the Project objectives. It would not meet the objective of increasing the SFPUC's dry-year and emergency pumping capacity by 7.2 mgd during an 8.5-year drought. Instead, it would provide 6.2 mgd during an 8.5-year drought. It

would meet the other project objectives of providing for the conjunctive use of the South Westside Groundwater Basin and supplemental SFPUC surface water to Partner Agencies during normal and wet years to allow for in-lieu recharge of the Basin, but at a level reduced by 1 mgd as compared to the Project. The reduction in yield with Alternative 2B would limit the regional water system's ability to meet the WSIP goal of seismic and delivery reliability, adopted as part of the approval of the WSIP under SFPUC Resolution 08-0200. The SFPUC per the adopted resolution will reevaluate 2030 demand projections, regional water system purchase requests, and water supply options by 2018. With the reduction in yield from this alternative, the SFPUC may need to revise the WSIP goals and objectives or develop additional water supply projects depending on demand projections. Alternatively, the SFPUC's wholesale customers could decide to pursue additional projects such as water transfer to increase dry-year and emergency pumping capacity to achieve a yield of 7.2 mgd as called for by the adopted WSIP.

Alternative 2B would have the same construction-related effects as Alternative 2A – it would eliminate all less-than-significant, significant and mitigable, and significant and unavoidable impacts of construction associated with Sites 1 and 4. It would also have the same impacts on Lake Merced as Alternative 2A – it would reduce lake level decline by 54 percent as compared to the Project. Unlike Alternative 2A, it would not redistribute the pumping lost by not installing wells at Sites 1 and 4. Consequently, the well interference impacts of Alternative 2B would be less than the Project at the Lake Merced Golf Club, Olympic Club and San Francisco Golf Club, but would not change the significance conclusions. Well interference impacts at the Olympic Club and the San Francisco Golf Club would be less-than-significant under both the Project and Alternative 2B; likewise, the well interference impact at Lake Merced Golf Club would be significant but mitigable under both the Project and Alternative 2B. Other operational impacts - land subsidence and sea water intrusion – would be reduced as compared to the Project, but as they were less-than-significant under the Project, the significance determination would remain unchanged. Likewise, Alternative 2B would decrease, but result in the same significance determination for groundwater depletion impacts as the Project, with such impacts remaining significant but mitigable. Impacts on water quality would remain the same, less-than-significant, with Alternative 2B as for the Project.

The main difference between Alternative 2B and the Project in terms of environmental effects is that by reducing pumping by 54 percent in the Lake Merced area it would decrease the decline in Lake Merced levels by a similar 54 percent. With the Project, lake levels after the end of the design drought are expected to drop to four feet lower than under modeled existing conditions. With Alternative 2B, lake levels would be expected to drop two feet lower than under modeled existing conditions. The Project identifies mitigation in the form of lake monitoring, provision of supplemental water or altering of pumping to mitigate Project impacts. Similar mitigation still would be needed with Alternative 2B, but this alternative would not require the same degree of mitigation because the effects of Alternative 2B on Lake Merced levels would be about half as severe as with the Project. The Project would fully mitigate impacts to Lake Merced, but it would require greater mitigation - additional supplemental water, redistributed pumping or discontinued pumping - as compared to Alternative 2B. Eliminating other wells would not further



reduce impacts on Lake Merced water levels because other wells are too far from the lake to have a substantial influence on lake levels.

***Environmentally Superior Alternative.*** The CEQA Guidelines require the identification of an environmentally superior alternative to the proposed project and if it is determined to be the No Project Alternative, then the EIR must identify an environmentally superior alternative among the other Project alternatives. (CEQA Guidelines Section 15126.6(e).) The EIR identified Alternative 2B as the environmentally superior alternative. Some impacts associated with Alternative 2B while initially less intense than those of the Project (well interference, groundwater depletion), with mitigation, the resulting impact level would be the same under Alternative 2B and the Project (less-than-significant with mitigation). But, Alternative 2B would eliminate construction impacts at two sites, Sites 1 and 4, and reduce impacts on Lake Merced level declines by 54 percent. Although the Project would fully mitigate impacts to Lake Merced, it would require greater mitigation in the form of additional supplemental water, redistributed pumping or discontinued pumping as compared to Alternative 2B. Greater costs would be associated with this mitigation, although these costs may be offset by savings associated with not constructing facilities at Sites 1 and 4.

The SFPUC rejects Alternative 2B as infeasible. It would not meet the objective of increasing the SFPUC's dry-year and emergency pumping capacity by 7.2 mgd during an 8.5-year drought. Instead, it would provide 6.2 mgd during an 8.5-year drought. It would meet the other project objectives of providing for the conjunctive use of the South Westside Groundwater Basin and supplemental SFPUC surface water to Partner Agencies during normal and wet years to allow for in-lieu recharge of the Basin, but at a level reduced by 1 mgd as compared to the Project. The reduction in yield with Alternative 2B would limit the regional water system's ability to meet the WSIP goal of seismic and delivery reliability, adopted as part of the approval of the WSIP under SFPUC Resolution 08-0200. With the reduction in yield from this alternative, the SFPUC may need to revise the WSIP goals and objectives or develop additional water supply projects depending on demand projections.

While Alternative 2B eliminates construction impacts at Sites 1 and 4, including the significant and unavoidable construction-related noise and land use impacts, these construction-related impacts are temporary, occurring over approximately seven nights of well drilling, and would not result in any permanent environmental effect. Alternative 2B reduces the need for mitigation associated with maintaining Lake Merced levels, but these impacts are mitigable under mitigation measures identified in the EIR and which the SFPUC proposes to adopt.

### ***Alternative 3A***

Alternative 3A was selected for analysis because it would reduce the significant well interference impacts of the Project during dry years at existing irrigation wells that are located at the Colma-area cemeteries. Under Alternative 3A, the same facilities would be constructed as for the Project, except the SFPUC would construct only 14 wells and well facilities instead of 16 wells by not constructing a well or well facility at Sites 7 and 8 in Colma. Without wells at Sites 7 and 8, pumping would be reduced by approximately 1.2 mgd, decreasing pumping in the Colma area

by approximately 32 percent. To maintain the overall yield of 7.2 mgd, pumping would be redistributed to nine wells at Sites 1 through 4 and Sites 11 through 15. Pumping at each of these sites would increase by approximately 31 percent as compared to the proposed Project; production rates at Sites 5 through 15 could support this increased pumping. Pumping at Sites 5, 6, 9, and 10 would remain the same, as they are in the Colma area; pumping at Site 16 also would not increase because groundwater availability is restricted at this location.

Alternative 3A would fully meet the Project Objectives, including increasing the dry-year and emergency pumping capacity of the South Westside Groundwater Basin by an average annual 7.2 mgd in the event of a 8.5 year design drought. It would have the same construction-related impacts as the proposed Project except that all impacts associated with construction at Sites 7 and 8 would be avoided. As a result, all impacts that are less-than-significant and less-than-significant with mitigation at either site would be avoided as would the significant and unavoidable construction-related aesthetic impact at Site 7. This latter impact is the result of the need to remove trees associated with a designated tree mass in the Town of Colma General Plan and the fact that despite the adoption of mitigation to replace trees, these trees include eucalyptus trees on SFPUC's right-of-way, the presence of which conflicts with the SFPUC's vegetation management policy for its right-of-way. While SFPUC will work with the Town of Colma to find replacement trees off-site, Site 7 will be aesthetically altered.

The intensity of well interference impacts on existing irrigation wells in the Colma area before mitigation would be reduced as a result of a 32 percent reduction in pumping near these wells. However, well interference impacts with the implementation of mitigation would be less-than-significant for both Alternative 3A and the proposed Project. Potential impacts on Lake Merced water levels would be slightly greater for Alternative 3A than for the Project prior to mitigation, but with mitigation, both would result in less-than-significant impacts on the water quality of Lake Merced. But, under Alternative 3A, more supplemental water, redistribution of pumping, or discontinued pumping would be required to mitigate such impacts as compared to the proposed Project. Potential impacts on groundwater quality and groundwater depletion would be the same for the proposed Project and Alternative 3A. The potential for subsidence impacts and for seawater intrusion would be slightly greater for Alternative 3A when compared to the proposed Project but would be less-than-significant as for the proposed Project.

The SFPUC rejects Alternative 3A as infeasible. First, it does not provide an appreciable environmental benefit as compared to the Project. It results in similar environmental impacts as with the Project after the application of mitigation measures. The main differences between Alternative 3A and the Project is that Alternative 3A eliminates the significant and unavoidable aesthetic impact associated with removal of trees in the SFPUC right-of-way at Site 7, increases impacts associated with Lake Merced levels and decreases the impacts associated with well interference in the Colma area. As a result, Alternative 3A increases the amount of mitigation associated with maintaining Lake Merced levels, including the need to secure supplemental water, reduce pumping or redistribute pumping to reduce the effect of the Project on Lake Merced levels. But, the resulting impacts to Lake Merced levels after implementation of mitigation measures identified in the EIR, which the SFPUC proposes to adopt, would be the same for

Alternative 3A and the Project. By moving pumping away from the Colma area, Alternative 3A reduces well interference impacts, but these impacts also are mitigable, so the main effect is to increase the amount of required mitigation associated with maintaining Lake Merced levels. After mitigation, Alternative 3A and the Project result in the same mitigated impact associated with well interference.

Further, while Alternative 3A would decrease some project costs due to elimination of Sites 7 and 8, it would increase other project costs associated with Sites 1 through 4 and Sites 11 through 15 due to the need for larger pumps, piping and treatment equipment to accommodate the increased pumping at these sites. Also, Lake Merced mitigation costs would be increased because mitigation would be triggered earlier and more often due to the increased pumping at Sites 5 through 15. Finally, by reducing the number of wells from 16 to 14, Alternative 3A would reduce operational flexibility as compared to the Project in the event of planned or unplanned maintenance. With two fewer wells operating, the ability to reallocate pumping or rotate pumping without reducing pumping quantity would be more difficult. In sum, Alternative 3A would reduce operational flexibility in the event of planned or unplanned Project maintenance need, increase mitigation costs associated with maintaining Lake Merced levels, and not provide an appreciable environmental benefit as compared to the Project.

### ***Alternative 3B***

Alternative 3B was selected for analysis because it would reduce the significant well interference impacts of the Project during dry years at existing irrigation wells that are located at the Colma-area cemeteries. Under Alternative 3B, the same facilities would be constructed as for the Project, except the SFPUC would construct only 14 wells and well facilities instead of 16 wells by not constructing a well or well facility at Sites 7 and 8 in Colma. Without wells at Sites 7 and 8, pumping would be reduced by approximately 1.2 mgd, decreasing pumping in the Colma area by approximately 32 percent.

Alternative 3B would meet most but not all, of the Project goals and objectives. Alternative 3B would not fully meet the Project goal to provide 7.2 mgd of water for new dry-year water supply for the SFPUC and Partner Agencies because Alternative 3B would reduce the number of well and reduce the dry-year and emergency pumping capacity to 6.0 mgd. This alternative would partially support the WSIP goals and objectives to provide dry-year and emergency water pumping capacity. However, additional measures may be necessary to fully provide the dry-year and emergency water pumping volume required in order to meet the WSIP goal of limiting rationing to a systemwide maximum of 20 percent during an 8.5-year drought.

It would have the same construction-related impacts as the proposed Project except that all impacts associated with construction at Sites 7 and 8 would be avoided. As a result, all impacts that are less-than-significant and less-than-significant with mitigation at either site would be avoided as would the significant and unavoidable construction-related aesthetic impact at Site 7. This latter impact is the result of the need to remove trees associated with a designated tree mass in the Town of Colma General Plan and the fact that despite the adoption of mitigation to replace trees, these trees include eucalyptus trees on SFPUC's right-of-way, the presence of which

conflicts with the SFPUC's vegetation management policy for its right-of-way. While SFPUC will work with the Town of Colma to find replacement trees off-site, Site 7 will be aesthetically altered.

This alternative would decrease pumping near the Colma area by approximately 32 percent. Operational impacts would be similar to those expected for the proposed Project. The expected groundwater levels would still result in the potential for well interference impacts as would the proposed Project and these impacts, in most cases, are similar to those that would occur with the proposed Project. With mitigation, the well interference impacts would be reduced to less than significant levels under both the Project and Alternative 3B. Alternative 3B would reduce the potential for subsidence and seawater intrusion; however, both the proposed Project and Alternative 3B would result in less than significant subsidence and seawater intrusion impacts. Potential impacts on groundwater quality would be the same for the proposed Project and the alternative. Potential impacts related to groundwater depletion would be similar for both the Project and this alternative.

The SFPUC rejects Alternative 3B as infeasible. Alternative 3B does not fully meet project objectives. It would not meet the objective of increasing the SFPUC's dry-year and emergency pumping capacity by 7.2 mgd during an 8.5-year drought. Instead, it would provide 6.0 mgd during an 8.5-year drought. It would meet the other project objectives of providing for the conjunctive use of the South Westside Groundwater Basin and supplemental SFPUC surface water to Partner Agencies during normal and wet years to allow for in-lieu recharge of the Basin, but at a level reduced by 1.2 mgd as compared to the Project. The reduction in yield with Alternative 3B would limit the regional water system's ability to meet the WSIP goal of seismic and delivery reliability, adopted as part of the approval of the WSIP under SFPUC Resolution 08-0200. With the reduction in yield from this alternative, the SFPUC may need to revise the WSIP goals and objectives or develop additional water supply projects depending on demand projections.

Further, it does not provide an appreciable environmental benefit as compared to the Project. It results in similar environmental impacts as with the Project after the application of mitigation measures. The main differences between Alternative 3B and the Project is that Alternative 3B eliminates the significant and unavoidable aesthetic impact associated with removal of trees in the SFPUC right-of-way at Site 7, increases impacts associated with Lake Merced levels and decreases the impacts associated with well interference in the Colma area. As a result, Alternative 3B increases the amount of mitigation associated with maintaining Lake Merced levels, including the need to secure supplemental water, reduce pumping or redistribute pumping to reduce the effect of the Project on Lake Merced levels. But, the resulting impacts to Lake Merced levels after implementation of mitigation measures identified in the EIR, which the SFPUC proposes to adopt, would be the same for Alternative 3B and the Project. By moving pumping away from the Colma area, Alternative 3B reduces well interference impacts, but these impacts also are mitigable, so the main effect is to increase the amount of required mitigation associated with maintaining Lake Merced levels. After mitigation, Alternative 3B and the Project result in the same mitigated impact associated with well interference.

In sum, Alternative 3B does not fully meet Project or WSIP goals and objectives and does not provide an appreciable environmental benefit to the Project. With the reduction in yield from this alternative, the SFPUC may need to revise the WSIP goals and objectives or develop additional water supply projects depending on demand projections.

## **VI. Statement of Overriding Considerations**

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

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

- The Project will further a number of the WSIP goals and objectives. As part of the approval of WSIP by Resolution 08-2000, the SFPUC adopted a Statement of Overriding Considerations as to why the benefits of the WSIP outweighed the significant and unavoidable impacts associated with the WSIP. The WSIP Statement of Overriding Considerations is relevant to the significant and unavoidable impacts of the GSR Project as it will further WSIP goals and objectives, as well as the GSR Project's contribution to the WSIP's significant and unavoidable indirect effects related to growth. The findings regarding the Statement of Overriding Considerations set forth in Resolution No. 08-2000 are incorporated into these findings by this reference, as though fully set forth in these CEQA Findings.
- The GSR Project will provide a substantial amount of the dry-year supply that the SFPUC calculates it will need under a long-term drought scenario. The Project will provide an average annual 7.2 mgd of new dry-year groundwater supply for the SFPUC's

customers. The SFPUC's WSIP, adopted by the SFPUC in 2008, identifies a goal of limiting rationing in a drought to a maximum of 20 percent for the 2.46 million persons in San Francisco, San Mateo, Santa Clara, Alameda and Tuolumne counties served by the SFPUC's regional water system. The WSIP identified a reasonable worst case drought scenario as one that would last 8.5 years. The WSIP identified two projects that would assist in limiting rationing to 20 percent during a drought - the GSR Project, which would provide 7.2 mgd of groundwater, and dry-year water transfers of about 2 mgd from the Modesto or Turlock Irrigation Districts. The GSR Project is critical to the ability of the SFPUC to implement its WSIP dry-year water supply strategy.

- The conjunctive management of the South Westside Groundwater Basin, as proposed with the Project, will make more dry-year water available to the SFPUC Regional System without the environmental impacts associated with building a new storage facility and without impacting other water supplies. The conjunctive management of the South Westside Groundwater Basin provides for groundwater to accumulate in the basin during normal and wet years when the SFPUC can provide surface water to Partner Agencies, and for SFPUC and Partner Agencies to extract the accumulated groundwater during dry years. The Project achieves a 7.2 mgd increase in water supply during an 8.5-year design drought while having no impact on meeting Partner Agencies' water needs during normal and wet years. Because storage space is already available in the South Westside Groundwater Basin, the project is able to make use of the groundwater storage space without the need to construct an entirely new water storage system and incur the environmental impacts associated with such construction and operation. With the exception of an aesthetic impact at one site related to tree removal, and noise and land use impacts on residences associated with temporary construction-related noise, the Project will be able to mitigate the direct environmental impacts associated with its construction and operation, including any potential impact to water needs of overlying irrigators.
- The SFPUC WSIP identifies the goal of reducing vulnerability to earthquakes. It establishes an objective of delivering basic service to three regions in the SFPUC service area – East/South Bay, Peninsula, and San Francisco within 24 hours after a major earthquake. The performance objective is to deliver 104 mgd to the East/South Bay, 44 mgd to the Peninsula, and 81 mgd to San Francisco. The GSR Project will make up to 7.2 mgd of local groundwater supply available for delivery in the event of an emergency such as an earthquake.
- The WSIP aims to substantially improve use of new water supply and drought management, including use of groundwater, recycled water, conservation, and transfers. The GSR Project is important to meeting the WSIP goal of providing improved use of new water supply, because it will provide up to 7.2 mgd of local groundwater during drought and emergency periods.

- The WSIP projects are designed to meet applicable federal and state water quality requirements. This Project will further this objective as the EIR for the Project determined that the Project would have no significant impact on water quality and would not degrade drinking water.

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

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**MEMORANDUM OF AGREEMENT**

**between the**

**CITY AND COUNTY OF SAN FRANCISCO**

**acting through its**

**PUBLIC UTILITIES COMMISSION,**

**and the**

**TOWN OF COLMA**

**(Regional Groundwater Storage and Recovery Project)**

This Memorandum of Agreement (“**MOA**”), dated for reference purposes only \_\_\_\_\_, 2015, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“**CCSF**”), and the TOWN OF COLMA, a California municipal corporation (“**Colma**”).

**RECITALS**

**A.** CCSF, acting by and through its Public Utilities Commission (“**SFPUC**”) owns and operates a regional water system that serves San Francisco and twenty-seven (27) wholesale water customers located in San Mateo, Santa Clara, and Alameda counties in the Bay Area.

**B.** CCSF has developed a Water System Improvement Program (“**WSIP**”) with the goals of increasing the system’s ability to withstand major seismic events and prolonged droughts and to reliably meet future water demands. As part of WSIP, CCSF proposed the Regional Groundwater Storage and Recovery Project (the “**Conjunctive Use Project**” or “**Project**”), which includes, among other improvements, the installation of recovery wells, well stations, pumps, and piping to permit groundwater extraction and transmission to help protect against drought. The proposed sites within Colma where Project construction is projected to occur are depicted on the attached **Exhibit A**.

**C.** As part of the Conjunctive Use Project, CCSF proposes to construct two well stations in Colma on CCSF Property located within Colma (“**Project Work**”), which are described as follows:

(i) a well station to be known as the “Serramonte Blvd. Well Station”. which will comprise an approximately 90 feet wide by 25 feet long building to house a recovery well and facilities for chemical storage and treatment, and include and/or incorporate the following underground utility connections: a Cal Water water service connection, a storm water pipeline, a PG&E electric service connection, and a telephone line; and

(ii) a well station to be known as the “Colma Blvd. Well Station”, which will comprise a fenced enclosure that includes one recovery well with an approximately 20 feet wide by 30 feet long by 8 feet high perimeter fence and include and/or incorporate the following underground utility connections: a water connection pipeline, a storm water pipeline, a PG&E electric service connection, and a telephone line.

**D.** Colma and CCSF have been working cooperatively to identify and address their respective requirements and concerns relating to the construction of the portion of the Project located within the Colma’s boundaries. The purpose of this MOA is to identify and specify

the respective requirements relating to the construction of only the Conjunctive Use Project located within the Town's boundaries. Nothing herein shall apply to the Peninsula Pipeline Seismic Upgrades Project; the requirements relating to that project shall be set forth in a separate agreement.

**E.** On April 10, 2013, the San Francisco Planning Department published a Draft Environmental Impact Report ("**DEIR**") for the Project. After the close of a forty-five (45)-day public review period on May 28, 2013, the Planning Department prepared responses to comments on environmental issues received at the public hearings and in writing during the public review period for the DEIR, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period, and corrected errors in the DEIR. This material was presented in a Comments and Responses document ("**C&R**"), published on July 9, 2014. A Final Environmental Impact Report ("**FEIR**") was prepared by the Planning Department, consisting of the DEIR, any consultations and comments received during the review process, any additional information that became available, and the Comments and Responses document. Project files on the FEIR are available for public review at the Planning Department offices at 1650 Mission Street, Suite 400, San Francisco, California. Copies of the DEIR and associated reference materials as well as the C&R are also available for review at public libraries in San Francisco and San Mateo Counties.

**F.** On August 7, 2014, the San Francisco Planning Commission, acting as lead agency on behalf of the CCSF, certified the FEIR. On August 12, 2014, the SFPUC approved the Project, and, in so doing, adopted findings under the California Environmental Quality Act ("**CEQA**"), Public Resources Code section 21000 *et seq.*, including a statement of overriding considerations for the Project's significant and unavoidable impacts, rejected project alternatives, and adopted a mitigation monitoring and reporting program.

**G.** On February 11, 2015, Colma adopted findings under CEQA as a responsible agency, incorporating by reference the CEQA findings of the CCSF and its statement of overriding considerations.

NOW, THEREFORE, in consideration of their mutual covenants in this MOA, the parties agree as follows.

## **1. TERM**

This MOA shall become effective on the date ("**Effective Date**") it has been fully executed and delivered by both parties, provided it has been authorized in a manner required by law by CCSF and Colma. The term of this MOA shall continue in effect thereafter until the earlier of (a) one (1) year after Colma's acceptance pursuant to **Section 3.2(e)** of all CCSF's MOA Work (defined in **Section 3.2(a)**), (b) the ninth (9<sup>th</sup>) anniversary of the Effective Date, or (c) the date this MOA is earlier terminated as provided herein.

If either party breaches a material term of this MOA without the other party's fault and does not cure the breach within thirty (30) calendar days' notice by the non-breaching party, the non-breaching party may terminate this MOA without any penalty or liability of either party to the other; provided, however, if more than thirty (30) days are reasonably required for such cure, the non-breaching party shall not have the right to terminate this MOA on account of such breach if the other party promptly commences the cure within such thirty (30)-day period and diligently prosecutes such cure to completion.

## 2. MEASURES FOR IMPROVEMENT OF PROJECT COORDINATION AND PUBLIC OUTREACH AND COMMUNICATIONS

The parties will endeavor to provide advance notice to each other concerning all press releases and other information created for public consumption concerning the Project within the city limits of Colma and to otherwise comply with the provisions of CCSF's Communications and Public Outreach Plan as stated in the attached Exhibit E. The parties designate the following individuals as contact persons (unless specified elsewhere in this MOA) for press releases and other information created for public consumption:

CCSF: Miranda Iglesias, (415) 551-4394, cell: (415) 525-7686

Colma: Brad Donohue (650) 757-8895

## 3. CCSF CONSTRUCTION

### 3.1. Required Permits and Approvals; Compensation For Certain Colma Costs and Expenses

(a) CCSF anticipates the start of Conjunctive Use Project construction within the boundaries of Colma during the second calendar quarter of 2014 at the locations identified on the attached Exhibit B. CCSF or its contractor ("**Contractor**"), will submit applications (collectively, the "**Permit Applications**") as required by Colma for the licenses, approvals, and/or permits necessary from Colma including, but not limited to City's Encroachment Permit to be issued in the form attached as Exhibit D-1 to Contractor with respect to those locations and for the work described in Exhibit D-2. CCSF or its Contractor will pay any fees charged to CCSF or its Contractor for or in connection with any permit or approval issued with respect to the Project.

(b) In addition to their respective obligations to pay the permit fees described in the previous paragraph, CCSF and its Contractor shall reimburse Colma for its actual legal, employee, and administrative costs in an amount not to exceed Twenty Thousand Dollars (\$20,000) (the "**Colma MOA Costs Reimbursement Cap**") incurred in connection with this MOA and the transactions contemplated in this MOA, including, without limitation, any staff, administrative, or third-party costs incurred by Colma in connection with design review, plan coordination, negotiations, preparation of documents, and construction inspections in connection with the Project or CCSF's MOA Work (defined below) (collectively, the "**Colma Project Costs**"). CCSF shall make an initial payment to Colma in the amount of Five Thousand Dollars (\$5,000) (the "**Initial Colma Cost Payment**") within sixty (60) calendar days of the date CCSF gives a "Notice to Proceed" to its Contractor with respect to the commencement of Project construction. The Initial Colma Cost Payment represents Colma's good-faith estimate of the Colma Project Costs that it has or will incur in connection with the negotiation and preparation of this MOA and the implementation of the Project Work and CCSF's MOA Work. Colma shall draw down on the Initial Colma Cost Payment deposited by or on behalf of CCSF on a monthly basis solely for the purpose of reimbursing Colma for its actual Colma Project Costs.

Prior to each monthly draw on the deposited funds, Colma shall prepare and submit to CCSF monthly statements detailing Colma's actual Colma Project Costs in the foregoing month, including a description of the work or services performed, hours expended, and rates payable by Colma for such work or services, which shall be (i) reasonable, (ii) not discriminatory, and (iii) not exceed the compensation payable by Colma to its employees or agents that perform such work or services (collectively, the "**Reimbursement Criteria**").

Colma shall notify CCSF when eighty percent (80%) of the Colma Cost Payment has been expended. If it appears the remaining balance of the Colma Cost Payment is insufficient

to cover the then-remaining projected Colma Project Costs, Colma shall provide CCSF a cost estimate for the remaining Colma Project Costs based on the Reimbursement Criteria; provided that, in no event shall the total aggregate amount payable by CCSF for Colma Project Costs pursuant to this **Section 3.1(b)** exceed the Colma MOA Costs Reimbursement Cap. If CCSF approves such estimate, which approval shall not be unreasonably withheld, CCSF shall authorize any additional Colma Project Costs up to the amount of the Colma MOA Costs Reimbursement Cap and deposit with Colma additional funds, if any, required to cover the estimated cost of the remaining Colma Project Costs.

Upon completion of CCSF's MOA Work, Colma shall provide CCSF a final cost summary, which shall include an accounting of the actual Colma Project Costs expended by Colma. If the final total of actual Colma Project Costs is less than the amount deposited by or on behalf of CCSF with Colma, then Colma shall remit the difference to CCSF within thirty (30) days of the date of sending the cost summary to CCSF. If the final actual cost exceeds the amount deposited by or on behalf of CCSF with Colma, then CCSF shall remit the difference (in an amount, when combined with amounts previously deposited by or on behalf of CCSF, not to exceed the Colma MOA Costs Reimbursement Cap) to Colma within thirty (30) days of receipt of the cost summary. Should there be a dispute regarding the final cost summary, the parties shall meet and attempt in good faith to resolve the dispute.

### **3.2. Improvements**

**(a) CCSF Obligations.** In consideration of Colma's assumption of obligations pursuant to this MOA, CCSF is assuming obligations to improve CCSF and/or Colma property, following construction of the Project improvements, to a standard that may exceed CCSF's legal obligations as determined by the parties' respective rights and interests in the land or prior legal agreements between the parties. Provided that this MOA remains in effect, CCSF shall make and undertake the improvements, repairs, or replacements to Colma real and personal property as specified in the contract specifications and drawings prepared by or on behalf of Colma and identified in the attached **Exhibit B**, to the extent such improvement, repair, or replacement work of Colma's real and personal property is depicted or described in the contract specifications and drawings identified in **Exhibit B** (the "**MOA Specifications**"). CCSF shall bear the cost of repairing or replacing the improvements to Colma's real and personal property described in the MOA Specifications ("**CCSF's MOA Work**"). In connection with the performance of CCSF's MOA Work and the Project Work, the construction contract between CCSF and its Contractor (the "**Construction Contract**") shall require Contractor to (i) name Colma and its directors, officers, agents, and employees as co-indemnitees with respect to Contractor's obligation to indemnify and hold harmless CCSF and its directors, officers, agents and employees from all Claims (as defined in **Section 4.1** below) directly or indirectly arising out of, connected with, or resulting from the performance or nonperformance of the Project Work and CCSF's MOA Work, and (ii) obtain and maintain insurance coverages in accordance with CCSF's standard specifications ("**Contractor's Insurance**"), modified to require Contractor's general liability insurance policy to name Colma and its directors, officers, agents and employees as additional insureds under the terms of the policy.

**(b) Colma's Approval of MOA Specifications.** CCSF has consulted with Colma in CCSF's preparation of the MOA Specifications and their incorporation into CCSF's construction contract(s). Colma acknowledges that it has reviewed and approves the MOA Specifications, the MOA Specifications as so prepared are consistent with its requirements, the depiction in the MOA Specifications of the placement of existing utilities in, on, or under Colma's property shown in the MOA Specifications (inclusive of gas, electricity, water, sewer, storm water and other drainage, fiber optic, or other pipes, conduits, or utility structures or appurtenances) is accurate and complete, and Colma has no other requirements regarding CCSF's MOA Work. With the exception of those approvals identified in **Section**

**3.1(a)**, Colma represents and warrants that CCSF's Contractor shall not be required to obtain any additional approvals from Colma for implementation of CCSF's MOA Work.

**(c) Changes to MOA Specifications.** If Colma desires changes to the Specifications, Colma shall request such changes in writing. Such proposed changes shall be subject to CCSF's approval, at its sole discretion. Colma shall bear the expense of all additional costs, if any, resulting from those changes to the MOA Specifications requested by Colma and agreed to by CCSF, or to changes required by application of federal, state, or local laws; provided, however, that CCSF shall notify Colma of any anticipated cost increases, and provide Colma with a reasonable opportunity to withdraw the request or otherwise amend the Specifications to avoid cost increases.

If CCSF determines that it is necessary to modify the MOA Specifications because of any changed or newly discovered conditions or other circumstances or to changes required by application of federal, state, or local laws ("**Changed Circumstances**"), it shall notify Colma of the possible modification, including full information about the nature and scope of the proposed modification, the reasons for it, the expected impact on the construction schedule and cost of the Project and CCSF's MOA Work, and how CCSF proposes that any extra costs be shared. CCSF and Colma will diligently and in good faith cooperate to review and agree on the response to such Changed Circumstances, and any related amendment to the MOA Specifications, in time for CCSF to meet any response deadline in the Construction Contract related to Changed Circumstances; provided, however, if the parties are unable to agree within fifteen (15) business days after Colma receives CCSF's notice, CCSF may direct a change to the MOA Specifications if it determines, at its sole discretion, that the change is necessary (i) to preserve the safety or functionality of CCSF's MOA Work, (ii) to obtain a necessary third party approval, (iii) to meet a response deadline under the Construction Contract, or (iv) to avoid cost increases or extensions of the Project construction schedule. Notwithstanding the foregoing, without Colma's prior, written consent, no change in the Specifications will result in any condition that is unsafe in a material manner or deleteriously impacts in a material manner the safety or functionality of CCSF's MOA Work.

**(d) Colma Inspections of CCSF's MOA Work**

**(i)** If Colma so desires, Colma may inspect the progress and condition of CCSF's MOA Work at any time during construction (each, an "**Elective Inspection**"). At one or more stages of CCSF's MOA Work, however, CCSF or its Contractor may give Colma written notice ("**Inspection Notice**") that a Colma inspection is required (a "**Necessary Inspection**"), and Colma shall perform the Necessary Inspection within five (5) calendar days following receipt of such notice. In conducting any inspections, Colma shall not take any actions that unreasonably interfere with the Contractor's performance, direct the Contractor's performance in the field, or authorize any additional work; provided, however, that if Contractor's activities in the course of Project construction ever constitute a risk to the public health, safety, or general welfare or violation of law that would reasonably require action from Colma officials or public safety employees in the exercise of Colma's police or regulatory powers, nothing in this Section shall prevent Colma officials or public safety employees from discharging their responsibilities with respect to such harmful or illegal conduct.

**(ii)** If Colma determines that any of CCSF's MOA Work that has not previously been accepted by Colma does not comply with the MOA Specifications, Colma shall provide written notice to CCSF specifying the basis for such rejection. Such notice shall be delivered to CCSF within two (2) business days after an inspection. Colma's failure to timely notify CCSF of its rejection of any matter shall be deemed Colma's acceptance of such matter.

**(e) Transfer of Ownership and Warranties.** Once CCSF and Colma accept a distinct phase of CCSF's MOA Work as completed by Contractor (a "**Completed Phase**"), CCSF shall deliver to Colma, and Colma shall execute, a certificate of completion and acceptance (a "**COA**") with respect to the Completed Phase in the form attached as **Exhibit D-2** (each COA shall be distinct from any other certificates of acceptance issued by CCSF to Contractor in connection with the Project). Each COA will evidence Colma's acceptance of the Completed Phase reflected in such COA and shall transfer ownership and responsibility for the operation and maintenance of that Completed Phase to Colma. Upon Colma's acceptance of each Completed Phase pursuant to a COA, CCSF shall indemnify and hold Colma harmless from any and all stop notice claims or other claims made by contractors, supplier or laborers for payment arising from or related to such Completed Phase. In addition, Colma and CCSF shall act in good faith to take all steps necessary to assign to Colma the following rights arising under the Construction Contract to the extent relating to each Completed Phase accepted by Colma (i) any express and implied warranties and guaranties from CCSF's Contractor or suppliers related to the Completed Phase (each a "**Warranty**" and collectively "**Warranties**"), (ii) CCSF's contractual rights related to the correction of nonconforming work to the extent applicable to the Completed Phase, and (iii) the right to pursue any Claim against the Contractor for latent defects related to such Completed Phase. Each such assignment with respect to a Completed Phase shall be effective upon or promptly after Colma's execution and delivery of a COA with respect to such Completed Phase and Contractor's executed consent to such assignment (Contractor's delivery of such consent promptly upon CCSF's and Colma's acceptance of a Completed Phase shall be an obligation required of Contractor pursuant to the Construction Contract). In connection with its assignment of the rights set forth above to Colma, the Construction Contract shall require Contractor to procure and provide directly to Colma, promptly upon or coincident with the execution and delivery of a COA with respect to a Completed Phase, a maintenance bond in favor of Colma that will guarantee all of Contractor's obligations with respect to the Warranties applicable to such Completed Phase. Each such bond shall be in a penal sum not less than 20% of the value of the work performed for each Completed Phase, shall cover defective workmanship and materials, and shall be issued by a surety admitted to do business in the State of California.

**3.3. Cooperation in Implementation.** CCSF and Colma agree to cooperate to achieve the implementation of the Project, including but not limited to undertaking those specific obligations described in attached **Exhibit C**.

## **4. INDEMNIFICATION**

### **4.1. Colma Indemnification when CCSF Constructs, Installs, or Places Improvements Designed by or on behalf of Colma**

With respect to any of CCSF's MOA Work constructed, installed, or placed by CCSF in accordance with the MOA Specifications, to the fullest extent permitted by law, Colma shall defend, indemnify, and save harmless CCSF, its Board, commissions, members, officers, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them (collectively, "**Indemnitees**"), from and against any and all demands, claims, losses, costs, judgments, awards, penalties, fines, damages, injuries (including, without limitation, injury to or death of an employee of Colma or its contractors, subcontractors, or consultants), expenses, and liability of every kind (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation) (each, a "**Claim**") that arise out of, or relate to, directly or indirectly, in whole or in part, (a) any defect or negligence in the MOA Specifications or the placement or installation of CCSF's MOA Work constructed pursuant to the MOA Specifications; or (b)

suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by any Indemnitee of any designs, plans, articles, or services included in the MOA Specifications; provided, however, that Colma shall have no obligation to provide indemnity to any Indemnitee for, or hold any Indemnitee harmless from, any Claim to the extent it results from Contractor's acts or omissions or willful misconduct. Colma's obligations under this Section shall survive the expiration or earlier termination of this MOA.

#### **4.2. Indemnification Procedures**

On request, Colma shall defend any action, claim, or suit asserting a Claim covered by its indemnification obligations pursuant to **Section 4.1**. In any action or proceeding brought against any Indemnitee by reason of any Claim indemnified by Colma hereunder, Colma shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that CCSF shall have the right, but not the obligation, to participate in the defense of any such Claim. Colma shall pay all costs that may be incurred by any Indemnitee, including reasonable attorneys' fees, court costs, and all other litigation expenses related to or arising from any Claim. For purposes of this MOA, reasonable attorneys' fees of CCSF when CCSF uses its own attorneys shall be based on the fees regularly charged by public attorneys in comparable circumstances in the San Francisco Bay Area.

#### **4.3. Assumption of Risk; Waiver of Claims**

(a) **Colma's Assumption of Risk and Waiver:** With respect to any potential Claim against CCSF arising out of or related to the Contractor's acts or omissions in the course of the Conjective Use Project, CCSF's MOA Work, or this MOA, Colma shall assume all risk of

- (i) damage to any and all real or personal property owned or under the control or custody of Colma and
- (ii) any bodily injury or death to and of Colma's officers, agents, employees, contractors or subcontractors, or their employees.

This assumption of risk and waiver shall not be valid to the extent any Claim results from the negligence or intentional tort of any Indemnitee.

Notwithstanding the foregoing assumption of risk and waiver, (i) as provided in **Section 3.2(a)** [CCSF Obligations] above, with respect to any Claim arising from Contractor's acts or omissions, Colma as an indemnified party under the Construction Contract and as an additional insured, shall be entitled to the benefits of the Contractor's indemnity pursuant to the Construction Contract and any insurance coverage arising under Contractor's insurance, and (ii) with respect to any Claim arising from or related to any of CCSF's MOA Work, Colma shall be entitled to the benefit of any express or implied warranties from CCSF's contractors relating to CCSF's MOA Work, as set forth in **Section 3.2(e)**.

In connection with the releases set forth in this Section, Colma acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Colma acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Colma realizes and acknowledges that it has entered into this MOA in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this MOA.

**(b) CCSF's Assumption of Risk and Waiver**

With respect to any potential Claim against Colma arising out of or related to the Conjunctive Use Project, CCSF's MOA Work, or this MOA, CCSF shall assume all risk of

- (i) damage to any and all real or personal property owned or under the control or custody of CCSF, and
- (ii) any bodily injury or death to and of CCSF's officers, agents, employees, contractors or subcontractors, or their employees.

This assumption of risk and waiver shall not be valid to the extent any Claim results from the negligence or intentional tort of Colma, its Town Council, commissions, members, officers, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them.

In connection with the releases, CCSF acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

CCSF acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. CCSF realizes and acknowledges that it has entered into this MOA in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this MOA.

**5. MISCELLANEOUS**

**5.1. Notices.**

Except as specifically otherwise provided in **Section 2**, any notice, consent or approval required or permitted to be given under this MOA must be in writing and shall be given by (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) United States registered or certified mail, postage prepaid, return receipt required, to the address(es) set forth below or to such other address as either party may from time to time specify in writing to the other upon five (5) days' prior written notice in the manner provided above. The parties' initial addresses are:



**CCSF:**

To: General Manager  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue,  
San Francisco, CA 94102

and: Greg Bartow, Project Manager  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue,  
San Francisco, CA 94102  
Fax: (415) 934-5724

and: Alan Johanson, SFPUC Project Construction Manager  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue,  
San Francisco, CA 94102  
Fax: (415) 554-1506

**COLMA:**

To: Town of Colma  
Attn: Brad Donohue  
1190 El Camino Real  
Colma, CA 94014-3212

and Town of Colma  
Attn: Sean Rabe  
1190 El Camino Real  
Colma, CA 94014-3212

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any fax numbers are provided for convenience of communication only; neither party may give official or binding notice by fax. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a faxed copy of a notice.

**5.2. Risk of Non-Appropriation of Funds.**

This MOA is subject to the budget and fiscal provisions of CCSF's Charter. CCSF shall have no obligation to make appropriations for this MOA in lieu of appropriations for new or other agreements. Colma acknowledges that CCSF budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Colma assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this MOA. CCSF acknowledges that, in the event a non-appropriation or non-certification of funds prevents CCSF from performing its obligations pursuant to this MOA, (i) Colma shall be relieved of any of its then-executory obligations pursuant to this MOA, (ii) Colma may terminate this MOA as stated in and pursuant to **Section 1** above, and (iii) Colma may seek any remedy available against CCSF pursuant to applicable law with respect to obligations then or previously performed, or consideration then or previously delivered, by Colma pursuant to this MOA for which Colma was not previously compensated or for which Colma did not receive fair consideration as contemplated in this MOA.

### **5.3. Certification of Controller.**

The terms of this MOA shall be governed by and subject to the budgetary and fiscal provisions of CCSF's Charter. Notwithstanding anything to the contrary contained in this MOA, there shall be no obligation for the payment or expenditure of money by CCSF under this MOA unless the CCSF's Controller first certifies, pursuant to Section 3.105 of CCSF's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of CCSF after the fiscal year in which the term of this MOA commences, sufficient funds for the funding of construction costs and any other payments required under this MOA are not appropriated, then CCSF may terminate this MOA, without penalty, liability or expense of any kind to CCSF, as of the last date on which sufficient funds are appropriated. CCSF shall use its reasonable efforts to give Colma reasonable advance notice of such termination.

### **5.4. Severability.**

If any provision of this MOA or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOA, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this MOA shall be valid and be enforceable to the fullest extent permitted by law, provided that the remainder of this MOA can be interpreted to give effect to the intention of the parties.

### **5.5. Good Faith.**

Each party shall use all reasonable efforts and work wholeheartedly and in good faith for the expedited completion of the objectives of this MOA and the satisfactory performance of its terms.

### **5.6. Sole Benefit.**

This MOA is for the sole benefit of the parties and shall not be construed as granting rights to any person other than the parties or imposing obligations on a party to any person other than the other party to this MOA.

### **5.7. Governing Law.**

This MOA is made under and shall be governed by the laws of the State of California.

### **5.8. Amendment; Waiver.**

Neither this MOA nor any term or provision hereof may be changed or amended, except by a written instrument signed by both parties. Any waiver by CCSF or Colma of any term, covenant, or condition contained in this MOA must be in writing, and a waiver of one breach shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition.

### **5.9. Counterparts.**

This MOA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

### **5.10. Recitals and Exhibits.**

The Recitals set forth above are true and correct and are incorporated into this MOA. The attached exhibits referred to herein are incorporated into and made a part of this MOA.

### **5.11. Integration.**

This MOA represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this MOA.

### **5.12. Tropical Hardwood and Virgin Redwood Ban.**

Pursuant to §804(b) of the San Francisco Environment Code, CCSF urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, neither Colma nor any of its contractors shall include in the MOA Specifications or in any other work performed by or on behalf of Colma pursuant to or in connection with this MOA any items that are tropical hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

### **5.13. Nondiscrimination.**

The Town of Colma is an equal employment opportunity employer. The Town will not unlawfully discriminate against qualified applicants and employees with respect to any terms or conditions of employment based on any characteristic of a person that is protected by federal or state law prohibiting discrimination in employment, whether actual or perceived, including but not limited to race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation, except where the characteristic is a *bona fide* occupational qualification allowed by law.

***[SIGNATURES ON FOLLOWING PAGE]***

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement by their duly authorized representatives.

**CITY AND COUNTY OF SAN FRANCISCO,**  
a California municipal corporation

**TOWN OF COLMA,**  
a California municipal corporation

By: \_\_\_\_\_  
Harlan L. Kelly, Jr.  
General Manager  
Public Utilities Commission

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

Dated: \_\_\_\_\_, 2015

Authorized by San Francisco Public Utilities  
Commission, Resolution No. \_\_\_\_\_

Authorized by \_\_\_\_\_,  
Resolution No. \_\_\_\_\_

By: \_\_\_\_\_  
Commission Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Adopted \_\_\_\_\_, 201\_

Adopted \_\_\_\_\_, 201\_

APPROVED AS TO FORM

Dennis Herrera, City Attorney

APPROVED AS TO FORM

By: \_\_\_\_\_

Richard Handel

Deputy City Attorney

By: \_\_\_\_\_

Christopher Diaz

Interim City Attorney

**EXHIBITS:**

- A – Depiction of Project Location
- B – CCSF'S MOA WORK
- C – Cooperation in Implementation
- D –
  - TD-1 Table of Table of Project Construction Locations That Will Require Issuance of Colma Encroachment Permit
  - D-1 Form of Colma Encroachment Permit, and
  - D-2 Form of Certificate of Completion and Acceptance
- E – Communications and Public Outreach Plan

## **EXHIBIT A**

### **Depiction of Project Location**

Town of Colma  
Project Overview Map

[Attach or Insert Map]

**EXHIBIT B**

**CCSF'S MOA WORK**

<b>WD-2668 Drawing Number</b>	<b>Drawing Title</b>	<b>Prepared By</b>	<b>Date</b>	<b>Description of MOA Work and Agreements with Colma; Comments</b>
C0-2 and C0-3	Chain Link Fence Plan	SFPUC Engineering Management Bureau	August 2014	Fence details including black PVC coated fabric
C7-0	Existing Site and Demolition Plan	SFPUC Engineering Management Bureau	August 2014	Existing Conditions. Plan notes the removal of the existing fence and 16 existing trees
C7-1	Colma Blvd Site - New Site Plan	SFPUC Engineering Management Bureau	August 2014	Civil Site Overview Drawing for Colma Blvd Site
C7-2	Colma Blvd. Site – Fence Plan (Sections)	SFPUC Engineering Management Bureau	August 2014	Fence Sections and retaining walls.
C-8.0	location CUP – 19– Existing Site Plan and Demolition	SFPUC Engineering Management Bureau	August 2014	Existing Conditions and Fence Demolition
C8-1	Serramonte Blvd Site Plan	SFPUC Engineering Management Bureau	Dec. 2013	Civil Site Overview Drawing for Serramonte Blvd Site.
M7-1	Colma Blvd Site - Mechanical Site Plan	SFPUC Engineering Management Bureau	August 2014	Repair and replacement of Colma Blvd for connection to storm drain system.
E7-1.0	Colma Blvd Site Electrical Site Plan	SFPUC Engineering Management Bureau	August 2014	Repair and replacement of Colma Blvd for connection to PG&E and Telephone.
M8-1	Serramonte Blvd Site	SFPUC Engineering	August 2014	Connection to existing Colma Sanitary Sewer located on Kohl's Property. Connection to existing Colma

<b>WD-2668 Drawing Number</b>	<b>Drawing Title</b>	<b>Prepared By</b>	<b>Date</b>	<b>Description of MOA Work and Agreements with Colma; Comments</b>
	Mechanical Site Plan	Management Bureau		storm drain on CCSF Property. Repair and replacement Serramonte Blvd for water service connection to Cal Water system located on Serramonte Blvd.
A7-0, A7-1,A7-2	Colma Boulevard Site Plan, Floor Plan and Elevations/Sections	SFPUC Engineering Management Bureau	August 2014	Civil Site Overview Drawings for Colma Boulevard Site
A8-2, A8-3, A8-4,A8-5, A8-6,A8-7	Serramonte Blvd Site Architectural Plans and Details	SFPUC Engineering Management Bureau	August 2014	Exterior revised to address Colma's concerns.
L-7.0	Colma Boulevard Landscape Plan	SFPUC Engineering Management Bureau	August 2014	Landscape Plan for Colma Boulevard site.
L-8.0, L-8.1	Serramonte Blvd Landscaping and Irrigation Plans	SFPUC Engineering Management Bureau	August 2014	Landscaping planting plan and Irrigation Plan.
01010	Summary of Work	SFPUC Engineering Management Bureau	December 2013	Overview of work and access dates.
01055	Noise and Vibration Control	SFPUC Engineering Management Bureau	March 2009	Specification describes noise level thresholds during construction and noise control plan.
Specification 01062  Sections 3.1 through 3.9	Environmental Requirements	SFPUC Engineering Management Bureau	December 2013	Well drilling and other drilling related activities, including pump tests for the wells, will require day/night work. Construction activities (exclusive of well drilling) and pipeline construction in the City of South San Francisco shall be limited to the hours of 8:00 a.m. to 8:00 p.m. Monday through Friday and 9:00 a.m. to 8:00 p.m. on Saturday and from 10:00 a.m. to 6:00 p.m. on holidays.



<b>WD-2668 Drawing Number</b>	<b>Drawing Title</b>	<b>Prepared By</b>	<b>Date</b>	<b>Description of MOA Work and Agreements with Colma; Comments</b>
				Specifications also cover storm water and groundwater discharges.
Specification 01570	Traffic Control	SFPUC Engineering Management Bureau	Undated SFPUC Ver. 3.4	Specification addresses traffic-control requirements and procedures.

## **EXHIBIT C**

### **Cooperation in Implementation**

The parties shall cooperate in good faith with respect to the following issues:

1. Colma shall provide access to CCSF onto Colma property at reasonable times and in reasonable manners to allow installation of necessary noise barriers and vibration monitoring of structures adjacent to the construction zone for Project construction work.
2. Colma shall work with CCSF's contractor to establish haul routes.
3. Colma shall work cooperatively with CCSF's Contractor to establish permit conditions, discharge locations, and discharge rates for groundwater and construction discharges. Colma shall review Contractor's proposed discharge plan in a timely fashion, provide comments, and approve as necessary
4. If utilities are found in CCSF's right-of-way that were not previously discovered and reflected in CCSF's construction plans, Colma will use reasonable efforts to work with CCSF and its Contractor to support, protect, and relocate such utilities.

## **EXHIBIT D**

- **Table of Table of Project Construction Locations That Will Require Issuance of Colma Encroachment Permit**
- **Form of Colma Encroachment Permit, and**
- **Form of Certificate of Completion and Acceptance**

**TABLE D-I**

**Table of Project Construction Locations That  
Will Require Issuance of Colma Encroachment Permit**

<b>WD-2668 Drawing Number</b>	<b>Drawing Title</b>	<b>Prepared By</b>	<b>Date</b>	<b>Description of Encroachment Permit</b>
	Colma Blvd Site - Mechanical Site Plan	SFPUC Engineering  Management Bureau		Trenching and repair of Colma Blvd. for connection Colma's storm drain system, PG&E, and telephone.
	Serramonte Blvd Site -Mechanical Site Plan	SFPUC Engineering  Management Bureau		Connection to existing Colma Sanitary Sewer located on Kohl's Property in compliance with Colma specifications. Connection to existing Colma storm drain on CCSF Property in compliance with Colma specifications. Repair and replacement Connection to Cal Water system in Serramonte Blvd.

**EXHIBIT D-1**

**FORM OF TOWN OF COLMA ENCROACHMENT PERMIT**

**[See following page]**



**ENCROACHMENT PERMIT**  
**ENGINEERING DEPARTMENT**  
**TOWN OF COLMA**

1188 EL CAMINO REAL  
 COLMA, CA 94014

Phone: (650) 757-8888 Fax: (650) 757-8890

Permit No. \_\_\_\_\_  
 Date \_\_\_\_\_  
 Location of Work \_\_\_\_\_

**THIS PERMIT IS NOT VALID UNTIL SIGNED BY THE TOWN**

<b>APPLICANT</b>	<b>CONTRACTOR</b>	
COMPANY	COMPANY	
ADDRESS	ADDRESS	
TELEPHONE	TELEPHONE	
<b>OWNER</b>	CONTRACTOR'S LICENSE NO.	TOWN BUSINESS LICENSE NO.
TELEPHONE	24 HOUR TELEPHONE	
<b>SOILS ENGINEER</b>	<b>CIVIL ENGINEER</b>	
TELEPHONE	TELEPHONE	

APPLICATION IS HEREBY MADE TO EXCAVATE IN  STREET  SIDEWALK  PLANTER STRIP  WATERCOURSE  OTHER: \_\_\_\_\_

TO INSTALL  DRIVEWAY  CURB & GUTTER  SIDEWALK PAVEMENT STORM DRAIN SIGN  TREE  
 WATER SERVICE  SEWER LATERAL  ELECTRIC GAS TELEPHONE CABLE TV  OTHER

AND OTHERWISE ENCROACH BY:

PER  PLANS  DIAGRAM APPROVED BY TOWN ON: \_\_\_\_\_

ESTIMATED START \_\_\_\_\_, ESTIMATED COMPLETION \_\_\_\_\_ OF ENCROACHMENT:  
 DATE DATE

ESTIMATED COST \_\_\_\_\_ BASED ON ATTACHED BID  CONTRACT ENGINEER'S ESTIMATE

CONDITIONS OF APPROVAL: \_\_\_\_\_

**FEES:**  NONE **SURETY:** \_\_\_\_\_

PLAN CHECK \$ \_\_\_\_\_ PAID \_\_\_\_\_ AMOUNT \$ RECEIVED \_\_\_\_\_

PERMIT \$ \_\_\_\_\_ PAID \_\_\_\_\_ BOND \_\_\_\_\_ CERT. OF DEPOSIT \_\_\_\_\_ LETTER OF CREDIT   
SPECIAL DEPOSIT \_\_\_\_\_ SURETY AMOUNT INCLUDES GRADING: YES  NO   
\$ \_\_\_\_\_ PAID \_\_\_\_\_

**INSURANCE:**

GENERAL LIABILITY  AUTOMOBILE LIABILITY  WORKERS COMPENSATION

I HEREBY AGREE TO ACCEPT AND ABIDE BY THE ATTACHED GENERAL ENCROACHMENT PERMIT PROVISIONS, THE BMP'S FOR PREVENTION

OF STORM WATER POLLUTION AND EROSION CONTROL AND THE CONDITIONS OF APPROVAL LISTED OR REFERENCED ABOVE.

PERMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ COMPANY: \_\_\_\_\_

THIS PERMIT IS TO BE STRICTLY CONSTRUED AND NO WORK OTHER THAN THAT SPECIFICALLY MENTIONED ABOVE IS AUTHORIZED HEREBY. PERMIT EXPIRES IN 90 CALENDAR DAYS IF WORK IS NOT STARTED.

DATE GRANTED: \_\_\_\_\_ BY: \_\_\_\_\_

DATE EXPIRES: \_\_\_\_\_, EXTENDED ON: \_\_\_\_\_, EXTENDED TO: \_\_\_\_\_, EXTENDED BY \_\_\_\_\_

WORK COMPLETED \_\_\_\_\_  AS-BUILTS RECEIVED  MAINTENANCE BOND REQUIRED, AMOUNT \_\_\_\_\_

BONDS RELEASED: PERFORMANCE \_\_\_\_\_ MAINTENANCE \_\_\_\_\_

**GENERAL ENCROACHMENT  
PERMIT PROVISIONS**

1. All work shall be in accordance with Town of Colma Standard Specifications and designated standard drawings.
2. Contractors shall prominently display their company name, address and telephone number on each job site.
3. Permittee shall notify the Town at least two working days before starting work or resuming work after a suspension.
4. At least two working days in advance of starting excavation in an area that is known or could be reasonably be expected to contain subsurface facilities, Permittee shall contact Underground Service Alert (USA) at 1 (800) 642-2444 and obtain an inquiry identification number. This number shall be given to the Town Inspector prior to the start of excavation.
5. Permittee shall keep adequately informed of all State and Federal laws and local ordinances and regulations that in any manner affect work covered by this permit.
6. Work or use shall be completed by the expiration date stated on the permit unless an extension is requested by permittee in writing and granted by the Town in writing.
7. This permit and any Town approved plans relating thereto shall be kept at the job site and be available for inspection at all times work is in progress.
8. No changes in the encroachment, use or plans relating thereto shall be made without written approval of the Town.
9. A separate application and approval is required for the temporary closure of any street. Application must be made at least two weeks in advance of the intended date of closure.
10. Permittee and its contractor(s) shall indemnify and hold Town harmless from liability claims for personal injury or property damage arising out of work covered by this permit and shall obtain insurance coverages with respect to such work as stated in the Memorandum of Agreement dated as of [REDACTED], 2015 (the "MOA") between Permittee and the Town of Colma.
11. Adjoining property and improvements that could be damaged in the progress of work covered by this permit shall be protected. Damaged improvements or property shall be restored to a condition acceptable to the City Engineer at the Permittee's sole expense. A minimum of inconvenience to the public and property owners shall be caused.
12. Dust, erosion and storm water pollution control measures shall be implemented as shown on approved plans and as required by the Town.
13. Permittee shall provide for proper drainage if the work involves a drainage facility or watercourse or if it interferes with an established drainage pattern.
14. Unless permitted, no material or equipment shall be stored within any public right-of-way or drainage course. If permitted, proper safety and warning devices must be provided by Permittee.
15. Storm and Sanitary sewer lines shall be constructed to grades and elevations shown on approved plans. Minimum cover for all other pipes installed in roadway areas (between curbs or shoulder edges) shall be



0.75 meter (30 inches). Outside of roadway areas, minimum cover shall be 0.45 meter (18 inches). The Town reserves the right to require greater depths where necessary to avoid insufficient cover after planned future construction of planned future surface improvements or grading.

16. The Town Engineering Department is to be notified immediately upon discovery of any underground pipe or facility not shown on the plans or otherwise previously anticipated.
17. No survey monument or reference point shall be disturbed or removed prior to being tied out by a licensed Surveyor or Civil Engineer licensed to perform surveying. All costs of replacing survey monuments and reference points shall be borne by Permittee.
18. Any omission on the part of any Town Representative to require lights, barriers or other warning or protective measures and devices in approval of this permit or review of field conditions shall not excuse the Permittee from complying with all requirements of law and appropriate regulations, ordinances, standards and practices for adequately protecting the safety of persons using public streets.
19. Trenches in public traveled ways must be backfilled and capped with temporary paving at the end of each day's work. No open trenches will be allowed to remain open overnight.
20. Trench level and temporary paving must be maintained in safe condition by Permittee, until permanent paving is installed and accepted by the Town.
21. Permittee shall permanently restore all disturbed surface improvements to the satisfaction of the Town within twenty-five working days of their initial disturbance unless otherwise permitted by the Town in writing.
22. The Civil Engineer shall submit acceptable As-Built plans to the Town prior to the release of the surety.
23. To the extent required by, and as stated in, the MOA, Permittee shall cause it's contractor(s) to repair damage to any Town of Colma improvements that occurs as the result of work done under the permit for a period of one year after completion.

**RECORD OF INSPECTIONS**

<b>Date</b>	<b>Time</b>	<b>Inspection</b>	<b>Notes and Remarks</b>	<b>Inspector</b>

**EXHIBIT D-2**

**Form of Certificate of Completion and Acceptance**

**CERTIFICATE OF COMPLETION AND ACCEPTANCE**

This Certificate of Completion and Acceptance is made by the Town of Colma, a California municipal corporation (“**Colma**”), and the City and County of San Francisco (“**CCSF**”), a California municipal corporation, with respect to certain improvements constructed by CCSF within the geographical boundaries of Colma.

**RECITALS**

A. Colma and CCSF entered into that certain Memorandum of Agreement (“**MOA**”), dated for reference purposes only \_\_\_\_\_, 2014, with respect to the construction of CCSF’s Regional Groundwater Storage and Recovery Project through and on properties located within the Town of Colma.

B. Section 3.2(e) of the MOA requires CCSF to deliver and Colma to execute a Certificate of Completion and Acceptance upon completion of construction of distinct phases of the CCSF MOA Work (as that term is defined in the MOA).

C. Colma has inspected the CCSF MOA Work described as \_\_\_\_\_ [insert brief description – intersection(s) name(s), etc.] and more particularly described on **Exhibit 1** to this Certificate (the “**Improvements**”) and determined that the Improvements have been satisfactorily completed.

NOW THEREFORE, Colma and CCSF each certify as follows:

1. CCSF certifies that, as of the date of this Certificate of Completion and Acceptance, it has assigned or is in the process of assigning all warranties and guaranties related to the Improvements as required by Section 3.2(e) of the MOA.
2. Colma hereby accepts ownership and control of the Improvements, including responsibility for the operation and maintenance of the Improvements.
3. This Certificate is not a Notice of Completion as defined in California Civil Code Section 3093.
4. Nothing contained in this Certificate of Completion and Acceptance shall modify or alter in any way the provisions of the MOA.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY AND COUNTY OF SAN FRANCISCO,  
a California municipal corporation

By: \_\_\_\_\_

TOWN OF COLMA,  
a California municipal corporation

By: \_\_\_\_\_

**[Attach Exhibit 1]**

## **EXHIBIT E**

### **Regional Groundwater Storage and Recovery Project**

#### **Communications and Public Outreach Plan for Town of Colma**

#### **PROJECT COORDINATION AND PUBLIC OUTREACH AND COMMUNICATIONS**

##### **1.1. Community Outreach - Prior to Commencement of Construction**

CCSF and its communications consultants will conduct targeted community outreach and information dissemination during the period prior to the commencement of Project construction. Outreach during this period shall include efforts such as:

- (a) Direct mail of a Project Information/Fact Sheet to adjacent neighbors and stakeholders as deemed necessary by CCSF or requested by Colma.
- (b) Informational meetings as needed with, or reasonably requested by, Colma staff and officials, property owners, emergency-related agencies, representatives of impacted schools, nearby business or merchants and other neighborhood groups.
- (c) Creation of a Project web page, searchable or organized for easy navigation to a particular segment of the construction, with street level updates on construction activities.

##### **1.2. Community Outreach – Immediate Pre-construction Period (After Notice to Proceed to Contractor)**

CCSF and its communications consultants will conduct targeted community outreach and information dissemination during the period immediately prior to construction (i.e., after issuance of "Notice to Proceed" to CCSF's contractor (approximately 4 – 6 weeks prior to start of construction). Outreach during this period shall include efforts such as:

- (a) Direct mail and/or "door hangers" of a Project Information/Fact Sheet (bilingual where appropriate) to adjacent neighbors and stakeholders, to include a construction schedule, safety information, and Project contact information/website.
- (b) Distribution of news releases and newspaper advertisements if needed.
- (c) Meetings with school staff, nearby business groups, and other neighborhood groups as needed or requested.
- (d) Direct contact with affected property owners to answer questions, offer walk-through, ensure removal of personal property from construction area, etc.
- (e) Frequent updating of Project web page.
- (f) E-mail dissemination of project updates or schedule changes would be disseminated where appropriate.
- (g) If requested, updates for posting or publication by Town (e.g., on Town website, LiveWire, weekly updates to Council)

In addition, CCSF representatives shall make an appropriate informational presentation with respect to the Project to Colma's Town Council prior to the commencement of Project construction.

### **1.3. Community Outreach – During Construction**

CCSF and its consultants will conduct targeted community outreach/information dissemination, and respond to resident concerns and issues for the duration of the construction period. Outreach during this period shall include efforts such as:

- (a) Staffing of a Project public information liaison in the area through our project office sites.
- (b) A construction toll-free hotline phone number, to be staffed 24 hours a day, 7 days a week.
- (c) Direct mail and “door hangers” of a Project Information/ Construction Update to adjacent neighbors and stakeholders, to include updated construction schedule, advance notice of construction activities, safety information, and Project contact information/website.
- (d) On-site signage providing Project contact information, website, and other information.
- (e) Additional signage such as alternate biking/pedestrian/driving detour signage will direct residents accordingly to avoid targeted construction area.
- (f) Advance notice to immediate neighborhood and wider community of street closures, lane closures, and detours.
- (g) Newspaper advertisements, radio, or other outreach, as needed.
- (h) Frequent updating of Project web page.
- (i) Utilize San Mateo ALERT system to keep residents, businesses and property owners of upcoming construction traffic impacts or temporary road closures.
- (j) Incorporate project educational outreach related to the Regional Groundwater Storage & Recovery Project.

In addition, CCSF representatives shall make an appropriate informational presentation with respect to the progress of Project construction to Colma's Town Council approximately three (3) months after the commencement of Project construction.

### **1.4 Community Outreach – Mutual Advance Notice and Cooperation**

The parties will endeavor to provide advance notice to each other concerning all press releases and other information created for public consumption concerning the Project within the sphere of influence of Colma. The parties designate the following individuals as contact persons (unless specified elsewhere in this MOA) for press releases and other information created for public consumption:

CCSF: Miranda Iglesias, Communications Liaison: (415) 551-4394, cell: (415) 525-7686  
Colma: Brad Donohue: (650) 757-8895



# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Sean Rabé, City Manager  
 Charlie Francis, Finance Director  
 MEETING DATE: February 11, 2015  
 SUBJECT: Mid-Year Budget Review

## RECOMMENDATION

Staff recommends that the City Council adopt the following motion:

MOTION TO ACCEPT MID-YEAR BUDGET REPORT FOR FISCAL YEAR 2014/15.

## EXECUTIVE SUMMARY

On June 11, 2014 the City Council adopted a budget with revenues and net transfers totaling \$15,017,030, and expenditures totaling \$19,070,060 resulting in a spending plan that invested \$4,053,730 from accumulated reserves for certain capital projects.

Budget versus projected variances for total Town revenues are as detailed in the following table, and explained below:

Total City Revenue / Transfers	Mid Year Projections		
	Budget	Projected	Variance
<b>Taxes</b>			
Property Taxes	357,100	419,500	62,400
Sales Taxes	8,850,000	10,010,187	1,160,187
Cardroom Taxes	4,000,000	4,000,000	0
Other Taxes	131,500	121,500	(10,000)
<b>Total Taxes</b>	<b>13,338,600</b>	<b>14,551,187</b>	<b>1,212,587</b>
Licenses & Permits	56,000	201,700	145,700
Fines and Forfeitures	60,250	60,250	0
Use of Money and Property	392,700	392,702	2
Revenues from Other Agencies	397,020	399,620	2,600
Charges for Current Services	717,160	717,160	0
Other Revenues	45,300	4,795,300	4,750,000
<b>Total Revenues</b>	<b>\$15,007,030</b>	<b>\$21,117,919</b>	<b>\$6,110,889</b>
Transfers In	5,543,750	16,150,243	10,606,493
Transfers Out	(5,533,750)	(16,150,243)	(10,616,493)

Projected variances for expenditures are detailed in the following table and explained in the fiscal analysis section.

Total City Expenditures	Mid Year Projections		
	Budget	Projected	Variance
Salaries	4,536,230	4,435,658	100,572
Benefits	2,890,800	2,661,790	229,010
Supplies & Services	1,548,650	1,532,650	16,000
Contracts	10,066,580	20,683,853	(10,617,273)
Capital Outlay	28,500	81,400	(52,900)
<b>Total Expenditures</b>	<b>\$19,070,760</b>	<b>\$29,395,351</b>	<b>(\$10,324,591)</b>

### FISCAL IMPACT

The resulting impact on Total Fund balances are as follows:

	Mid Year Projections		
Net Revenues, Transfers, Expenditures	(\$4,053,730)	(\$8,277,432)	(\$4,223,702)
Beginning Fund Balances	\$23,344,249	\$27,547,925	\$4,203,676
Ending Fund Balances	\$19,290,519	\$19,270,493	(\$20,026)

### BACKGROUND AND ANALYSIS

#### General Fund Revenues

Sales taxes were estimated at \$8,850,000. Based upon third quarter results (July – September 2014) the sales taxes are now estimated at \$10,010,187, an increase of \$1,160,187. Property taxes, including secured, unsecured, and other related taxes, are now estimated to be about \$62,400 over budget. Cardroom taxes are estimated to continue to be weak, but expected to meet the budget revenue estimate of \$4,000,000

Overall, General Fund revenues are now estimated to exceed budget estimates by about \$1,215,187.

#### General fund Expenditures

General Fund salaries and benefits are expected to be \$99,772 and \$229,010 under budget. Salaries are less than budgeted due to the timing gap of new hire replacements following termination of former employees; as well as to the lower starting salaries of new employees following the resignation of higher tenured employees. These same conditions also impact the cost of benefits being lower than budget as pension benefits are percentage of salaries. Another reason for the positive estimate of benefit expenses being lower than budget, is that actual health care cost inflation is less than originally budgeted. The budget also anticipated new employees being hired in the Tier 2 pension category, however new hires that enter as PEPRAs employees have lower benefit costs.

The largest increase of estimated expenses exceeding budget is for capital projects, primarily the New Town Hall Renovation Project. To be conservative while presenting

this report, the mid-year budget review anticipates the full funding of the New Town Hall project at \$13 million, and projects that the project will be funded through a combination of cash reserves and the issuance of \$4,750,000 in Certificate of Participation (COP's). The remaining \$8,250,000 million would be funded from the Town's cash reserves. If the Council opts for a smaller project budget the Town's cash reserve position will increase.

The following tables summarize General Fund revenues and expenditures and impacts on Fund Balances:

General Fund Revenue / Transfers		Mid Year Projections		
		Budget	Projected	Variance
<b>Taxes</b>				
	Property Taxes	357,100	419,500	62,400
	Sales Taxes	8,850,000	10,010,187	1,160,187
	Cardroom Taxes	4,000,000	4,000,000	0
	Other Taxes	131,500	121,500	(10,000)
<b>Total Taxes</b>		<b>\$13,338,600</b>	<b>\$14,551,187</b>	<b>\$1,212,587</b>
Licenses & Permits		56,000	201,700	145,700
Fines and Forfeitures		60,250	60,250	0
Use of Money and Property		392,700	392,702	2
Revenues from Other Agencies		196,270	196,270	0
Charges for Current Services		717,160	717,160	0
Other Revenues		45,300	45,300	0
<b>Total Revenues</b>		<b>\$14,806,280</b>	<b>\$16,164,569</b>	<b>\$1,358,289</b>
Transfers In		110,750	4,853,350	4,742,600
Transfers Out		(5,433,000)	(16,046,893)	(10,613,893)
<b>Total Revenues &amp; Net Transfers</b>		<b>\$9,484,030</b>	<b>\$4,971,026</b>	<b>(\$4,513,004)</b>

General Fund Expenditures		Mid Year Projections		
		Budget	Projected	Variance
Salaries		4,460,030	4,357,958	102,072
Benefits		2,858,290	2,628,750	229,540
Supplies & Services		1,543,750	1,527,750	16,000
Contracts		4,633,580	4,636,960	(3,380)
Capital Outlay		28,500	81,400	(52,900)
<b>Total Expenditures</b>		<b>\$13,524,150</b>	<b>\$13,232,818</b>	<b>\$291,332</b>
<b>Net Revenues, Transfers, Expenditures</b>		<b>(\$4,040,120)</b>	<b>(\$8,261,792)</b>	<b>(\$4,221,672)</b>
Beginning Fund Balances		\$23,265,000	\$27,467,979	\$4,202,979
Ending Fund Balances		\$19,224,880	\$19,206,187	(\$18,693)

General fund reserves are expected to be allocated as follows:

Total General Fund Reserves	Mid-Year Projections			
	Committed Reserves	Budget	Projected	Variance
Debt Reduction		-	618,000	618,000
Retiree health Care		1,042,000	1,042,000	-
Budget Stabilization *		13,524,000	13,204,000	(320,000)
<b>Total Committed Reserves</b>		<b>14,566,000</b>	<b>14,864,000</b>	<b>298,000</b>
<b>Assigned Reserves</b>				
Litigation		100,000	100,000	-
Insurance		100,000	100,000	-
Disaster Response & Recovery		750,000	750,000	-
<b>Total Assigned Reserves</b>		<b>950,000</b>	<b>950,000</b>	<b>-</b>
<b>Total Unassigned Reserves</b>		<b>3,708,880</b>	<b>3,275,467</b>	<b>(433,413)</b>
<b>Total Reserves</b>		<b>19,224,880</b>	<b>19,089,467</b>	<b>(135,413)</b>

### Other Funds

Gas Taxes are projected to be over original budget estimates by \$2,600. Measure A taxes and Police Grant are expected as budgeted.

Although \$5,433,000 was budgeted for contract expenditures in the Capital Projects Fund, and funded by a transfer from the General Fund, it is anticipated that approximately \$10,046,893 on contract costs will occur during FY 15 as explained above for the new Town Hall renovation project. The remaining monies will be carried over as Capital project fund Reserves for FY 16 and beyond for contract expenses.

### Council Adopted Values

The Staff recommendation is consistent with the Council adopted values of:

- *Responsibility:* Making decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the agency, especially its financial stability.
- *Fairness:* Support the public's right to know and promote meaningful public involvement.

### Alternatives

Council could choose not to accept this report, and direct staff to provide a more detailed analysis by department and bring it back to council at a later meeting.

### CONCLUSION

Staff recommends that the City Council adopt a motion accepting this report.





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Brian Dossey, Director of Recreation Services  
 VIA: Sean Rabé, City Manager  
 MEETING DATE: February 11, 2015  
 SUBJECT: 2015 Adult Holiday Event

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## STAFF RECOMMENDATION

Staff recommends that the City Council adopt motion directing the City Manager:

1. To plan and coordinate an Adult Holiday Event at the South San Francisco Conference Center on December 12, 2015;
2. To set the participation fee for the Adult Holiday Party at \$15 for adults and \$10 for Seniors and Disabled; and,
3. To plan and coordinate the annual Town Picnic for September 5, 2015.

## EXECUTIVE SUMMARY

At the January meeting, City Council approved a motion directing staff to plan and program an Adult Holiday event in 2015. City Council directed staff to further research the South San Francisco Conference Center as an option, and to look at other potential venues. Staff has reached out and spoken with several venues and based on their availability and willingness to work with the Town, staff is recommending the South San Francisco Conference Center as the venue for the 2015 Adult Holiday Event.

Due to the cost of the Adult Holiday Event and the policies surrounding how the Recreation Services Department sets participation fees, staff is recommending the City Council temporarily amend the fee structure for the Adult Holiday Party making it more affordable for the residents to participate.

Based on feedback from the January meeting, staff is also recommending the City Council direct the Recreation Services Department to plan and coordinate the annual Town Picnic. The picnic has been the Town's signature community event for the past several years and staff fears the event would lose its appeal if it was alternated with the Adult Holiday Event.

## FISCAL IMPACT

Staff estimates a Holiday Event at the South San Francisco Conference Center for adults and seniors to cost \$24,600.

Staff estimates the Town Picnic at the Sterling Park Recreation Center to cost \$15,000.

By hosting both events in Fiscal Year 2015-16, staff estimates an increase of approximately \$10,000 to the Recreation expenditures budget. This is because the department will not be programming for 90<sup>th</sup> anniversary events and activities, and will reduce picnic expenditures in FY2015-16.

## **BACKGROUND**

At the January meeting, City Council approved a motion directing staff to plan and program an Adult Holiday event in 2015. Staff proposed three options for City Council to consider and City Council chose to host an event at a venue outside of the Town of Colma.

Staff selected the South San Francisco Conference Center as a potential site and proposed this as an option; however, questions were raised over the feasibility of hosting the Town's Holiday Event at the Conference Center. These questions included:

1. Would the room at the Conference Center accommodate the Town's needs and where was the room in relationship to the parking lot?
2. Since there was another event going simultaneously with the Town's, would there be enough parking?
3. Would there be an area for a lounge for people to talk away from the music/dancing area?
4. What is the cancellation policy and when do we have to confirm/pay a deposit?

City Council directed staff to further research the Conference Center as an option and to look at other potential venues, and to recommend a site that would accommodate the Town's needs. Based on feedback from City Council staff researched locations based on the following criteria:

- Proximity to Colma
- Ability to accommodate 250-300 people
- Diversity and flexibility of menu options
- Sufficient parking and transportation accommodations
- Ability to provide lounge/quiet area
- Willingness to work with budget

Staff reached out and spoke with several venues and has detailed findings in the attached spreadsheet (Attachment A – Adult Holiday Event Venue Matrix). Staff also summarized findings in the Analysis section below.

## **ANALYSIS**

### Adult Holiday Party

#### *South San Francisco Conference Center*

Based on the above mentioned criteria, its availability and willingness to work with the Town, staff is recommending the South San Francisco Conference Center as the venue for the 2015 Adult Holiday Event. Staff met with the Catering Manager at the Conference Center and responded to City Council's questions below:

- Meeting rooms A-E are right in front as you enter the conference center and if needed, can accommodate up to 280 people.
- The other event that is being hosted by the Conference Center that evening starts slightly later than the Town's, giving the Town's guests first opportunity at the main parking lot.
- Staff has reserved the Baden Room (lounge area), as with past Holiday Events, at the Conference Center. The Catering Manager has waived the room fee for the lounge for our event.
- The Conference Center has extended the Town's tentative hold until February 13, 2015 so Council can direct staff as to whether or not the Town should enter into a contract.

The Conference Center also revised its menu adding a pasta dish and sundae bar at no additional cost, and waived its corkage fee. Thus, if the Town wanted to place a bottle of red and a bottle of white wine on each table, staff could purchase four cases of wine for as little as \$350.00 and the Conference Center would chill, open and place the bottles on the tables. Please see the Conference Center's proposal (Attachment B).

With small changes from previous years (no formal invitations, fewer decorations, cash bar, and a little less food), staff estimates the cost of the event at the Conference Center to be \$24,600 with 250 participants. Based on 250 participants, the per person charge will be \$98.00.

<u>Item</u>	<u>Cost</u>
Marketing Materials (Flyers, invites, postage, etc.)	\$500
Food & Beverage (appetizers, buffet, desserts, cash bar and SSF Conference Center charges)	\$19,100
Decorations (centerpieces & holiday scenes-props)	\$1,000
Entertainment (DJ)	\$1,000
Transportation	\$3,000
<b>TOTAL</b>	<b>\$24,600</b>

Under the Recreation Services Department fee structure, the cost of this program would be \$58 (60 percent of cost) for adults and \$29 (30 percent of cost) for seniors and disabled. This is because the event is open to adults and seniors only and is not being held at a Town facility. Based on the cost to the resident, staff has concerns over meeting minimum registration requirements.

Staff recommends the City Council temporarily amend the fee structure for the Adult Holiday Party making it more affordable for the residents to participate. There is a provision in the Administration Code (section 2.01.085) that allows for temporary guidelines. Staff recommends the participation fee to be \$15 for adults and \$10 for seniors making it affordable for maximum participation.

*The Crown Plaza at the San Francisco Airport*

The Crown Plaza at the San Francisco Airport is another option, and staff does have a temporary hold on this site; however the Conference Center is a little closer to Colma and its food and beverage costs are slightly lower. The Crown Plaza's Banquet facilities are nice, could accommodate the Town's estimated participation, and provide a lounge/quiet area as you enter the space. However, the ceiling in the Banquet Room at the Crown Plaza is lower than the

Conference Center so the space does seem smaller and more cramped. The Crown Plaza agreed to waive their parking fee; however the parking lot could be impacted because of the hotel's occupancy. Please see the Crown Plaza's proposal (Attachment C).

#### *Lake Merced Golf Club*

The Lake Merced Golf Club is a great venue; however the site is not available on any Saturday in December. Also, the site can only accommodate up to 250 people maximum, which could be a problem if our numbers exceeded 250.

#### *Other venues*

Staff also reached out to several other venues however they were not considered due to space constraints, cost, distance relative to Colma, and responsiveness. (See Attachment A - Holiday Event Venue Matrix)

#### Town Picnic

At the January meeting, City Council expressed interest in hosting both an Adult Holiday Event and the annual Town Picnic. There was some discussion as to alternating the two events from year to year; however the picnic has been the Town's signature community event for the past several years, and there was concern over the picnic losing its appeal if it was alternated from year to year.

Staff estimates the Town Picnic at the Sterling Park Recreation Center can be downsized some, reducing the cost to \$15,000. As you may recall, this was done in Fiscal Years 2011, 2012 and 2013 during the recession.

By hosting both events in FY2015-16, staff estimates an increase of approximately \$10,000 to the Recreation expenditures budget. This is because the department will not be programming for 90<sup>th</sup> anniversary events and activities, and can reduce picnic expenditures in FY2015-16. As you may recall, \$10,000 was budgeted for 90<sup>th</sup> Anniversary events and \$20,000 for the Town Picnic in FY 2014-15. By allocating \$10,000 from the 90<sup>th</sup> Anniversary events in FY2014-15 to an Adult Holiday Event in FY2015-16, and reducing the FY2015-16 Picnic budget by \$5,000, an additional \$10,000 would be needed to host both events. Please see chart below:

<b>Expenditure</b>	<b>FY2014-15</b>	<b>FY2015-16</b>
Town Picnic	\$20,000	\$15,000
90 <sup>th</sup> Anniversary Events	\$10,000	N/A
Adult Holiday Event	N/A	\$24,600
<b>Total</b>	<b>\$30,000</b>	<b>\$39,600</b>

#### **Council Adopted Values**

Per policy, the Recreation Services Department activities are planned and coordinated so all programs are offered to the community equitably. Due to the recent recession, the Adult Holiday Event was canceled creating an imbalance to programs offered to the community. By approving the recommendation to host an Adult Holiday Event and Town Picnic in 2015, the

City Council would be making the *responsible* decision, once again offering programs equitably to all populations.

### **Sustainability Impact**

Staff coordinates and implements program and activities which are in alignment with the Town's Climate Action Plan and Sustainability Policy. For example, all invitations and flyers are printed on recycled paper products. Also, when food and beverages are provided, staff uses recyclable products to serve the food.

### **Alternatives**

1. Do not host an Adult Holiday Event and instead direct staff to plan and coordinate a Holiday Community Event at the Colma Community Center; or,
2. Do not host an Adult Holiday event and instead Host the Annual Town Picnic in 2015.

### **SUMMARY**

Based on its availability and willingness to work with the Town, staff is recommending the South San Francisco Conference Center as the venue for the 2015 Adult Holiday Event.

Due to the cost of the Adult Holiday Event and the policies surrounding how the Recreation Services Department sets participation fees, staff is recommending the City Council to temporarily amend the fee structure for the Adult Holiday Party making it more affordable for the residents to participate.

Based on feedback from the January meeting, staff is recommending the City Council direct the Recreation Services Department to plan and coordinate the annual Town Picnic.

### **ATTACHMENT**

- A. 2015 Adult Holiday Event Venue Matrix
- B. South San Francisco Conference Center Proposal
- C. Crown Plaza Proposal

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## 2015 Adult Holiday Event Venue Matrix

Venue	Distance from Colma	Availability	Capacity	Lounge Area	F&B Cost	F&B Details	Staff Comments	Total Cost (F&B plus \$5,500, inc. Transportation, DJ, Decorations, Misc.)	Recommendation
<b>Crown Plaza - SF Airport</b>	10 miles	12-Dec	400	Yes	\$21,200	3 appetizers, buffet with two salads, two entrees, vegy pasta, two sides, rolls, and two desserts plus sundae bar. Hosted non-alcoholic beverages - cash bar	Room would work well (gives us the opportunity to go above 250) and they have a lobby area that could serve as the lounge. Hotel agreed to waive parking fee.	\$26,700	Yes
<b>Lake Merced Golf Club</b>	2 Miles	Not Available	250 Max	With Dance Floor in Bar Area - the Banquet Room would become the quiet/lounge area	\$20k-\$21k plus \$1,500 room fee	Chef's choice of 3 appetizers, 3 course plated meal including dessert. Hosted non-alcoholic beverages - cash bar. Also need to add \$1,500 for room rental.	Room would barely accommodate Town, Golf Club staff said it would be very tight, dancing would be in bar area. The location and space are great, staff has concerns over size of space and dance floor in bar area. Also, its not clear where we could do a lounge. Due to size of group they can only do a plated meal. Town would not be able to exceed 250 due to room size.	\$27,500k-\$28,500	Could work for Town, but not available
<b>Westin Saint Francis Hotel - San Francisco</b>	10 Miles	N/A	N/A	N/A	N/A	N/A	No Response	N/A	No

## 2015 Adult Holiday Event Venue Matrix

Venue	Distance from Colma	Availability	Capacity	Lounge Area	F&B Cost	F&B Details	Staff Comments	Total Cost (F&B plus \$5,500, inc. Transportation, DJ, Decorations, Misc.)	Recommendation
<b>Hyatt - Burlingame</b>	10 Miles	Not Available	N/A	N/A	N/A	N/A	Renovating Meeting Space - Not Available	N/A	No
<b>College of San Mateo</b>	18 Miles	12-Dec	300	N/A	N/A	N/A	Based on comments from previous renter decided that CSM would not be a good fit - Location, easy to get lost, limited parking, and distance from Colma. Guests could be in for 30-40 minute bus ride to and from venue.	N/A	No
<b>Skyline College</b>	6 Miles	N/A	200	N/A	N/A	N/A	Inadequate space - can only accommodate 200	N/A	No
<b>SSF Conference Center</b>	5 Miles	12-Dec	280	Yes	\$19,100	3 appetizers, buffet with two salads, two entrees, pasta, two sides, rolls, and two desserts plus sundae bar. Hosted non-alcoholic beverages - cash bar	Good fit for Town, location and room space works, the food is good and they are familiar with our needs. By providing transportation parking should be less of an issue.	\$24,600	Yes
<b>de Young Museum</b>	7 Miles	N/A	400	N/A	\$19k-\$25k	N/A	Room rental alone is \$12,500 and based on other food costs (\$19k minimum) this site seemed cost prohibited.	\$37,500 - \$43,500	No



# ATTACHMENT B

## SOUTH SAN FRANCISCO CONFERENCE CENTER



CLIENT: TOWN OF COLMA

DATE: December 12, 2015


ITEM	PRICE	QUANTITY	TOTAL
Dinner buffet-Dessert & Appetizers selected	\$48.00	250	\$12,000.00
Hosted sodas (each)	\$2.50	200	\$500.00
Waived corkage fee for wine			\$0.00
			\$0.00
			\$0.00
<b>Food and Beverage Subtotal</b>			\$12,500.00
20% Banquet Service Charge			\$2,500.00
Subtotal			\$15,000.00
9.00% California State Sales Tax			\$1,350.00
<b>Food and Beverage Total</b>			\$16,350.00
Conference Center Charges (per person)	\$10.00	250	\$2,500.00
Cleaning/damage deposit (refundable)	\$250.00	1	\$250.00
Rental Fee (Baden A-Waived)	\$425.00		\$0.00
<b>Total SSFCC Charges</b>			\$2,750.00
<b>TOTAL</b>			\$19,100.00

Appetizers: Cheese platter, Stuffed mushrooms and BBQ sesame chicken

Dinner Buffet Menu: Caesar salad, House salad, Chicken Toscano, Roast Pork Loin, Pasta Alfredo OR Pesto, Mixed vegetables, Rice vermicelli, Rolls, butter and Coffee service. Iced tea/water on tables.

Dessert: Cheesecake, Tiramisu and a Sundae bar

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ESTIMATED INVOICE		 <b>CROWNE PLAZA<sup>®</sup></b> SAN FRANCISCO AIRPORT		
(please note that this is ONLY an estimated invoice/final charges will be determined at the conclusion of your event)				
<b>GROUP INFORMATION</b>				
Name of Group: Colma Holiday Party				
Arrival Date: December 12, 2015				
Departure Date: December 12, 2015				
<b>CONTACT INFORMATION</b>				
Brian Dossey				
1198 El Camino Real				
Colma, CA 94014				
<b>GUEST ROOMS</b>				
Single			\$	-
Double			\$	-
Triple			\$	-
Quad			\$	-
<b>Total</b>			\$	-
Occupancy Tax		12%	\$	-
Tourism Fee			\$	-
<b>Guest Room Total</b>			\$	-
<b>BANQUETS/CATERING</b>				
	<b>Number of Guests</b>	<b>Number of Days</b>	<b>Rate</b>	<b>Total</b>
<b>Executive Meeting Package</b>				
Breakfast-Mid Continental			\$	-
AM Break			\$	-
Luncheon (Market Deli Lunch)			\$	-
PM Break			\$	-
Non Alcoholic Beverages (Sodas - Estimated)	200	1	\$ 3.50	\$ 700.00
Dinner - Includes Apps, Buffet & Dessert	250	1	\$ 60.00	\$ 15,000.00
<b>Sub Total</b>				<b>\$ 15,700.00</b>
Service Charge			22%	\$ 3,454.00
Sales Tax			9%	\$ 1,723.86
<b>Banquet/Catering Grand total</b>				<b>\$ 20,877.86</b>
<b>MEETING ROOM</b>				
		<b>Number of Days</b>	<b>Rate</b>	<b>Total</b>
Room Rental				
Set up Fee		1	\$ 300.00	\$ 300.00
<b>Total</b>				<b>\$ 300.00</b>
Internet			\$	-
Sales Tax			9%	\$ -
<b>Sub Total</b>			\$	-
<b>Meeting Room Grand Total</b>				<b>\$ 300.00</b>
<b>GRAND TOTAL (Estimated)</b>				<b>\$ 21,177.86</b>
Date created : January 29, 2015				

## Crown Plaza Proposal

### Sample Holiday Menu

#### Passed Appetizers:

1. Assorted Crostini (ie. Caramelized Pears and Bleu Cheese, Fire Roasted Grape Tomatoes with Balsamic Onions, Figs with Spiced Honey Drizzle, Garlic Herb Boursin with Fried Prosciutto)
2. Cocktail Prawn Shooters
3. Achiote Chicken Taco Bites

#### Buffet:

1. Caesar Salad ( hearts of romaine, herbed croutons, grape tomatoes, parmesan cheese)
2. Wilted Spinach Salad (hardboiled egg, bacon, red onions, sherry mustard vinaigrette)
3. Herb brined grilled chicken breast with spiced apple compote
4. Individual beef wellington served with a red wine gastrique
5. Vegetarian timbale with a Calabrian chili red sauce
6. Wild rice pilaf
7. Whipped sweet potatoes
8. Warm Rolls and butter
9. Coffee and tea station
10. Assorted petit fours
11. Ice cream bar to include:
  - Chocolate, vanilla, strawberry ice cream
  - caramel, butterscotch, hot fudge
  - maraschino cherries
  - sprinkles
  - whipped cream



# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Sean Rabé, City Manager  
 Brad Donohue, Director of Public Works  
 MEETING DATE: February 11, 2015  
 SUBJECT: Approval of Town Hall Budget Thresholds

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## RECOMMENDATION

Staff recommends that the City Council adopt the following motion:

MOTION SETTING THE BUDGET FOR THE TOWN HALL RENOVATION PROJECT

## EXECUTIVE SUMMARY

At the November 12, 2014 City Council meeting, Council approved the Town Hall Renovation Project Phase I Study, which included the proposed building site configuration. The approved design includes approximately 7,000 square feet of new office space built on a podium, with parking below the building. Council also instructed staff to pursue options that would that would keep the facility construction budget in the \$10 million range.

Staff enlisted the services of another professional estimator, McKay Construction Services (MCS), to review the conceptual plans presented by the Town's architect, Ratcliff. After reviewing and itemizing the project various cost features, MCS estimated the construction hard costs to be in the range of \$9.2 million. When soft costs are included (architectural fees, construction management fees, furniture, permits, special inspections, contingencies and other related costs) the total project costs have been estimated to be in the range of \$12.1 million to \$12.6 million .

Because this exceed the proposed \$10 million estimated cost of construction that was approved by Council in November, staff felt compelled to return to the City Council to either increase the budget amount to \$13 million or propose another design that would fall within the Town's goal of staying within \$10 million. In either case, the Council should formally set the project budget by motion.

## FISCAL IMPACT

Funding of the Town Hall improvements will either impact the Town's existing reserves (fund balances) or future fiscal years through the addition of a debt service payment in the general fund budget. If existing reserves are used, future interest earnings will be reduced. If external

financing is used, future budgets will need to include an annual debt service payment to repay the financing.

If the City Council increases the project budget to \$13 million, staff continues to recommend financing \$4.75 million through COPs. The remaining \$8.25 million would be financed through the Town's existing reserves.

Once the Council provides direction as to the project's budget, staff will return in March with the appropriate budget amendment to formally amend the project and Town budgets.

## **BACKGROUND**

Over the last year, the City Council has worked with staff and the Town's architect (Ratcliff) to assess the wants and needs for the revised Town Hall Campus. The City Council settled in November on a facility design where the Council suite and Administration, Public Works and Planning departments would work under one roof. It was also a mandate of the City Council to incorporate as much parking into the site as possible. Thus, the City Council approved a site plan where the City Council and staff would be housed on a single floor structure adjoining the existing historic Town Hall facility while creating employee/public parking beneath the new structure.

The consensus of the City Council was that the single floor design with subsurface parking serviced the Council, public and staff most appropriately.

At the November meeting Ratcliff presented a construction budget (hard construction costs only) of \$9.7 million dollars. Anticipating a 25 to 30 percent mark up for soft costs, the overall project was estimated to be in the range of \$12.1 million to \$12.6 million. As this amount was beyond the proposed budget limit of \$10 million dollars, Council agreed with staff and the architect to solicit another professional estimator to review the accuracy of the original estimate.

At the December City Council Meeting, staff presented several funding options to City Council detailing out the various funding options. City Council directed staff to proceed with a hybrid solution – with a portion of the project being funded through the Town's reserves (cash) and the remainder of the project being funded through Certificates of Participation (COPs). Staff emphasized during the December meeting that the goal was to keep the overall project cost at or below \$10 million.

Staff, along with the architect and professional estimator, reviewed and analyzed the various construction line items in late December. Though we were able to reduce the estimated cost of construction (hard costs) from \$9.7 million to \$9.1 million, it was determined that once the appropriate soft costs were added to the project cost the overall project would exceed the \$10 million threshold.

Staff is now before the City Council to receive direction on the appropriate total project cost. As outlined below, options include either increasing the total project budget to a not to exceed \$13 million or hold the overall project cost to \$10 million.

## **ANALYSIS**

Listed below are the two facility options:

### One Roof Concept

The Phase I study that was produced by Ratcliff (and approved by the City Council) showed a facility that remodeled the existing 1941 Town Hall building, removed the 1986 addition, and constructed a new 6800 to 7000 square foot facility over subsurface parking. This project would also incorporate the remainder of the site and creatively blend public parking with landscaping elements. The overall cost of this project is in the range of \$12.1 million to \$12.6 million. Because of rising construction costs and new energy code requirements, staff proposes a \$13 million budget for this project.

### Multi-Roof Concept

The multi-roof concept is another option that was discussed earlier in the conceptual design process but was later dismissed. This concept would keep the 1941 Town Hall facility and either keep or remove the 1986 building addition (to be determined). The work in the existing Town Hall would upgrade and modernize the facility, make it completely ADA accessible, upgrade and relocate the bathrooms, upgrade the kitchenette and downstairs storage, etc.

The second portion of this concept would be to construct a separate building, most likely in the area of where the Engineering/Planning Department Annex facility is currently located. That building would more than likely be a two-story building in the range of 7500 to 8000 square feet. It would house the Administrative, Engineering, Planning and Building departments. The separate facility would also accommodate the City Council members with an office. A shared conference room would also be incorporated.

This concept keeps staff under one roof, though the office portion of Town operations would be separated from the original 1941 Town Hall Facility. The facility would only be used on average one to two times per month for City Council meetings and special events.

The estimated cost for the remodel of the 1941 Facility, new 8000 square foot structure and surrounding improvements is roughly estimated to be in the range of \$10 million – falling in line with Council's previous direction. The architect has also confirmed that a separate building would reduce the overall cost of the project to at-or-below \$10 million dollars.

It should also be noted that the above options can be phased, meaning that a portion of the project can be completed now with remaining portions of the remodel to be completed at a later date. Staff does not recommend phasing the project, however, because costs for phased projects tend to increase over time (as opposed to simply finishing the construction all at once).

### Budgetary Considerations

As discussed at the December Council meeting, funding the Town Hall project – at either the \$10 million or \$13 million level – will require a combination of financing vehicles. Staff still recommends financing only \$4.75 million of the project through the issuance of COPs. This amount represents the most that staff feels comfortable recommending, given the debt service

payments that will be required on an annual basis. Those payments are estimated at approximately \$309,000 annually.

Should the Council direct staff to keep the project budget at \$10 million, the Town would need to use \$5.25 million in cash from existing reserves. If the Council directs staff to increase the project budget to \$13 million, the Town will need to use \$8.25 million in cash from existing reserves. Either way the project's budget – as listed in the CIP – will need to be amended and the appropriation for the project will need to be increased through a budget amendment. Staff will return in March with the appropriate budget amendment to effect the Council's decision.

The following budget projection shows how a \$13 million project would impact the Town's financial position on an ongoing basis, through Fiscal Year 2021. Please note that only expenses are shown on this projection as the actual spreadsheet is much too large to print.

FUND #	EXPENDITURES	FY 2014-15 ESTIMATED	FY 2015-16 PROPOSED	FY 2016-17 PROJECTED	FY 2017-18 PROJECTED	FY 2018-19 PROJECTED	FY 2019-20 PROJECTED	FY 2020-21 PROJECTED
11	<b>GENERAL FUND</b>							
	Salaries	4,357,958	4,378,680	4,510,040	4,645,342	4,784,702	4,928,243	5,076,090
	Benefits	2,628,750	2,708,510	2,961,304	3,237,693	3,539,877	3,811,268	4,103,465
	Supplies & Services	1,527,750	1,572,450	1,603,899	1,635,977	1,668,697	1,702,070	1,736,112
	Contracts	4,636,960	4,498,620	4,588,592	4,680,364	4,773,972	4,869,451	4,966,840
	Capital Outlay	81,400	80,500	82,110	83,752	85,427	87,136	88,879
	<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>13,232,818</b>	<b>13,238,760</b>	<b>13,745,946</b>	<b>14,283,128</b>	<b>14,852,674</b>	<b>15,398,168</b>	<b>15,971,386</b>
29	<b>POLICE GRANTS FUND</b>							
	Salaries	77,700	77,700	80,031	82,432	84,905	87,452	90,076
	Benefits	33,040	34,510	37,731	41,252	45,103	48,561	52,284
	Supplies & Services	4,900	4,600	4,692	5,396	6,205	6,826	7,508
	<b>TOTAL POLICE GRANTS FUND EXPENDITURES</b>	<b>115,640</b>	<b>116,810</b>	<b>122,454</b>	<b>129,080</b>	<b>136,213</b>	<b>142,838</b>	<b>149,867</b>
31	<b>CAPITAL IMPROVEMENT FUND</b>							
	Contracts	16,046,893	1,762,000	2,509,800	911,200	2,120,000	-	-
	<b>TOTAL CAPITAL IMPROVEMENT FUND EXPENDITURES</b>	<b>16,046,893</b>	<b>1,762,000</b>	<b>2,509,800</b>	<b>911,200</b>	<b>2,120,000</b>	<b>-</b>	<b>-</b>
43	<b>COPs DEBT SERVICE FUND</b>							
	Contracts	-	308,990	308,990	308,990	308,990	308,990	308,990
	<b>TOTAL COPs DEBT SERVICE FUND EXPENDITURES</b>	<b>-</b>	<b>308,990</b>	<b>308,990</b>	<b>308,990</b>	<b>308,990</b>	<b>308,990</b>	<b>308,990</b>
<b>TOTAL EXPENDITURES OF ALL FUNDS</b>		<b>29,395,351</b>	<b>15,426,560</b>	<b>16,687,190</b>	<b>15,632,398</b>	<b>17,417,877</b>	<b>15,849,996</b>	<b>16,430,243</b>
Net Revenues - Expenditures		(8,277,432)	1,481,103	526,435	2,001,285	646,209	2,655,096	2,526,717
Total Amount in Reserve - Beginning Balance		27,547,925	19,270,493	20,751,596	21,278,031	23,279,316	23,925,625	26,580,621
<b>Total Amount in Reserve - Ending Balance</b>		<b>19,270,493</b>	<b>20,751,596</b>	<b>21,278,031</b>	<b>23,279,316</b>	<b>23,925,525</b>	<b>26,580,621</b>	<b>29,107,338</b>
Required Reserve		15,882,818	15,888,760	16,395,946	16,933,128	17,502,674	18,048,168	18,621,386
Unassigned Reserve		3,387,675	4,862,836	4,882,085	6,346,188	6,422,851	8,532,453	10,485,952

As detailed in the projection above – which, it should be noted, is still a very preliminary look at fund balances for the draft FY2015/16 budget – the only projected year where the Town would expend more than it took in would be this current fiscal year. The reason for that is because of revised estimates from our sales tax consultants, which have indicated much stronger sales tax revenue growth than previously estimated.

It should also be noted that the above projection assumes continued sales tax growth. If that growth does not continue, the projections would change.

As shown in the projection, the Town would still be able to maintain a healthy reserve if the Council directed staff to move forward with the \$13 million project. Staff would still need to bring forward an amendment to the required reserve policy, which currently states that the



Town will retain 100 percent of its General Fund expenditures set aside in required reserves, however, because this fiscal year and next fiscal year would be below that threshold.

It should also be noted that staff continues to budget conservatively on both the revenue and expenditure sides.

## **Values**

City Council is exhibiting **responsible** decision making by reviewing building and finance options in what best suits the community and staff for current needs while also considering future needs as well.

## **Alternatives**

Another option for the Town Hall project would be to simply improve the current Town Hall building, make all the necessary ADA accessibility enhancements, technology upgrades, HVAC and energy upgrades. In this alternative, Administration staff would stay in the current building, along with City Council operations. The engineering, planning and building departments would continue to be housed in the existing Annex facility until funding was made available for a new facility. Staff does not recommend this alternative, however, because of the cost of upgrading the existing Town Hall building (approximately \$2 million) and the ongoing need for space for staff. This option also does not address the Council's desire to house all staff under one roof.

## **CONCLUSION**

Staff recommends that the Council approve a motion setting the budget for the Town Hall project at either \$13 million (which would allow the construction of the one-roof facility that was presented by Ratcliff) or at \$10 million (which would result in the implementation of ADA improvements at the existing Town Hall and the construction of a new administration building at the Annex site).

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# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Michael P. Laughlin, City Planner  
 Turhan Sonmez, Associate Planner  
 VIA: Sean Rabé, City Manager  
 MEETING DATE: February 11, 2015  
 SUBJECT: Reasonable Accommodations in Housing Ordinance Amendment

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## RECOMMENDATION

Staff recommends that the City Council:

INTRODUCE AN ORDINANCE AMENDING SECTION 5.15.060 OF THE COLMA MUNICIPAL CODE, RELATING TO REQUESTS FOR REASONABLE ACCOMMODATIONS IN HOUSING, AND WAIVE A FURTHER READING OF THE ORDINANCE.

## EXECUTIVE SUMMARY

The ordinance will remove certain provisions from the Town's reasonable accommodation ordinance (Subchapter 5.15) per the request of the State Department of Housing and Community Development (HCD). The two provisions to be removed are currently included as potential factors to be considered by the City Council in deciding whether to grant or deny a reasonable accommodation request. These two factors include an "equivalent benefit" factor and a "consideration of the impact to surrounding properties" factor. Both of these factors are arguably inconsistent with federal and state fair housing laws.

## FISCAL IMPACT

This project will have no fiscal impact.

## BACKGROUND

The 2015 Housing Element was adopted by the City Council on January 14, 2015. Prior to that, it was reviewed and approved by HCD. During HCD's review, several substantive changes were made. One of these changes was to the Special Housing Accommodations section, which refers to Subchapter 5.15 of the Colma Municipal Code, relating to Requests for Reasonable Accommodations in Housing.

Subchapter 5.15 of the Colma Municipal Code provides a procedure for the City to grant or deny requests for reasonable accommodations to people with disabilities in compliance with the federal Fair Housing Act and the California Fair Employment and Housing Act. The City Council

adopted subchapter 5.15 in 2007, and adopted amendments in 2010. Reasonable accommodations must be considered in the application of the Town's zoning, land use laws, regulations, rules, standards, policies, procedures and practices if such laws limit access to housing. A request for a reasonable accommodation may include a request for modification or exception to the land use rules for the siting, development, and use of housing or housing-related facilities in order to eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of that person's choice. Reasonable accommodation requests are submitted to the City Planner, and all requests made in connection with a project, or other land use entitlement application, is processed concurrently with review of such application(s). Since the ordinance was adopted, no applications have been made for a reasonable accommodation.

A written decision to grant or deny a request for reasonable accommodation is based on consideration of the certain factors. During the 2015 Housing Element adoption process, HCD requested that some of the factors be removed.

## **ANALYSIS**

Factors considered in the decision to grant or deny a request for reasonable accommodation include:

- (1) Whether the housing, which is the subject of the request, will be used by an individual with a disability under the Acts.
- (2) Whether the request for reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Acts.
- (3) Whether there is an alternative accommodation which may provide an equivalent level of benefit. However, the City Planner shall give "primary consideration" to the accommodation requested by the applicant, and shall endeavor to provide that accommodation, unless the Town's alternative will provide an equivalent level of benefit and the requested accommodation would fundamentally alter the nature of the program, service, or activity, or result in an undue financial or administrative burden.
- (4) Whether the requested accommodation would negatively impact surrounding uses or properties.
- (5) Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the Town.
- (6) Whether the requested reasonable accommodation would require a fundamental alteration in the nature of the Town program or law, including, but not limited to, land use and zoning. If the Town determines that a requested accommodation would result in a fundamental alteration or an undue financial or administrative burden, the Town may take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive equal access to the benefits or services provided by the Town.

HCD requested that factors (3) and (4) be removed in order to ensure consistency with federal and state fair housing laws. In particular, HCD found that these provisions do not show proper

deference to the applicant or disabled individual, and instead show deference to the Town. Federal and state fair housing laws only allow for the City Council to consider any undue burden on the Town in granting a reasonable accommodation request. This undue burden factor is already included as factor (5) in the Municipal Code and it will remain as a factor even if the proposed ordinance is adopted.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

**Example 1:** A housing provider has a policy of providing unassigned parking spaces to residents. A resident with a mobility impairment, who is substantially limited in her ability to walk, requests an assigned accessible parking space close to the entrance to her unit as a reasonable accommodation. There are available parking spaces near the entrance to her unit that are accessible, but those spaces are available to all residents on a first come, first served basis. The provider must make an exception to its policy of not providing assigned parking spaces to accommodate this resident.

**Example 2:** A housing provider has a "no pets" policy. A tenant who is deaf requests that the provider allow him to keep a dog in his unit as a reasonable accommodation. The tenant explains that the dog is an assistance animal that will alert him to several sounds, including knocks at the door, sounding of the smoke detector, the telephone ringing, and cars coming into the driveway. The housing provider must make an exception to its "no pets" policy to accommodate this tenant.

## Values

The City Council's adoption of the ordinance is consistent with the core values of *fairness and compassion* because it eliminates regulatory barriers, provides a person with a disability equal opportunity to housing, and ensures consistency with federal and state fair housing laws.

## Alternatives

The following courses of action are available to the City Council:

1. Adopt the Ordinance with changes. Depending on the changes, this option may or may not have the same consequence as option 2.
2. Not Adopt the Ordinance. To do so would cause the Town to be out of compliance with federal and state fair housing laws. Further, the Housing Element and Municipal Code would be inconsistent with one another.

## CONCLUSION

Staff recommends the Council adopt the ordinance as presented.

## ATTACHMENTS

- A. Ordinance Amending Colma Municipal Code Section 5.15.060

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**ORDINANCE NO. \_\_\_\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**ORDINANCE AMENDING SECTION 5.15.060 OF THE  
 COLMA MUNICIPAL CODE, RELATING TO REQUESTS FOR REASONABLE  
 ACCOMMODATIONS IN HOUSING**

The City Council of the Town of Colma does hereby ordain as follows:

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**ARTICLE 1. CMC SECTION 5.15.060 AMENDED.** <sup>1</sup>

**5.15.060 Consideration of Request; Public Hearing.**

(c) *Findings.* The written decision to grant or deny a request for reasonable accommodation shall be based on consideration of the factors set forth below.

~~(3) Whether there is an alternative accommodation which may provide an equivalent level of benefit. However, the City Planner shall give "primary consideration" to the accommodation requested by the applicant, and shall endeavor to provide that accommodation, unless the Town's alternative will provide an equivalent level of benefit and the requested accommodation would fundamentally alter the nature of the program, service, or activity, or result in an undue financial or administrative burden.~~

~~(4) Whether the requested accommodation would negatively impact surrounding uses or properties.~~

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**ARTICLE 2. SEVERABILITY.**

Each of the provisions of this ordinance are severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

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**ARTICLE 3. NOT A CEQA PROJECT.**

The City Council finds that adoption of this ordinance is not a "project," as defined in the California Environmental Quality Act (CEQA) pursuant to Guideline 15061(b) because it does not have a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and concerns general policy and procedure making. At the time a request for reasonable accommodation is submitted to the

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<sup>1</sup> Substantive changes have been identified as follows: New text has been underlined; revised text has been underlined, without showing the prior wording; and deleted text is shown with a strike-through line. Non-substantive changes, such as grammar and formatting are not identified. All markings will be removed from the final version that is adopted by the City Council.

Town consistent with this ordinance, subsequent environmental review will be conducted at that time in full compliance with CEQA.

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**ARTICLE 4. EFFECTIVE DATE.**

This ordinance including the vote for and against the same shall be posted in the office of the City Clerk and on the three (3) official bulletin boards of the Town of Colma within 15 days of its passage and shall take force and effect thirty (30) days after its passage.

**Certification of Adoption**

I certify that the foregoing Ordinance No. ### was introduced at a regular meeting of the City Council of the Town of Colma held on February 11, 2015, and duly adopted at a regular meeting of said City Council held on March 11, 2015 by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne del Rosario, Mayor					
Diana Colvin					
Helen Fisicaro					
Raquel Gonzalez					
Joseph Silva					
Voting Tally					

Dated \_\_\_\_\_

\_\_\_\_\_  
Joanne del Rosario, Mayor

Attest: \_\_\_\_\_  
Sean Rabé, City Clerk