



CITY of BRISBANE

Joint City Council and Guadalupe Valley Municipal Improvement District Meeting Agenda

Thursday, May 19, 2022 at 7:30 PM • Virtual Meeting

Amended 5/14/2022

This meeting is compliant with the Ralph M. Brown act as amended by California Assembly Bill No. 361 effective September 16, 2021 providing for a public health emergency exception to the standard teleconference rules required by the Brown Act. The purpose of this is to provide a safe environment for the public, staff and Councilmembers, while allowing for public participation. The public may address the Council using exclusively remote public comment options. The Council may take action on any item listed in the agenda.

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Email: ipadilla@brisbaneca.org

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7:30 P.M. CALL TO ORDER – PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF AGENDA

AWARDS AND PRESENTATIONS

- A. Proclaiming May 2022 as Mental Health Month
- B. Proclaiming May 2022 as Asian American Pacific Islander Heritage Month

ORAL COMMUNICATIONS NO. 1

CONSENT CALENDAR

- C. Approve Minutes of City Council Meeting of May 5, 2022
- D. Approve Minutes of City Council Closed Session of May 5, 2022
- E. Adopt Ordinance, waiving second reading, to amend Brisbane Municipal Code Title 17 (Zoning Ordinance) to achieve consistency with housing-related state legislation

(Proposed amendments include: establishing objective design and development standards for housing development projects; allowing multiple family dwellings in the SCRO-1 District by right; and establishing procedures and requirements for an administrative Housing Development Permit for qualifying housing development projects. This Ordinance has been revised to eliminate proposed amendments to the NCRO-2 District.)
- F. Approve Plan for Community Park Festival Tree Replacement

(The recommendation is to plant a small grove of Douglas Fir trees. The fiscal impact of planting of the three recommended trees and modification of the irrigation system is expected to cost approximately \$6,000.)
- G. Adopt a City Resolution and a Guadalupe Valley Municipal Improvement District Resolution Approving the 2021 Amended and Restated Water Supply Agreement Between the City and County of San Francisco Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County and authorize the City Mayor and the Board Chair to execute such Agreement

- H. Adopt a City Resolution and a Guadalupe Valley Municipal Improvement District Resolution Approving a Minimum Purchase Transfer from the City of Mountain View to the City of East Palo Alto

- I. Approve Intended Use of FY 2022-23 TDA Article 3 Funding

(The purpose of this item is to adopt the resolution required by the Metropolitan Transportation Commission (MTC) as a condition to receive transportation funding in the amount of \$240,000, from the Transportation Development Act Article 3 (TDA 3) to improve a section of the central Brisbane alley between Alvarado St. and San Benito Rd., and to obtain a supplemental appropriation of \$60,000 from the General Fund to provide the required local match)

- J. Approve Construction Contract for Sierra Point Parkway Cape Seal (Project No. 922D) to American Pavement Systems, Inc. in the amount of \$339,000, and Authorize the Mayor to Sign the Agreement
- K. Approve Project and Adopt a Resolution required by the San Mateo County Transportation Authority as a condition to receive Alternative Congestion Relief and Transportation Demand Management Measure A and Measure W funds for Shuttle Stop Improvements along Commute.org's Routes in Crocker Park, and to Obtain a Supplemental Appropriation of \$25,000 from the General Fund to Provide the Required local match.

PUBLIC HEARING

- L. Applicant Appeal of the Planning Commission's April 4, 2022 Decision Denying the Modification of Interim Use Permit 2021-UP-3 to Allow the Use of a Vacant Site On the Baylands To Be Used For a Google Bus Staging Yard

(City Council will consider applicant appeal of the Planning Commission's April 4, 2022 decision denying the modification of Interim Use Permit 2021-Up-3 to allow the use of a vacant site on the Baylands to be used for a Google Bus staging yard (Planning Commission Resolution 2021-UP-3-M) and revoking Interim Use Permit 2021-UP-3 (Planning Commission Resolution 2021-UP-3-R); Eric Aronsohn, applicant; Oyster Point Properties Inc, applicant/owner.)

M. Consider Approval of Use Permit 2022-UP-2; 1000 Sierra Point Parkway; SP-CRO Sierra Point Commercial District; Use Permit application to allow the use of minipigs in medical research and development (R&D) by Bristol-Myers Squibb in the existing, approximately 9,000 square foot vivarium; Ricardo Garcia, applicant; HCP LS Brisbane LLC, owner

- N. Consider Introduction of an Ordinance Amending Chapters 15.01 (Grading Ordinance) and Section 17.32.220, Brisbane Municipal Code (Review of Grading Permits)

NEW BUSINESS

- O. Receive Mid-Year Budget Report and Consider Adoption of Resolution Amending the Annual Budget for Fiscal Year 2021-22 and Making Appropriations for the Amount Budgeted

STAFF REPORTS

- P. City Manager's Report on upcoming activities

MAYOR/COUNCIL MATTERS

- Q. Updating the County-Wide and Subcommittee Assignments
- R. Countywide Assignments and Subcommittee Reports
- S. Written Communications

ORAL COMMUNICATIONS NO. 2

ADJOURNMENT

C.

File Attachments for Item:

C. Approve Minutes of City Council Meeting of May 5, 2022



BRISBANE CITY COUNCIL**ACTION MINUTES**

CITY COUNCIL MEETING**THURSDAY, MAY 5, 2022***VIRTUAL MEETING***CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

Mayor Mackin called the meeting to order at 7:37 P.M. and led the Pledge of Allegiance.

ROLL CALL

Councilmembers present: Councilmembers Cunningham, Lentz, O'Connell and Mayor Mackin

Councilmembers absent: Councilmember Davis (note: CM Davis was present at the Closed Session Meeting of May 5, 2022)

Staff Present: City Manager Holstine, City Clerk Padilla, City Attorney McMorro, Assistant City Manager Schillinger, Finance Director Yuen, City Engineer Breault, Community Development Director Swiecki, Contract Senior Planner Beggs, Communications Manager Cheung, Deputy City Clerk Ibarra, Police Chief Macias and Public Works staff members.

REPORT OUT OF CLOSED SESSION

City Attorney McMorro reported that direction was given to staff but no action was taken regarding Closed Session Items D and E.

ADOPTION OF AGENDA

CM O'Connell made a motion, seconded by CM Cunningham, to adopt the agenda as it stands. The motion was carried unanimously by all present.

Ayes: Councilmembers Cunningham, Lentz, O'Connell and Mayor Mackin

Noes: None

Absent: Councilmember Davis

Abstain: None

AWARDS AND PRESENTATIONS

A. Proclaiming May 15-21, 2022 as National Public Works Week

Mayor Mackin designated May 15–21, 2022 as National Public Works Week. City Engineer Breault thanked the Mayor and Council and accepted the proclamation on behalf of the Public Works Department. Mayor and Council thanked the Public Works Department staff members, many of whom were in attendance, for their hard work and service. Mayor and Council commended City Engineer Breault for his leadership.

B. Proclaiming May 15-21, 2022 as Emergency Medical Services Week

Mayor Mackin proclaimed the week of May 15th to the 22nd, as EMERGENCY MEDICAL SERVICES WEEK, and extended her deepest appreciation from our community to the professionals of the North County Fire Authority and emergency medical service providers. Battalion Chief and Emergency Medical Services Chief Matt Powers accepted the proclamation and thanked the Mayor and Council for their recognition.

C. Proclaiming May 2022 as Wildfire Preparedness Month

Mayor Mackin proclaimed May 2022 as “Wildfire Preparedness Month” and encouraged all Brisbane residents to increase their knowledge and awareness of proper safety measures to protect themselves from the devastating effects of wildfires.

Battalion Chief Matt Powers accepted the proclamation and encouraged the public to be prepared for wildfires year round.

ORAL COMMUNICATIONS NO. 1

No member of the public wished to speak.

CONSENT CALENDAR

- D. Approve Minutes of City Council Meeting of April 7, 2022
- E. Approve Minutes of City Council Closed Session Meeting of April 7, 2022
- F. Approve Minutes of City Council Meeting of April 21, 2022
- G. Approve Minutes of City Council Closed Session Meeting of April 21, 2022
- H. Adoption of a Resolution Declaring the Continued Need to Conduct City Council, Commission and Committee Meetings Remotely Due to Health and Safety Concerns for the Public

Councilmember O’Connell asked for Items D and F be removed for discussion. CM O’Connell made a motion, seconded by CM Cunningham, to approve Consent Calendar Items E, G and H. The motion was carried

unanimously by all present.

Ayes: Councilmembers Cunningham, Lentz, O'Connell and Mayor Mackin

Noes: None

Absent: Councilmember Davis

Abstain: None

Councilmember O'Connell requested to correct the clerical error in the roll call section of the City Council Meeting Minutes of April 7 and April 21, 2022. CM Cunningham made a motion, seconded by CM O'Connell, to approve Consent Calendar Items D and F as amended. The motion was carried unanimously by all present.

Ayes: Councilmembers Cunningham, Lentz, O'Connell and Mayor Mackin

Noes: None

Absent: Councilmember Davis

Abstain: None

PUBLIC HEARING

I. Consider Introduction of an Ordinance to amend Brisbane Municipal Code Title 17 (Zoning Ordinance) to achieve consistency with housing-related state legislation

(Proposed amendments include: establishing objective design and development standards for housing development projects; allowing multiple family dwellings in the SCRO-1 District by right; and establishing procedures and requirements for an administrative Housing Development Permit for qualifying housing development projects. This Ordinance has been revised to eliminate proposed amendments to the NCRO-2 District.)

Community Development Director introduced Contract Senior Planner Beggs of Good City Company. Contract Senior Planner Beggs, reported the purpose of this public hearing item is to comply with state housing law by amending the Brisbane Municipal Code (BMC) to establish objective design and development standards for housing development projects; allow multiple family dwellings in the SCRO-1 District by right; and establish procedures and requirements for an administrative Housing Development Permit for qualifying housing development projects. The draft Ordinance was revised to eliminate proposed amendments to the NCRO-2 District.

She added that City Council considered the draft ordinance on January 20, 2022, and continued the item off Calendar and brought back before the City Council Planning Subcommittee.

After some council questions, Mayor Mackin opened the public hearing. Barbara Ebel, commended the draft ordinance's revision.

Councilmember Cunningham, made a motion, seconded by Councilmember Lentz, to close the public hearing. The motion was carried unanimously by all present.

Ayes: Councilmembers Cunningham, Lentz, O'Connell and Mayor Mackin

Noes: None

Absent: Councilmember Davis

Abstain: None

Councilmember Lentz, made a motion, seconded by Councilmember Cunningham, to introduce an Ordinance to amend Brisbane Municipal Code Title 17 (Zoning Ordinance) to achieve consistency with housing-related state legislation. The motion was carried unanimously by all present.

Ayes: Councilmembers Cunningham, Lentz, O'Connell and Mayor Mackin

Noes: None

Absent: Councilmember Davis

Abstain: None

NEW BUSINESS

J. Reject all bids received April 21, 2022 for the 18 Solano Street Retaining Wall Project, Job No. 922B.

City Engineer Breault reported that in an effort to obtain bids from the maximum number of willing contractors, staff is recommending that Council reject all bids received on April 21, 2022 for the 18 Solano Street Retaining Wall Project. Staff will readvertise the project for a new bid date and project will still be completed within the same time period.

After some clarifying questions and no public comment, Councilmember O'Connell made a motion, seconded by Councilmember Lentz, to reject all bids received April 21, 2022 for the 18 Solano Street Retaining Wall Project, Job No. 922B. The motion was carried unanimously by all present.

Ayes: Councilmembers Cunningham, Lentz, O'Connell and Mayor Mackin

Noes: None

Absent: Councilmember Davis

Abstain: None

K. Receive Solid Waste Collection Rate Adjustment

(The Council will receive South San Francisco Scavenger's 2022 rate increase of 5.19%)

City Engineer Breault reported that the city has two Franchise Agreements for the provision of waste collection services, one with South San Francisco Scavenger Company and one with Recology Brisbane. Both agreements have language specifying under what conditions a rate increase may occur. South San Francisco Scavengers did submit a request for rate increase of 5.19% and their proposed rates were reviewed by staff and found to be in accordance with their franchise agreement.

After some clarifying questions and no public comment, Councilmember Lentz commended the good partnership between the City and South San Francisco Scavenger Company.

Mayor Mackin thanked staff for the report and update on the solid waste collection rate adjustment.

STAFF REPORTS

L. City Manager's Report on upcoming activities

City Manager Holstine reported on the latest City news and upcoming events.

MAYOR/COUNCIL MATTERS

M. Countywide Assignments and Subcommittee Reports

Councilmembers reported on their recent subcommittee meetings and countywide assignments. Councilmember Cunningham reported on the Progress Seminar. Councilmembers wanted to revisit the subcommittee assignments. City Manager Holstine said the discussion can be scheduled for a future meeting.

N. Written Communications

Mayor and Council received the following written correspondences from April 22-May 5, 2022:

- YIMBY Law and Greenbelt Alliance (April 24, 2022) Letter re. Brisbane's 6th Cycle Housing Element
- Sierra Club, Loma Prieta Chapter (May 2, 2022) Sierra Club Loma Prieta Chapter comment letter re: Planning Review and Entitlements of Biotech Developments
- Ronald L. Kirkish (May 5, 2022) [Fentanyl] Letter from Virginia Bass, Chair for the Humboldt County Board of Supervisors, to San Francisco District Attorney Chesa Boudin

ORAL COMMUNICATIONS NO. 2

No member of the public wished to speak.

ADJOURNMENT

Mayor Mackin adjourned the meeting at 8:44 P.M.

Ingrid Padilla, City Clerk

D.

File Attachments for Item:

D. Approve Minutes of City Council Closed Session of May 5, 2022



BRISBANE CITY COUNCIL

ACTION MINUTES

BRISBANE CITY COUNCIL CLOSED SESSION MEETING

THURSDAY, MAY 5, 2022

VIRTUAL MEETING

6:00 P.M. CLOSED SESSION

A. Approval of the Closed Session Agenda

B. Public Comment. Members of the public may address the Councilmembers on any item on the closed session agenda

C. Adjournment into Closed Session

D. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code, section 54956.9

Number of Cases: One

F. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Government Code, Section 54956.9 (d) (1).

Number of Cases: One

- **City of Long Beach et al. v. Monsanto Co.**

ADJOURNMENT

Mayor Mackin called the meeting to order at 6:03 p.m.

No members of the public were in attendance virtually and no public comment was received.

Mayor Mackin adjourned the meeting into closed session.

REPORT OUT CLOSED SESSION

City Attorney McMorro reported that direction was given to staff but no action was taken at Closed Session regarding Closed Session Items D and E.

ADJOURNMENT

The meeting was adjourned at 7:24 p.m.

Ingrid Padilla, City Clerk

File Attachments for Item:

E. Adopt Ordinance, waiving second reading, to amend Brisbane Municipal Code Title 17 (Zoning Ordinance) to achieve consistency with housing-related state legislation

(Proposed amendments include: establishing objective design and development standards for housing development projects; allowing multiple family dwellings in the SCRO-1 District by right; and establishing procedures and requirements for an administrative Housing Development Permit for qualifying housing development projects. This Ordinance has been revised to eliminate proposed amendments to the NCRO-2 District.)



MEMO

Meeting Date: May 19, 2022

From: Ingrid Padilla, City Clerk

Subject: Adoption of Ordinance Adding Sections 17.02.425, 17.02.565, 17.02.655, And 17.02.748; Adding Chapter 17.45; And Amending Sections 17.02.050, 17.10.040, 17.10.050, 17.16.010, 17.16.020, 17.16.030, 17.16.040, 17.16.050, 17.16.060, 17.16.100, 17.16.110, 17.42.010, 17.42.020, 17.42.040, And 17.56.030 of the Brisbane Municipal Code Concerning Objective Design Standards And Housing Development Permits

The Ordinance adding Sections 17.02.425, 17.02.565, 17.02.655, And 17.02.748; Adding Chapter 17.45; And Amending Sections 17.02.050, 17.10.040, 17.10.050, 17.16.010, 17.16.020, 17.16.030, 17.16.040, 17.16.050, 17.16.060, 17.16.100, 17.16.110, 17.42.010, 17.42.020, 17.42.040, And 17.56.030 of the Brisbane Municipal Code Concerning Objective Design Standards And Housing Development Permits was introduced at the City Council Meeting of May 5, 2022. It is on this agenda for consideration of adoption.

Attachment: Staff Report from the City Council Meeting of May 5, 2022



CITY COUNCIL AGENDA REPORT

Meeting Date: May 5, 2022

From: John Swiecki, Community Development Director

Subject: Objective Design and Development Standards – Revised Draft Ordinance

Community Goal/Result

Community Building - Brisbane will honor the rich diversity of our city (residents, organizations, businesses) through community engagement and participation

Purpose

To comply with state housing law by amending the Brisbane Municipal Code (BMC) to establish objective design and development standards for housing development projects; allow multiple family dwellings in the SCRO-1 District by right; and establish procedures and requirements for an administrative Housing Development Permit for qualifying housing development projects.

Recommendation

That the City Council introduce the Ordinance (Attachment 1) and waive the first reading.

Background

Due to several changes in State Law since 2017, specifically Senate Bill 35 and the Housing Accountability Act, California cities must streamline the process for reviewing certain housing development proposals. In general, State law limits the City's discretion in reviewing housing projects to verifying that they comply with objective development standards (ODDS). ODDS provide predictability to the community and developers upfront in the development process, and require no interpretation or personal judgment, as opposed to subjective standards that require interpretation and may cause different people to disagree based on personal perspectives.

The City hired consultants Good City Co. in August 2020 for the ODDS Program. Major tasks included community outreach to understand the community's design preferences, studies of opportunities and constraints to residential development in zoning districts with subjective development standards, and drafting updated zoning ordinance language.

Study sessions were held at the Planning Commission in February 2021 and City Council in July 2021. The Planning Commission considered the draft ordinance at its meetings of October 28 and November 16, 2021. The attached draft Ordinance (Attachment 1) was unanimously (5 ayes) recommended for Council adoption by the Commission at its November 16, 2021

meeting. The Commission's resolution of approval, agenda reports and minutes from the October 28 and November 16 meetings are attached for Council reference (Attachment 4).

City Council considered the draft ordinance on January 20, 2022, and continued the item off calendar. The Council report and minutes from the January 20th meeting are attached for reference (Attachment 3). The matter was subsequently brought back before the City Council Planning Subcommittee (Mayor Mackin and Councilmember Cunningham) in February 2022.

Key issues from the City Council and subcommittee meetings are discussed further below.

DISCUSSION

- **Housing Development Permit Procedures.** Council requested information on how the housing development permit would be processed.
 - **Staff response:** The Draft Ordinance establishes a new review process, called Housing Development Permits (HDP). The approval authority for the HDP would be the Zoning Administrator (ZA) and the process would involve public notification and a published staff report analyzing a project's consistency with objective standards. A public meeting would be held if there is any public objection to the staff determination. If no objections are received, the Zoning Administrator may take action without a public meeting. These procedural changes intend to balance providing the public with information about new projects without imposing subjective review that is inconsistent with state law.
- **Rear setbacks.** Council expressed concern about the sufficiency of rear setbacks.
 - **Staff response:** Staff noted that rear setbacks have not been changed from the existing zoning code, and additional reductions in mass at upper levels have been implemented through setbacks that are based on a daylight plane.
- **NCRO-2 District amendments.** The City Council expressed a number of concerns with the proposed amendment pertaining to the NCRO-2 District, including the proposed residential density and requirements for small commercial storefronts and the long term economic viability of such spaces.
 - **Staff response:** The above-noted concerns are important and raise broader land use issues for the NCRO-2 District in general which go beyond the scope of the proposed Ordinance. As such proposed revisions to the NCRO-2 standards have been removed from the draft Ordinance and staff will undertake a more comprehensive analysis of the NCRO-2 District addressing these broader issues.
- **Spillover lighting.** Add additional lighting standards to prevent glare into residences.
 - **Staff response:** Staff has added additional requirements for refuse and recycling enclosures including full cutoff luminaires to prevent overspill of lighting to neighboring properties. The City is also developing a Dark Skies ordinance that would apply to new development, including Housing Development Projects.
- **Side articulation.** Add additional interior side articulation standards.

- **Staff response:** Staff has added additional articulation requirements for interior side walls of properties that are consistent with exterior side requirements (twenty percent of total wall area must be offset by 12 inches).
- **Lightwells.** Consider lightwell requirements.
 - **Staff response:** Side setback regulations in the SCRO-1 District (minimum 5 feet) would allow for adequate separation between buildings to allow light and air. The California Building Code also contains regulations regarding light, air, egress and safety, which require windows in certain sizes and locations. For example, any bedroom must have an egress window that fronts on a public street or court to allow for emergency exit.

Fiscal Impact

None. Permit application fees will be established to cover the processing costs of future applications.


Measure of Success

Objective design standards and permit processing procedure that allow the City to require high-quality design in new housing developments consistent with State law.

Attachments

1. Draft Revised Ordinance
2. Redline of Amended Chapters
3. City Council agenda report and minutes for January 20, 2022 meeting
4. Planning Commission agenda reports and minutes for October 28 and November 16, 2021 meetings and Planning Commission Resolution RZ-2-21
5. Public Comment


 John Swiecki, Community Development Director


 Clay Holstine, City Manager

draft
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF BRISBANE ADDING SECTIONS 17.02.425, 17.02.565, 17.02.655, and 17.02.748; ADDING CHAPTER 17.45; AND AMENDING SECTIONS 17.02.050, 17.10.040, 17.10.050, 17.16.010, 17.16.020, 17.16.030, 17.16.040, 17.16.050, 17.16.060, 17.16.100, 17.16.110, 17.42.010, 17.42.020, 17.42.040, AND 17.56.030 OF THE BRISBANE MUNICIPAL CODE CONCERNING OBJECTIVE DESIGN STANDARDS AND HOUSING DEVELOPMENT PERMITS

The City Council of the City of Brisbane hereby ordains as follows:

SECTION 1: Section 17.02.050 is amended and Sections 17.02.425, 17.02.565, 17.02.655, and 17.02.748 are added as follows:

17.02.425 Housing Development Project.

“Housing Development Project” means a use consisting of any of the following: two or more residential units only; a mixed-use development consisting of two or more residential units and one or more nonresidential uses with at least two-thirds of the square footage designated for residential use; or transitional housing or supportive housing, as defined by California Government Code §50801, subdivision (i) or successor provisions. A Housing Development Project may consist of attached or detached residential units and may occupy more than one parcel, so long as the Housing Development Project is included in the same development application. This definition shall be superseded by changes to California Government Code §65589.5, subdivision (h)(2), or successor provisions. Projects located in the NCRO-2 District shall not be defined as Housing Development Projects.

17.02.050 - Articulation.

“Articulation” means changes of plane on the outside wall of a building such as provided by decks, bays, and other projections or recesses. Articulation also includes voids resulting from a change in the shape of the outside wall. The minimum offset requirement by permit type is as follows:

- A. Housing Development Permits: a minimum of one foot of offset in plane
- B. Design Permits: a minimum of two feet of offset in a plane

17.02.565 Objective design standard.

“Objective design standard,” also referred to “Objective zoning standard” or “objective subdivision standard”, shall have the same meaning as established in California Government Code §65913.4, subdivision (a)(5), or successor provisions.

17.02.655 Public transit.

“Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge a set fare, run on fixed routes, and are available to the public.

17.02.748 Streamlined housing development project.

“Streamlined housing development project” shall mean a housing development project subject to a streamlined ministerial approval process pursuant to California Government Code §65913.4, or successor provisions.

SECTION 2: Sections 17.10.040 and 17.10.050 are amended to read as follows:

17.10.040 Development regulations.

The following development regulations shall apply to any lot in the R-3 district:

A. Lot Area.

1. The minimum area of any lot shall be five thousand (5,000) square feet, except as otherwise provided in subsection B. of this section.
2. A single-family dwelling may be constructed on a lot of record with an area of less than five thousand (5,000) square feet, subject to the provisions of this chapter and the limitations set forth in Section 17.32.100.

B. Density of Development. The minimum lot area for each dwelling unit on the site shall be one thousand five hundred (1,500) square feet; provided, however, a lot having an area of four thousand nine hundred fifty (4,950) square feet or greater shall be considered conforming for a development density of three (3) units.

C. Lot Dimensions. The minimum dimensions of any lot shall be as follows:

Width	Depth
50 feet	100 feet

D. Setbacks. The minimum required setbacks for any lot, except as provided in Section 17.32.070, shall be as follows:

1. Front setback: Fifteen (15) feet, with the following exceptions:
 - a. Where the lot has a slope of fifteen percent (15%) or greater, the minimum front setback may be reduced to ten (10) feet.
 - b. Where fifty percent (50%) or more of the lots of record in a block have been improved with single-family dwellings, the minimum front setback may be the average distance of the front outside wall of the single-family structures from the front lot line, if less than fifteen (15) feet. Notwithstanding the foregoing, the minimum front setback for garages or carports shall be ten (10) feet, except where a lesser distance is determined by the city engineer to be safe in terms of pedestrian and vehicular traffic.
2. Side setback: Five (5) feet, with the exception that a lot having a width of less than fifty (50) feet may have a side setback reduced to ten percent (10%) of the lot width, but in no event less than three (3) feet or the minimum setback required by the Uniform Building Code, whichever is greater. Notwithstanding the foregoing, the minimum side setback for garages, or carports accessed from a street or alley along that side of the lot shall be ten (10) feet, except where a lesser distance is determined by the city engineer to be safe in terms of pedestrian and vehicular traffic.
3. Rear setback: Ten (10) feet.

4. Garage setback: Eighteen (18) feet, with the following exceptions:
 - a. If paragraph 1(a) or 1(b) of this subsection D applies, then the garage shall be setback three (3) feet behind the front wall of the main structure.
 - b. If the garage setback exemptions set forth in Section 17.32.070(A)(3)(a) of this Title apply, the regulations of that section shall prevail.
- E. Lot Coverage. The maximum coverage by all structures on any lot shall be sixty percent (60%).
- F. Floor Area Ratio. The maximum floor area ratio for all buildings on a lot shall be 0.72, subject to the following exclusions:
 1. In the case of single-family dwellings, where the size of the lot is three thousand seven hundred (3,700) square feet or less, one covered parking space designed to accommodate a full-size automobile shall be excluded from the calculation of floor area ratio; provided, however, such exclusion shall not exceed a total area of two hundred (200) square feet.
 2. In the case of duplexes and multiple-family dwellings, the area of all covered parking spaces required to be provided for the site shall be excluded from the calculation of floor area ratio; provided, however, such exclusion shall not exceed a total area of four hundred (400) square feet per unit.
- G. Height of Structures.
 1. Except as otherwise provided in paragraph 2 of this subsection G. and in Section 17.32.060, the maximum height of any structure shall be as follows:
 - a. Twenty-eight (28) feet, for lots having a slope of less than twenty percent (20%); or
 - b. Thirty (30) feet, for lots having a slope of twenty percent (20%) or more.
 2. For a distance of fifteen (15) feet from the front lot line, the height of any structure shall not exceed twenty (20) feet as measured from finish grade; provided, however, garages and carports may be constructed to a height of fifteen (15) feet above the elevation of the center of the adjacent street when permitted by Section 17.32.070 of this title. A garage or carport in compliance with this subsection may exceed a height of thirty (30) feet, but the height of any permitted living area underneath shall not exceed thirty (30) feet from finish grade.
- H. Articulation Requirements. Unless exempted, outside walls that are greater in size than twenty (20) feet in width and twenty (20) feet in height shall have a cumulative area of articulation as follows:
 1. Front outside wall: Thirty percent (30%) articulation.
 2. Side outside walls:
 - a. Interior side outside wall: No articulation requirement.
 - b. Exterior side outside wall: Where the structure is located on a lot having an average width of forty (40) feet or greater, the articulation requirement for the exterior side outside wall shall be twenty percent (20%). No articulation shall be required for the exterior side outside wall of structures located on lots having an average width of less than forty (40) feet.
 3. Rear outside wall: Thirty percent (30%) articulation.

4. Exemptions: Single story two (2) car garages and accessory structures not exceeding a floor area of one hundred twenty (120) square feet shall be exempted from all articulation requirements.
- I. Landscaping Requirements.
 1. Front Setback. A minimum of fifteen percent (15%) of the front setback area shall be landscaped where the lot has a front lot line of thirty (30) feet or greater.
 2. Downslope Lots. The rear of any newly constructed main structure on a downslope lot shall be screened with trees and shrubs in accordance with a landscape plan approved by the planning director.
 3. Sites with Three (3) or More Units. Not less than ten percent (10%) of the lot area shall be improved with landscaping where three (3) or more dwelling units are located on the same site.
 4. Irrigated Landscapes. New and rehabilitated, irrigated landscapes are subject to the provisions of the water conservation in landscaping ordinance (refer to Chapter 15.70) or the latest state provisions, whichever is more effective in conserving water.
- J. Nonconforming Residential Structures and Uses. Nonconforming residential structures and nonconforming residential uses, as defined in Section 17.02.560, may be repaired, restored, reconstructed, enlarged or expanded in accordance with the provisions of Chapters 17.38 and 17.34 of this title.
- K. Refuse and Recycling Area Requirements.
 1. So as to adequately protect neighboring uses from adverse impacts such as noise, odor, vectors, wind-blown litter or glare, areas for depositing, collecting and loading refuse and recyclable materials shall be provided and fully enclosed within an enclosure a minimum of six feet tall. All receptacles for collection and recycling shall be completely screened from view at street level. All enclosures and gates shall be designed to withstand heavy use. Wheel stops or curbs shall be provided to prevent dumpsters from banging into walls of enclosure. The area shall be designed to prevent storm water run-on to the area and runoff from the area, and roofs shall be designed to drain away from neighboring properties. Lighting shall be provided at all enclosures for nighttime security and use. Lights shall be full cutoff luminaires, as certified by the manufacturer, with the light source directed downward and away from adjacent residences. A sign clearly identifying all recycling and solid waste collection and loading areas and the materials accepted therein shall be posted adjacent to all points of direct access to the area.
 2. This requirement shall apply to all new residential buildings having five (5) or more living units, institutional buildings and city facilities (including buildings, structures, and outdoor recreation areas owned by the city) where solid waste is collected and loaded. This requirement shall also apply to such existing developments for which building permit applications are submitted within a twelve-month period collectively adding thirty percent (30%) or more to the existing floor area of the development project. (Ord. 485 § 3, 2004; Ord. 463 § 8(part), 2002).

(Ord. No. 548, § 3, 11-1-10; Ord. No. 556, § 8, 2-22-11; Ord. No. 576, § 3, 5-19-16; Ord. No. 607, § 4, 4-7-16; Ord. No. 653, § 13, 10-15-20)

17.10.050 Permits.

- A. Housing Development Permit. A Housing development permit issued pursuant to Chapter 17.45 of this title shall be required for housing development projects and streamlined housing development projects within the R-3 district, including duplexes.
- B. Design Permit. A design permit issued pursuant to Chapter 17.42 of this title shall be required for every main structure to be constructed on a lot within an R-3 district, with the exception of single-family dwellings, housing development projects, and streamlined housing development projects.

(Ord. 463 § 8(part), 2002). (Ord. 463 § 8(part), 2002).

SECTION 4: Sections 17.16.010, 17.16.020, 17.16.030, 17.16.040, 17.16.050, 17.16.060, 17.16.070, 17.16.100, and 17.16.110 are amended to read as follows:

17.16.010 Purposes of chapter.

The general plan designates several areas of the city for subregional commercial/retail/office use (SCRO). The SCRO-1 Southwest Bayshore commercial district (hereinafter referred to as the Southwest Bayshore district) is one of such planning areas and is included in the zoning ordinance codified in this title to achieve the following purposes:

- A. To create a zoning district for the Southwest Bayshore area that provides for orderly development consistent with the land use policies for that area as set forth in the city's general plan;
- B. To encourage a mix of subregional uses and the opportunity to include mixed-uses and residential uses when appropriate;
- C. To ensure that future development will be conducted in a manner that will adequately address the environmental constraints in the Southwest Bayshore district, as identified in the general plan;
- D. To address historical issues of incompatible land uses;
- E. To protect the community health and safety by establishing permit requirements, performance standards, and special findings for the establishment of uses in the Southwest Bayshore district;
- F. To provide an opportunity for multiple-family dwellings;
- G. To ensure that new residential development is compatible with existing development and reflects the diversity of the community;
- H. To ensure adequate light, air, space, safety, quiet, and privacy for residential uses;

- I. To implement and promote the goals and policies of the General Plan so as to guide and manage residential development in the city in accordance with such Plan. (Ord. 443 § 2(part), 2000).

(Ord. No. 564, § 2, 10-3-11)

17.16.020 Permitted uses.

- A. The following are permitted uses in the SCRO-1 district:
 1. Emergency shelters in compliance with Section 17.16.040.
 2. Accessory dwelling units and junior accessory dwelling units associated with an existing or proposed single-family dwelling, duplex, or multiple-family dwelling in compliance with the provisions of Chapter 17.43 of this title.
 3. Multiple-family dwellings;
 4. Duplexes.
 5. Dwelling groups.
 6. Accessory structures and uses incidental to a permitted use, including personal cultivation of cannabis in compliance with Title 8, Chapter 8.12.
 7. Home occupations, conducted in accordance with the regulations prescribed in Chapter 17.44 of this title.
 8. Small and large family day care homes.
 10. A mixed use project that meet the definition of a Housing Development Project or a Streamlined Housing Development Project as defined in Chapter 17.02.

(Ord. 443 § 2(part), 2000).

(Ord. No. 564, § 2, 10-3-11; Ord. No. 626, § 6, 5-17-18; Ord. No. 653 , § 18, 10-15-20) (Ord. No. 564, § 2, 10-3-11; Ord. No. 626, § 6, 5-17-18; Ord. No. 653 , § 18, 10-15-20)

17.16.030 Conditional uses.

- A. Allowable Conditional Uses. The following conditional uses, not otherwise permitted per Section 17.16.020(A), may be allowed in the Southwest Bayshore district, upon the granting of a use permit pursuant to Chapter 17.40 of this title and if conducted in accordance with the performance standards set forth in Section 17.16.050 of this chapter:
 1. Commercial recreation/commercial gym and health facilities;
 2. Contractor's yards;
 3. Convalescent homes;
 4. Cultural facilities;
 5. Educational facilities;
 6. Emergency shelters with more than twelve (12) beds;

7. Financial institutions;
 8. Food production;
 9. Group care homes;
 10. Hotels;
 11. Light fabrication;
 12. Live/work developments;
 13. Media studios;
 14. Medical facilities;
 15. Meeting halls;
 16. Mobilehome parks in compliance with Section 17.32.110;
 17. Motels;
 18. Offices;
 19. Outdoor sales and rental;
 20. Personal services;
 21. Places of worship;
 22. Printing;
 23. Product showrooms;
 24. Research and development, where the planning director determines, as a result of a risk analysis performed in accordance with Policy No. 166.1 of the general plan, that the use of hazardous materials will not constitute a major component of the research and development activities to be conducted on the site. Research and development involving cannabis is additionally subject to the requirements in Chapter 17.33;
 25. Restaurants;
 26. Retail sales and rental;
 27. Single-family dwellings and single-family dwellings with accessory dwelling units in compliance with the provisions of Chapter 17.43 of this Title;
 28. Storage;
 29. Veterinary clinics;
 30. Warehousing;
 31. Single-room occupancy units.
- B. Mixed Uses. For a mixed use project that does not meet the definition of a Housing Development Project or Streamlined Housing Development Project, as defined in Chapter 17.02, a combination of any residential and nonresidential uses listed in subsection A of this Section 17.16.030, or in Section 17.16.020, may be allowed as a mixed use within the same structure or upon the same site when specifically authorized by the use permit granted for each

individual conditional use and upon such additional conditions as the approving authority may deem necessary or appropriate to insure the compatibility of such mixed uses.

- C. Night Operations. Night operations associated with the conduct of any uses listed in subsection A of this section (except residential uses) shall require a use permit when subject to the provisions of Section 17.16.070 of this chapter. (Ord. 443 § 2(part), 2000).

(Ord. No. 564, § 2, 10-3-11; Ord. No. 622, § 3, 11-16-17; Ord. No. 617, § 13, 9-7-17; Ord. No. 626, § 6, 5-17-18)

17.16.040 Development regulations.

Development regulations in the Southwest Bayshore district are as follows:

- A. Lot Area. The minimum area of any lot shall be seven thousand five hundred (7,500) feet.
- B. Density of Development. The minimum lot area for each dwelling unit on a site shall be as follows:

1. Single-family dwellings: Seven thousand five hundred (7,500) square feet;
2. Duplex dwellings: Three thousand seven hundred fifty (3,750) square feet;
3. Multiple-family dwellings and dwelling groups: One thousand five hundred (1,500) square feet;
4. Mixed use or live/work development: Dwelling unit density shall be determined by the use permit.

- C. Lot Dimensions. The minimum dimensions of any lot shall be as follows:

Width	Depth
50 feet	No requirement

- D. Setbacks. The minimum required setbacks for any lot, except as provided in Section 17.32.070, shall be as follows:

1. Front setback:
 - a. Residential/Mixed Use: Ten (10) feet;
 - b. Commercial Uses: Twenty-five (25) feet for commercial uses;
 - c. Exception: The setbacks may be reduced to zero (0) where development includes dedication to public right-of-way for a frontage access road and sidewalk, to the satisfaction of the city engineer and fire department.
2. Side setback:
 - a. Residential/Mixed Use: Five (5) feet;
 - b. Commercial Uses: Fifteen (15) feet;

- c. Exception: The planning commission may approve exceptions to the side setback regulations for commercial uses through the granting of a use permit.
- 3. Rear setback: Ten (10) feet.
- E. Lot Coverage. The maximum coverage by all structures on any lot shall be seventy percent (70%).
- F. Height of Structures. The maximum height of any structure, except as provided in Section 17.32.060, shall be thirty-five (35) feet.
- G. Fencing Requirements. If the site is next to a residential district, a wood fence of not less than eight (8) feet in height that adequately screens the site from the adjacent residential district shall be installed along the property line abutting the residential district. The planning director may approve deviations from the material and height requirements set forth in the preceding sentence, based upon a finding that the modified fence is more appropriate for the site and the adjacent residential district.
- H. Open Space. Usable open space shall be provided for residential uses of at least sixty (60) square feet per unit. Such open space shall not be less than five (5) feet in any dimension and may be provided as individual patios or decks, or as common patio or garden area, or any combination thereof.

Notwithstanding that an attached or detached accessory dwelling unit greater than eight hundred (800) square feet is added to an existing residential use, there shall be no reduction in the amount of required usable open space for the other residential use. If an existing residential use has open space that does not conform to the sixty (60) square feet per unit requirement, the addition of an attached or detached accessory dwelling unit greater than eight hundred (800) square feet to that use shall not further reduce the amount of open space. The addition of an attached or detached accessory dwelling unit that is eight hundred (800) feet or less may result in a loss of the required usable open space for the other residential uses, including the loss of non-conforming open space.

- I. Landscaping Requirements.
 - 1. Not less than ten percent (10%) of the lot area shall be improved with landscaping. The addition of an attached or detached accessory dwelling unit greater than eight hundred (800) square feet shall not result in a loss of the required landscape area. The addition of an attached or detached accessory dwelling unit that is eight hundred (800) square feet or less may result in a loss of the required landscape area.
 - 2. Plant materials shall be drought resistant and non-invasive as required by the planning director.
 - 3. Landscaping required under this section, including replacement landscaping, shall be installed according to detailed plans approved by the planning director. The landscape plans shall be consistent with the following objectives:
 - a. Use of plants that are not invasive;

- b. Use of water conserving plants; and
- c. Use of plants and other landscape features that are appropriate to the context.
- 4. Irrigated Landscapes. New and rehabilitated, irrigated landscapes are subject to the water conservation in landscaping ordinance (refer to Chapter 15.70) or the latest state provisions, whichever is more effective in conserving water.
- J. Screening Requirements.
 - 1. Outside storage of pallets or containers used for transportation and delivery of items related to the uses conducted on the site shall not be located in any required setback from a street and shall be screened from off-site view to the extent it is reasonable to do so.
 - 2. The off-site visibility of exterior equipment such as heating and ventilation units, above-ground storage tanks, compactors and compressors, shall be mitigated through such measures as may be reasonable under the circumstances, including, but not limited to, the installation of screening, fencing, painting, or landscaping, or any combination of the foregoing.
 - 3. The screening requirements set forth in subsections H.1. and H.2. of this section are not intended to be exclusive and the approving authority may require, as a condition of the use permit, such other and additional screening measures as it deems necessary or appropriate to mitigate any potential adverse visual and audible impacts created by the intended use.
- K. Refuse and Recycling Area Requirements.
 - 1. So as to adequately protect neighboring uses from adverse impacts such as noise, odor, vectors, wind-blown litter or glare, areas for depositing, collecting and loading refuse and recyclable materials shall be provided and fully enclosed within an enclosure a minimum of six feet tall. All receptacles for collection and recycling shall be completely screened from view at street level. All enclosures and gates should be detailed to withstand heavy use. Wheel stops or curbs shall be provided to prevent dumpsters from banging into walls of enclosure. The area shall be designed to prevent storm water run-on to the area and runoff from the area, and roofs shall be designed to drain away from neighboring properties. Lighting shall be provided at enclosures for nighttime security and use. Lights shall be full cutoff luminaires, as certified by the manufacturer, with the light source directed downward and away from adjacent residences. A sign clearly identifying all recycling and solid waste collection and loading areas and the materials accepted therein shall be posted adjacent to all points of direct access to the area.
 - 2. This requirement shall apply to all new commercial or institutional buildings, residential buildings having five (5) or more living units, and city facilities (including buildings, structures, and outdoor recreation areas owned by the city) where solid waste is collected and loaded. This requirement shall also apply to any existing development for which building permit applications are submitted within a twelve-month period collectively adding thirty percent (30%) or more to the existing floor area of the development project. For existing developments occupied by multiple tenants, this requirement shall apply to building permit applications submitted by any tenant within a twelve-month period collectively adding thirty percent (30%) or more to the existing floor area of that portion of the development which said

tenant leases. Such recycling areas shall, at a minimum, be sufficient in capacity, number, and distribution to serve that portion of the development project which said tenant leases.

- L. Emergency Shelters. Development standards for emergency shelters shall be the same as for residential development in the district, except density of development regulations, and emergency shelters that meet the following requirements are exempt from the requirement of a design permit and use permit:
 - 1. No emergency shelter shall be allowed to be located within three hundred (300) feet of another emergency shelter.
 - 2. The required setbacks for new development shall be:
 - a. Front setback: Ten (10) feet; except that the front setback may be reduced to zero (0) where development includes dedication to public right-of-way for a frontage access road and sidewalk, to the satisfaction of the city engineer and fire department.
 - b. Side setback: Five (5) feet; except that the planning commission may approve exceptions to the side setback regulations through the granting of a use permit.
 - c. Rear setback: Ten (10) feet.
 - 3. A maximum of twelve (12) persons (twelve (12) beds) to be served nightly.
 - 4. Each resident shall be provided personal living space.
 - 5. Bathrooms and bathing facilities shall be provided, adequate for the number of residents.
 - 6. Laundry facilities or services shall be provided on site, adequate for the number of residents.
 - 7. The length of stay for individual clients shall not exceed six (6) months, or as allowed by state law.
 - 8. Staff and services shall be provided to assist residents to obtain permanent shelter and income.
 - 9. For security, the facility shall provide outdoor lighting of common areas, entries, parking areas, pathways, in compliance with Section 17.16.050.E.
 - 10. For security, the shelter shall be adequately staffed twenty-four (24) hours a day, seven (7) days a week.
 - 11. Parking shall be as specified in Chapter 17.34.
 - 12. Outdoor activities, such as recreation, eating, and staging for drop-off, intake, and pick-up, may be conducted at the facility, between the hours of five (5:00) a.m. and ten (10:00) p.m. A night operations use permit is required for outdoor activities between the hours of ten (10:00) p.m. and five (5:00) a.m., as provided for in Section 17.16.070.
 - 13. The facility may provide the following:

- a. Kitchen facilities;
 - b. Dining area;
 - c. Recreation room;
 - d. Training and counseling support services;
 - e. Child care facilities;
 - f. Other facilities or services that are accessory to an emergency shelter.
14. Prior to commencing operation, the emergency shelter provider must have a written management plan, which shall be provided to the planning director. The management plan must include provisions for staff training, resident identification process, neighborhood outreach, policies regarding pets, the timing and placement of outdoor activities, provisions for residents' meals (including special dietary needs), medical care, mental health care, dental care, temporary storage of residents' personal belongings, safety and security, provisions in case of area-wide emergencies, screening of residents to ensure compatibility with services provided at the facility, plans to help secure other provisions for those who may not be part of the shelter's target population, computer access for residents, and training, counseling and social service programs for residents, as applicable.

M. Mobile Home Parks.

- 1. Mobile home parks in the SCRO-1 district shall be subject to the development and parking standards established in Chapter 17.11 of this Title.
- 2. Conversion, closure, or cessation of a mobile home park in the SCRO-1 district shall be subject to the procedures established in Section 17.11.090 of this Title.

(Ord. 443 § 2(part), 2000).

(Ord. No. 548, § 6, 11-1-10; Ord. No. 556, § 15, 2-22-11; Ord. No. 564, § 2, 10-3-11; Ord. No. 607, § 7, 4-7-16; Ord. No. 630, § 3, 12-6-18; Ord. No. 653, § 19, 10-15-20)

17.16.050 Performance standards.

All uses in the Southwest Bayshore district shall be conducted in accordance with the following performance standards:

- A. All routine aspects of the day-to-day operations of a business, including the storage of materials and products, shall be conducted entirely within an enclosed structure, with the exception of the following:
 - 1. Outdoor activities specifically authorized by the use permit;
 - 2. Parking of operable vehicles related to the authorized uses conducted on the site;
 - 3. Shipments and deliveries incidental to the conduct of the primary use on the site.

4. Emergency shelter outdoor activities as set forth in Section 17.16.040(L)(12).
- B. The site shall be kept free of trash and debris.
- C. Sound insulation housing or baffles, or other reasonable measures, shall be installed in conjunction with heating and ventilating equipment or other machinery when necessary to effectively mitigate sound emissions distinctly detectable from any off-site location.
- D. Odors from any use shall not be generally or distinctly detectable from any off-site location.
- E. Lighting shall be designed to avoid excessive glare as viewed from offsite locations and in compliance with the California Green Building Standards Code. Lighting shall also be stationary, shielded or otherwise directed away from direct view of the light source as viewed from adjacent properties and public rights of way, and of intensity compatible with the neighborhood.
- F. Site development shall minimize disturbance of existing natural slopes to the extent feasible, maintain public view corridors of the San Francisco Bay and San Bruno Mountain, minimize rooftop glare, and screen exterior mechanical equipment.

(Ord. 443 § 2(part), 2000).

(Ord. No. 556, § 16, 2-22-11; Ord. No. 564, § 2, 10-3-11)

17.16.060 Special findings.

In addition to the findings required for approval of a use permit as set forth in Section 17.40.060, no use permit shall be granted for any conditional use in the Southwest Bayshore district unless the approving authority also makes such of the following findings as may be applicable to the application:

- A. Adequate measures have been taken to protect workers and residents from the twenty-four (24) hour noise generated by traffic on Bayshore Boulevard.
- B. The improvements have been designed in a manner that will make adequate provision for on-site parking and traffic circulation and safe ingress to and egress from the site.
- C. The improvements have been designed to be compatible with the topography and soils of the hillside.

(Ord. 443 § 2(part), 2000).

(Ord. No. 564, § 2, 10-3-11)

17.16.070 Night operations.

- A. Definitions. For the purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them as set forth below:

1. "Existing business" means a business or other use that is legally operating within the Southwest Bayshore district as of February 9, 2000, in accordance with all zoning regulations applicable thereto, and pursuant to a business license duly issued by the city.
 2. "Night operations" means any activity conducted between the hours of ten (10:00) p.m. and five (5:00) a.m. of the following day.
- B. Requirement for Use Permit to Conduct Night Operations. Except as otherwise provided in subsection C of this section, no business or other use, with the exception of residential uses, shall engage in the conduct of night operations at any location within the Southwest Bayshore district unless a use permit for such night operations has been granted pursuant to this chapter. The requirement for a use permit is applicable only to the commercial component of the project.
 - C. Continuation of Night Operations by Existing Businesses. An existing business which has lawfully been conducting night operations prior to February 9, 2000, may continue to conduct such night operations on the same site and shall be exempted from the requirement to obtain a use permit pursuant to this section. This exemption shall not apply to any relocation of the night operations to a different site, nor may the exemption be assigned or transferred by the existing business to a different business establishment or use, whether conducted on the same site or elsewhere.
 - D. Approving Authority. Applications for a use permit to conduct night operations shall be acted upon by the planning commission and shall be governed by the provisions of Chapter 17.40 of this title, as supplemented by this section.
 - E. Findings for Use Permit Approval. In addition to the findings required for approval of a use permit, as set forth in Section 17.40.060 and elsewhere in this section, no use permit shall be granted for the conduct of night operations in the Southwest Bayshore district unless the planning commission also finds and determines that the night operations conducted by the applicant will not create noise, glare or other effects that are likely to create a sleep disturbance for the occupants of neighboring residential properties.
 - F. Use Permit Conditions. Without limiting the authority of the planning commission to impose conditions on the granting of a use permit pursuant to Section 17.40.070, a use permit authorizing the conduct of night operations in the Southwest Bayshore district may contain limitations on the days and hours of operation, restrictions on the nightly volume of vehicle trips, restrictions on the type of vehicles or equipment that may be operated at night, requirements for special devices and measures for abatement of noise and glare, and requirements for mitigation monitoring and periodic mandatory review. The planning commission shall have continuing jurisdiction over every use permit issued pursuant to this section and may at any time, if the original findings required for issuance of the use permit can no longer be made, modify or amend any of the use permit conditions, or impose new and additional conditions, or revoke the use permit.

(Ord. 443 § 2(part), 2000).

(Ord. No. 564, § 2, 10-3-11)

17.16.100 Permits.

- A. **Housing Development Permits.** Housing Development Projects and Streamlined Housing Development Projects are subject to the findings in Section 17.45.040 and the objective design standards in Section 17.45.030.
- B. **Design Permits.** The construction of any principal structure in the Southwest Bayshore district, except a single-family or duplex dwelling or emergency shelter as set forth in Section 17.16.040.L or a Housing Development Project or Streamlined Housing Development Project, as defined in Chapter 17.02 and permitted by Chapter 17.45, shall be subject to the granting of a design permit in accordance with the provisions of Chapter 17.42 of this title and any applicable design guidelines adopted by the city. (Ord. 443 § 2(part), 2000).

(Ord. No. 564, § 2, 10-3-11)

17.16.110 Visual impact analysis.

All projects, including single-family and duplex dwellings, but excluding emergency shelters as set forth in Section 17.16.040(L) and Housing Development Projects and Streamlined Housing Development Projects as defined in Chapter 17.02, shall submit a visual impact analysis, in accordance with guidelines approved by the planning commission, to address the following design issues: relationship to steep slopes; public view corridors; view of San Francisco Bay and San Bruno Mountain; material and lighting, especially as pertains to light and glare; treatment of roofs and the screening of mechanical equipment.

(Ord. 443 § 2(part), 2000).

(Ord. No. 564, § 2, 10-3-11)

SECTION 6: Section 17.42.010, 17.42.020, and 17.42.040 are amended to read as follows:

17.42.010 Applicability.

- A. Except as otherwise provided in subsection B of this section, a design permit shall be required for the construction of any new principal structure or the substantial modification of an existing principal structure for which no design permit has previously been issued. As used herein, the term "substantial modification" means an alteration or expansion of the exterior and/or interior of the structure to the extent of significantly modifying its basic design, elevations, size, appearance, or relationship to adjacent properties or structures, as determined by the planning director.
- B. No design permit shall be required for the construction or substantial modification of any single-family dwelling, accessory dwelling unit, junior accessory dwelling unit, duplex, or accessory structure, unless part of a dwelling group totaling three (3) or more units or part of a mixed use development, or a design permit for such structure has been required as a condition of a development approval granted by the city. No design permit shall be required for the construction or substantial modification of an emergency shelter of twelve (12) beds or less, as set forth in Section 17.16.040(J).

- C. No design permit shall be required for housing development projects or streamlined housing development projects, as defined in Chapter 17.02; provided, however, housing development projects and streamlined housing development projects are subject to the housing development permit requirements set forth in Chapter 17.45.

(Ord. 449 § 1(part), 2000).

(Ord. No. 564, § 3, 10-3-11)

17.42.020 Application for design permit.

- A. Contents of Application. Application for a design permit shall be filed with the planning director on such form as the planning director shall prescribe. The application shall be accompanied by legible and reproducible sets of completely dimensioned, scaled site development and architectural plans, with bar scales, showing such of the following items as the planning director deems appropriate in order to evaluate and process the application:
1. Existing and/or proposed structures with floor plans (with the use of each room/space labeled), roof plans, and elevations of all sides of the existing and/or proposed structures, identifying colors and materials as appropriate, indicating the height from natural and/or finish grade on each elevation of the tallest points of the structure (cross-sections may also be required based upon the complexity of the design), and including UBC type of construction;
 2. Accurately dimensioned property lines, setbacks, structures on adjacent properties (and their uses), streets, easements, existing and proposed utilities, and building coverage and lot area calculations;
 3. Location of existing trees by size (circumference measured twenty-four (24) inches above grade) and type, indicating those proposed for removal;
 4. Conceptual landscaping plans showing species, common name, size and number of plantings, with description of proposed plantings (height at maturity, time to maturity, color, drought/wind/salt tolerance, and deciduousness), calculation of the total square footage of proposed irrigated landscaped area and explanation of proposed method of irrigation;
 5. Existing and proposed parking facilities, including the dimensions of parking spaces, number and location of spaces designated as compact or handicapped spaces, and a calculation of the number of parking spaces required by this title or any other applicable regulations;
 6. Paving details, improved street width (curb-to-curb), sidewalks, and driveway cuts;
 7. Existing and proposed topography of the property (at five (5) foot intervals), clearly indicating any proposed grading and filling and the amounts in cubic yards of proposed excavation, fill and removal from the site. If requested by the planning director, a soils report and/or geotechnical study shall also be furnished;
 8. Drainage details, exterior lighting, trash enclosures, signs, fences and method of screening exterior mechanical equipment (including rooftop air-conditioning units, transformers and public utilities);

9. Material and color samples and colored rendering of the project;
 10. Photographs of the Site. Photomontages of the proposal may also be required dependent upon the visual significance of the proposal.
- B. **Application Fee.** The application shall be accompanied by the payment of a processing fee in such amount as established from time to time by resolution of the city council. In addition to the processing fee, the applicant shall also deposit such amounts as the planning director may require from time to time to cover the cost of any environmental investigations or reports, geotechnical and engineering reports, review of green building documentation, and such other investigations and reports that may be required by the city in connection with the processing of the application.
- C. **Newly Constructed Condominiums.** In addition to the information listed in this section, an application for a design permit for newly constructed condominiums, as defined in BMC 17.30.020(A), shall also include the materials set forth in Section 17.30.040.

(Ord. 524 § 4, 2007; Ord. 449 § 1(part), 2000).

(Ord. No. 564, § 3, 10-3-11; Ord. No. 612, § 19, 12-8-16)

17.42.040 Findings required for issuance of design permit.

The planning commission may grant a design permit as applied for or in modified form if, on the basis of the application and the evidence submitted, the commission finds and determines the following findings as may be applicable to the proposed development:

- A. The proposed development is consistent with the General Plan and any applicable specific plan.
- B. The proposal's scale, form and proportion, are harmonious, and the materials and colors used complement the project.
- C. The orientation and location of buildings, structures, open spaces and other features integrate well with each other and maintain a compatible relationship to adjacent development.
- D. Proposed buildings and structures are designed and located to mitigate potential impacts to adjacent land uses.
- E. The project design takes advantage of natural heating and cooling opportunities through building placement, landscaping and building design to the extent practicable, given site constraints, to promote sustainable development and to address long term affordability.
- F. For hillside development, the proposal respects the topography of the site and is designed to minimize its visual impact. Significant public views of San Francisco Bay, the Brisbane Lagoon and San Bruno Mountain State and County Park are preserved.
- G. The site plan minimizes the effects of traffic on abutting streets through careful layout of the site with respect to location, dimensions of vehicular and pedestrian entrances and exit drives, and through the provision of adequate off-street parking. There is an adequate circulation

pattern within the boundaries of the development. Parking facilities are adequately surfaced, landscaped and lit.

- H. The proposal encourages alternatives to travel by automobile where appropriate, through the provision of facilities for pedestrians and bicycles, public transit stops and access to other means of transportation.
- I. The site provides open areas and landscaping to complement the buildings and structures. Landscaping is also used to separate and screen service and storage areas, break up expanses of paved area and define areas for usability and privacy. Landscaping is generally water conserving and is appropriate to the location. Attention is given to habitat protection and wildland fire hazard as appropriate.
- J. The proposal takes reasonable measures to protect against external and internal noise.
- K. Consideration has been given to avoiding off-site glare from lighting and reflective building materials.
- L. Attention is given to the screening of utility structures, mechanical equipment, trash containers and rooftop equipment.
- M. Signage is appropriate in location, scale, type and color, and is effective in enhancing the design concept of the site.
- N. Provisions have been made to meet the needs of employees for outdoor space.

(Ord. 449 § 1(part), 2000).

(Ord. No. 556, § 27, 2-22-11; Ord. No. 564, § 3, 10-3-11)

SECTION 7: Chapter 17.45 is added to read as follows:

Chapter 17.45 Housing Development Permits.

17.45.010 Applicability.

- A. Except as otherwise provided in subsection B of this section, a housing development permit shall be required for the construction of any new principal structure that meets the definition of a Housing Development Project or a Streamlined Housing Development Project, as defined in Chapter 17.02.
- B. No housing development permit shall be required for the construction or substantial modification of a single-family dwelling, accessory dwelling unit, or junior accessory dwelling unit, unless part of a dwelling group totaling three (3) or more units. No housing development permit shall be required for the construction or substantial modification of a duplex, unless the duplex is located in the R-3 Zoning District.
- C. The Community Development Director shall determine applicability of this Section within 30 days of submittal of a complete housing development permit application.

17.45.020 Application.

- A. Contents of Application. Applications for a housing development permit shall be filed with the planning director on such form as the planning director shall prescribe. The application shall be accompanied by legible and reproducible sets of completely dimensioned, scaled site development and architectural plans, with bar scales, showing such of the following items as the planning director deems appropriate in order to evaluate and process the application:
1. Existing and/or proposed structures with floor plans (with the use of each room/space labeled), roof plans, and elevations of all sides of the existing and/or proposed structures, identifying colors and materials as appropriate, indicating the height from natural and/or finish grade on each elevation of the tallest points of the structure (cross-sections may also be required based upon the complexity of the design), and including UBC type of construction;
 2. Accurately dimensioned property lines, setbacks, structures on adjacent properties (and their uses), streets, easements, existing and proposed utilities, and building coverage and lot area calculations;
 3. Location of existing trees by size (circumference measured twenty-four (24) inches above grade) and type, indicating those proposed for removal;
 4. Conceptual landscaping plans showing species, common name, size and number of plantings, with description of proposed plantings (height at maturity, time to maturity, color, drought/wind/salt tolerance, and deciduousness), calculation of the total square footage of proposed irrigated landscaped area and explanation of proposed method of irrigation;
 5. Existing and proposed parking facilities, including the dimensions of parking spaces, number and location of spaces designated as compact or handicapped spaces, and a calculation of the number of parking spaces required by this title or any other applicable regulations;
 6. Paving details, improved street width (curb-to-curb), sidewalks, and driveway cuts;
 7. Existing and proposed topography of the property (at five (5) foot intervals), clearly indicating any proposed grading and filling and the amounts in cubic yards of proposed excavation, fill and removal from the site. If requested by the planning director, a soils report and/or geotechnical study shall also be furnished;
 8. Drainage details, exterior lighting, trash enclosures, signs, fences and method of screening exterior mechanical equipment (including rooftop air-conditioning units, transformers and public utilities);
 9. Material and color samples and colored rendering of the project;
 10. Photographs of the Site. Renderings of the proposal may also be required dependent upon site circumstances.

- B. **Application Fee.** The application shall be accompanied by the payment of a processing fee in such amount as established from time to time by resolution of the city council. In addition to the processing fee, the applicant shall also deposit such amounts as the planning director may require from time to time to cover the cost of any environmental investigations or reports, geotechnical and engineering reports, review of green building documentation, and such other investigations and reports that may be required by the city in connection with the processing of the application.
- C. **Newly Constructed Condominiums.** In addition to the information listed in this section, an application for a housing development permit for newly constructed condominiums, as defined in 17.30.020(A) of this Title, shall also include the materials stipulated in Section 17.30.040.
- B. **Streamlined Housing Development Projects.** Applications for Streamlined Housing Development Projects shall include additional supporting documentation to demonstrate eligibility as set forth on a form prescribed by the city.

17.45.030 Objective Standards.

Housing development projects and streamlined housing development projects must be consistent with each of the objective design standards below. Supplementary Housing Development Design Guidelines may be established and may be used as a supplement to these objective standards:

A. Site design.

1. A minimum of one (1) main exterior pedestrian entrance shall be publicly visible per building. Buildings entirely located greater than 50' from front property line are excluded from this requirement if another building on that site has at least one main publicly-visible exterior pedestrian entrance.
2. At least 50% percent of any street-facing, ground-floor facade shall be parallel to the street.

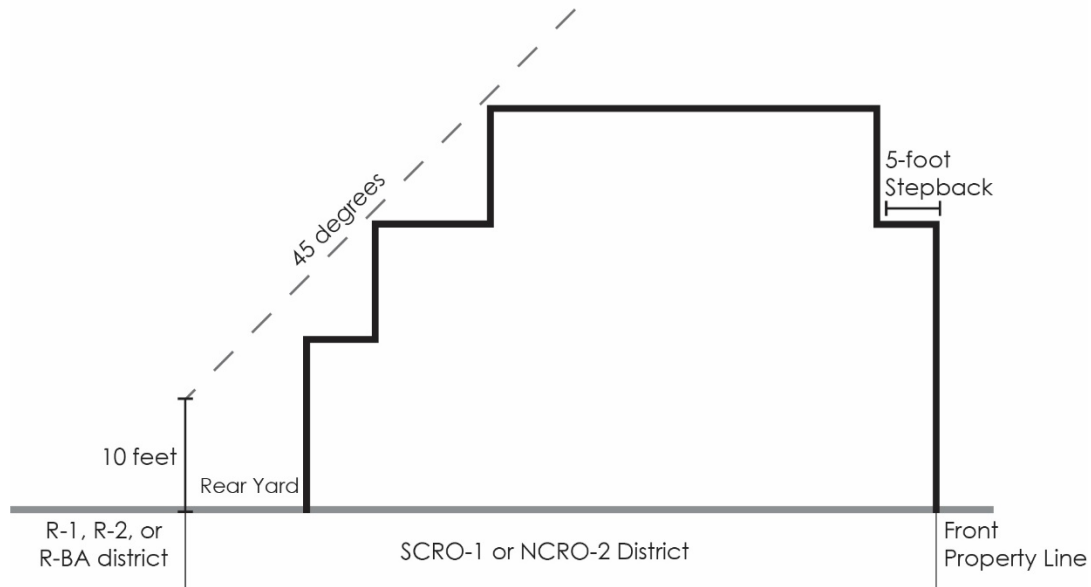
- B. **Roof design.** Rooflines shall be articulated at least every 50 feet along the street frontage. For purpose of this standard, roofline articulation can be achieved through the use of architectural elements such as parapets, varying cornices, reveals, clerestory windows, and varying roof height, roof planes, special treatment of corner elements, and/or form.

C. Materials.

1. Affordable units and market rate units in the same development shall be constructed of the same or similar exterior materials and details such that the units are not distinguishable.
2. Buildings over two stories must provide a ground floor elevation that is distinctive from the upper stories by providing a material change between the first floor and upper floors along at least 75% of the building façade with frontage upon a street, adjacent public park, or public open space.
3. Buildings shall carry the same theme on all elevations. For the purposes of this standard, a theme includes primary (non-accent) materials and colors.

4. Exterior materials and finishes shall be consistent with the proposed architectural style.
 5. Exterior primary (non-accent) materials and finishes shall be durable and have a demonstrated service life of at least 30 years (e.g. a warranty period provided by its installer).
 6. At least two materials shall be used on any building frontage, in addition to glazing, trim, railings, and any visible roofing or building skirt materials.
 7. For buildings in the SCRO-1 District, durable and highly resistant building base materials, such as precast concrete, brick, stone masonry, and commercial grade ceramic, shall be selected to withstand pedestrian traffic.
 8. Materials for roofing, buildings, and windows shall be consistent with the Community Development Department's Supplemental Housing Development Design Guidelines.
- D. **Window design.** Window trim of at least one inch width shall be provided at all exterior window and door openings. In lieu of exterior window trim, windows may be recessed from wall plane by a minimum of three inches.
- E. **Stepbacks.** For buildings in the SCRO-1 District:
1. **Front:** Structures shall include a 5-foot minimum front step-back for the 3rd story or any floor above 25 feet along at least 30% of the frontage, and a 10-foot minimum front step-back for the 4th story or any floor above 35 feet in height. For corner lots, the stepped back portion of the structure shall be located away from the corner, defined as the portion of the structure that faces the intersection of two public rights of way, in order to add emphasis to architectural corner elements.
 2. **Rear and interior side:** Structures shall not intercept a forty-five-degree inclined plane inward from a height of ten feet above existing grade at any rear or interior lot line adjoining an R-1, R-2, or R-BA district.

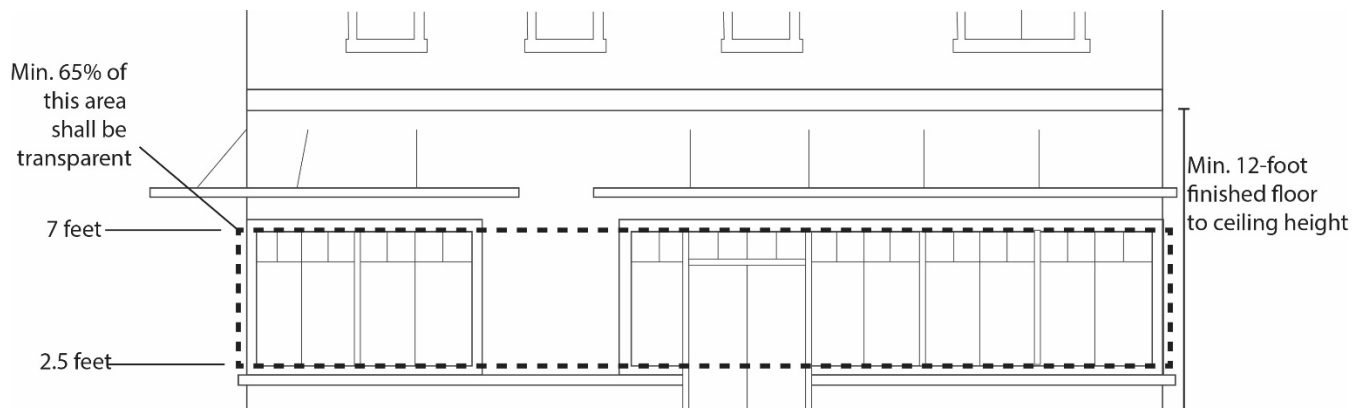
Figure 17.45.030-1 SCRO-1 Stepbacks



F. Ground Floor Requirements.

1. **Minimum Height.** Any ground floor associated with a non-residential use shall have a minimum finished floor to ceiling height of 12 feet.
2. **Ground Floor Transparency.** The ground-floor street-facing building walls of non-residential uses shall provide transparent windows or doors with views into the building for a minimum of 65 percent of the building frontage located between 2½ and 7 feet above the sidewalk. Ninety percent of the transparent windows or doors area shall remain clear to allow views into the building. The transparent area shall be maintained and not obscured. Street-facing areas used as parking structures or garage doors are exempt from this requirement, but are subject to the design requirements in subsection H(3) below.

Figure 17.45.030-2 Ground Floor Requirements

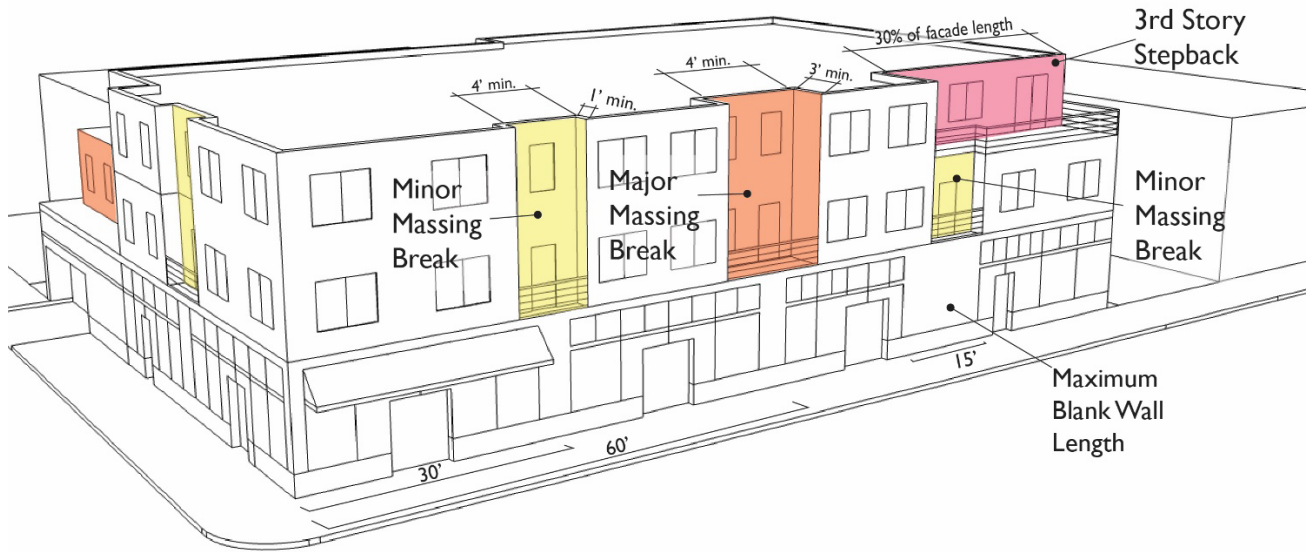


G. Massing and articulation.

1. A minimum of one architectural feature, such as balconies, cantilevers, dormers, bay windows, patios, and individualized entries, shall be incorporated into each building.

2. Blank walls (façades without doors, windows, landscaping treatments) shall be less than 15 feet in length along sidewalks, pedestrian walks, or publicly accessible outdoor space areas.
3. **Articulation Requirements.** For purposes of this chapter, articulation shall be defined as a minimum of twelve inches of offset in plane, as defined in Section 17.02.050(A). Unless exempted, outside walls that are greater in size than twenty (20) feet in width and twenty (20) feet in height shall have a cumulative area of articulation as follows:
 - a. Front outside wall: Thirty percent (30%) articulation of total wall area.
 - b. Side outside walls:
 - i. Interior side outside wall: Where the structure is located on a lot having an average width of forty (40) feet or greater, the articulation requirement for the interior side outside wall shall be twenty percent (20%) of total wall area. No articulation shall be required for the interior side outside wall of structures located on lots having an average width of less than forty (40) feet.
 - ii. Exterior side outside wall: Where the structure is located on a lot having an average width of forty (40) feet or greater, the articulation requirement for the exterior side outside wall shall be twenty percent (20%) of total wall area. No articulation shall be required for the exterior side outside wall of structures located on lots having an average width of less than forty (40) feet.
 - c. Rear outside wall: Thirty percent (30%) articulation of total wall area.
 - d. **Exemptions.** Single-story two (2) car garages and accessory structures not exceeding a floor area of one hundred twenty (120) square feet. Parking structures are exempt but subject to the articulation requirements in subsection H(3) below.
4. **Massing Breaks.** Massing breaks, as described below, shall be required for buildings with street frontage of 30 feet or greater. Ground floor non-residential uses shall be exempt from massing break requirements.
 - a. **Minor.** Buildings shall have minor massing breaks at least every 30 feet along the street frontage, through the use of varying setbacks, building entries and recesses, or structural bays. Minor breaks shall be a minimum of one foot deep and four feet wide and extend the full height of the building.
 - b. **Major.** Buildings shall have major massing breaks at least every 60 feet along any street frontage, adjacent public park, publicly accessible outdoor space, or designated open space, through the use of varying setbacks and/or building entries. Major breaks shall be a minimum of three feet deep and four feet wide and extend the full height of the building.

Figure 17.45.030-3 Articulation and Massing Breaks



H. Parking design and location.

1. **General Location.** Parking shall be located out of public view wherever feasible.

2. **Uncovered Parking.**

- a. **Location.** Uncovered parking lots shall be located out of public view or screened as set forth below.
- b. **Lighting.** All parking lot lights shall be full cutoff luminaires, as certified by the manufacturer, with the light source directed downward and away from adjacent residences.
- c. **Screening.** Uncovered parking areas shall be screened from view from public streets and adjacent lots in the R-1, R-2, or R-BA Districts, according to the following standards:
 - i. **Screening from Residential Districts.** Screening of parking lots along interior lot lines that abut an R-1, R-2, or R-BA District shall be eight feet in height. If landscaping is used as a screening material along an interior lot line, it must also be a minimum of 3 feet in width. Screening materials may consist of fencing or planting. Plant materials shall consist of compact evergreen plants that form an opaque screen. Use of chain-link or vinyl fencing for screening purposes is prohibited.
 - ii. **Screening from Public Streets.** Screening of parking lots from adjacent public streets shall be three feet in height. Screening may consist of one or any combination of the methods listed below:
 - (a) **Walls.** Walls consisting of brick, stone, stucco, or other quality durable material approved by the Director, and including a decorative cap or top finish as well as edge detail at wall ends. Plain concrete blocks are not allowed as a screening wall material unless capped and finished with stucco or other material approved by the Director.

- (b) **Fences.** An open fence of wrought iron or similar material combined with plant materials to form an opaque screen. Use of chain-link or vinyl fencing for screening purposes is prohibited.
- (c) **Planting.** Compact evergreen plants that form an opaque screen. Such plant materials must achieve a minimum height of two feet within eighteen months after initial installation.
- (d) **Berms.** Berms planted with grass, ground cover, or other low-growing plant materials.
- (e) **Exception.** Screening shall not be required for uncovered tandem parking located within a driveway in the R-3 District.

3. Covered Parking.

- a. **Location: Parking Garages.** Parking Garages may be located in an area that is publicly visible, provided that the design standards below are met.
 - b. **Design.** The following design features shall be incorporated into all covered parking structures.
 - i. Garages and carports shall be designed to include a minimum of two of the following from the main building(s): materials, detailing, roof materials, and colors.
 - ii. Carport support posts shall be a minimum of eight inches (8") square and exposed steel columns and posts are prohibited. At least one material from the primary structure shall be included in the carport design.
 - iii. Parking structures or garage entrances shall not occupy more than 60% of the building width of any front elevation facing a Front Lot line in the SCRO-1 District.
 - iv. Parking structure exterior walls shall not present a solid unbroken wall surface. Walls greater than 40 feet in length shall include articulation, landscaping, or textured treatments over 25% of the total wall area at minimum.
 - v. Ventilation openings shall be screened, for example with decorative grille work or landscaping.
4. **Bicycle Parking.** Where bicycle parking is not visible from the street, directional signage shall be included at the main building entrance.

I. Accessory elements.

- 1. Perimeter fencing utilized along public streets shall be constructed of decorative iron, pre-painted welded steel, or wood material. Chain link fencing, vinyl fencing, and expanded metal panels are prohibited.

2. Roof top equipment shall be screened from visibility. The point of view for determining visibility shall be five feet above grade at a distance of 200 feet. If the roof structure does not provide this screening, include an equipment screen in the design.
 3. All exterior trash, recycling, and storage utility boxes, wood service poles, electric and gas meters, fire sprinkler valves and backflow preventers and transformers shall be screened from visibility.
- J. **Additional objective standards within Title 17.** Projects subject to this chapter must comply with all other applicable objective standards within Title 17 including, but not limited to:
1. Development regulations including lot area, density of development, lot dimensions, setbacks, lot coverage, height of structures, landscaping requirements, and additional screening requirements, recycling area requirements not covered in this chapter include:
 - a. Development regulations as indicated for the R-2 District in 17.08.040,
 - b. Development regulations as indicated for the R-3 District in 17.10.040,
 - c. Development regulations as indicated for the SCRO-1 District in 17.16.040
 2. Parking standards as indicated in Section 17.34.
 3. Signage standards as indicated in Section 17.36

17.45.040 Findings.

- A. The Zoning Administrator may approve a housing development permit subject to the following finding:
1. The project conforms to the objective design standards established in Section 17.45.045 and throughout Title 17 and conforms to the development standards of the zoning district in which the project is located.
- B. **Findings for denial.** The Zoning Administrator may deny a housing development permit, or approve upon the condition that the project be developed at a lower density, subject to the following findings and supported by substantial evidence in the record:
1. The project does not comply with applicable objective general plan and zoning code objective standards in effect at the time the application has been determined to be deemed complete.
 2. The housing development project would have a specific, adverse impact upon the public health or safety.
 3. There is no feasible method to satisfactorily mitigate or avoid the adverse impact, other than through disapproval or approval upon the condition that the project be developed at a lower density.

4. **Affordable Housing.** In addition to the findings above, the Zoning Administrator may deny a housing development permit for a proposed housing development project for very low, low-, or moderate-income households or condition approval in a manner that renders development of such a project infeasible, subject to at least one of the following findings, supported by substantial evidence in the record:
 - a. The city has met or exceeded its share of the regional housing need allocation for the planning period for each of the income categories proposed for the housing development project as identified in the housing element.
 - b. The development project as proposed would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.
 - c. The denial of the project or imposition of conditions is required in order to comply with specific state or federal law, and there is no feasible method to comply without rendering the development unaffordable to low- and moderate-income households.
 - d. The development project is proposed on land which does not have adequate water or wastewater facilities to serve the project.
 - e. The development project is inconsistent with both the zoning ordinance and general plan land use designation as of the date the application was deemed complete, and the project is not proposed for a site that is identified as suitable for very low, low-, or moderate-income households in the housing element and is inconsistent with the density specified in the housing element.
- C. As used in this section, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as of the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation shall not constitute a specific, adverse impact upon the public health or safety.
- D. Any disapproval or conditional approval of a housing development permit for a proposed project for very low, low-, or moderate-income households shall not discriminate on the basis of any of the reasons prohibited by California Government Code Section 65008.

17.45.050 Action by the Zoning Administrator.

- A. The Zoning Administrator may either grant or deny the application for housing development permit subject to the required findings under Section 17.45.040, as applicable to the project type, and may grant the permit subject to such conditions as the Zoning Administrator deems necessary or appropriate.
- B. The Zoning Administrator shall provide notice of the application and publish a staff report with a recommended decision to grant or deny a housing development permit 14 days prior to a decision on a housing development permit. The notice of the application shall be given to all

owners of property within three hundred (300) feet of the exterior boundaries of the subject property.

- C. If no public comments objecting to staff's analysis of an application's consistency with objective standards are received within 14 days of the date of notice of application, the Zoning Administrator shall act on the application consistent with the recommendation contained in the staff report.
- D. If public comments objecting to staff's analysis of consistency with objective standards are received, the Zoning Administrator shall hold a public meeting to review the application and consistency analysis. Notice of the meeting shall be given to all owners of property within three hundred (300) feet of the exterior boundaries of the subject property. The notices shall be mailed not less than ten (10) or more than thirty (30) days before the date of the meeting.
- E. The housing development permit shall become effective upon the expiration of ten (10) days following the date on which the housing development permit was granted by the Zoning Administrator, unless an appeal has been filed pursuant to Chapter 17.52 of this Title.
- F. Streamlined housing development projects are exempt from the notice of application requirement above, and only a notice of decision shall be given to property owners within three hundred feet of the exterior boundaries of the subject property. Streamlined housing development projects shall be subject to the approval time limits described in California Government Code §65913.4, or successor provisions.

17.45.060 Expiration of a housing development permit--Extensions.

- A. A housing development permit granted pursuant to this chapter shall expire twenty-four (24) months from the date on which such permit became effective, unless prior to such expiration date a building permit for the structure which is the subject of the permit has been issued.
- B. A housing development permit may be extended by the Zoning Administrator for a period or periods of time not exceeding thirty-six (36) months. The application for extension shall be filed prior to the expiration date of the permit and shall be accompanied by payment of a processing fee in such amount as established from time to time by resolution of the city council. Public notice thereof shall be given in the same manner as prescribed in Section 17.45.060 of this chapter. Extension of a housing development permit is not a matter of right and the Zoning Administrator may deny the application or grant the same subject to conditions. Streamlined housing development projects shall be subject to the procedures and expiration described in California Government Code §65913.4, or successor provisions.

17.45.070 Amendment of a housing development permit—Minor Modifications.

- A. Amendments or modifications to a housing development permit shall require approval by the Zoning Administrator. The application requirements, objective standards and findings required for amendments or modifications to a housing development permit shall be as prescribed in Sections 17.45.020, 17.45.030 and 17.45.040 of this chapter.

- B. Notwithstanding the above, streamlined housing development projects shall be subject to the modification standards described in California Government Code §65913.4, or successor provisions.

SECTION 8: Section 17.56.030 and 17.56.100 are amended to read as follows:

17.56.030 Zoning administrator—Action on applications.

- A. Except as otherwise provided in this chapter, the zoning administrator shall hear and decide the following:
1. Applications for zoning conformance;
 2. Applications for variances;
 3. Applications for minor modifications;
 4. Applications for certain sign permits, in accordance with the provisions of Chapter 17.36 of this title;
 5. Applications for administrative permits for wireless telecommunication facilities, in accordance with the provisions of Section 17.32.032 of this title;
 6. Applications for administrative permits for solar energy systems, in accordance with the provisions of Section 17.32.060(C);
 7. Applications for accessibility improvement permits, in accordance with the provisions of Sections 17.32.060(D), 17.32.070(A)(1)(f) and 17.32.080;
 8. Applications for large family day care homes, per State Health and Welfare Code Sections 1597.46(a)(3) and 1597.465; and
 9. Applications for amendments or modifications to a design permit, per Section 17.42.070.
 10. Applications for housing development permits, per Chapter 17.45.
- B. In connection with the applications provided for in this section, the zoning administrator shall have all the duties and responsibilities set forth in this title for the planning commission.

(Ord. 508 § 3, 2005; Ord. 417 § 8, 1997; Ord. 401 § 2, 1995; Ord. 253 § 15.1(C), 1984).

(Ord. No. 564, § 4, 10-3-11)

17.56.100 Appeals.

- A. Appeals from the decision of the zoning administrator, except decisions related to Housing Development Permits per Chapter 17.45 of this Title, may be made to the planning commission within seven (7) days after the action of the zoning administrator. Upon receipt of an appeal, the zoning administrator shall forward the same, together with the records on the matter, to the planning commission. The secretary to the planning commission shall set the

matter for hearing before the planning commission at the earliest available date and cause notice of such hearing to be given as set forth in Chapter 17.54. The planning commission shall consider the matter in the same manner as an application for a variance.

- B. Appeals from decisions of the zoning administrator related to Housing Development Permits per Chapter 17.45 of this Title shall be made to the city council within seven (7) days after the action of the zoning administrator and shall follow the procedure set forth in Chapter 17.52. (Ord. 298 § 15.6, 1984).

SECTION 10: Where a use permit, design permit or variance approval has been issued through final action by the City prior to the effective date of this Ordinance, or where such planning permit approval is not required and a complete building permit application has been submitted prior to the effective date of this Ordinance, the holder of such use permit, design permit or variance approval or complete building permit application may proceed to construct the improvements or establish the use authorized by such permit or approval and the same shall be exempted from any conflicting regulations that may be contained in this Ordinance.

SECTION 11: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Brisbane hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

SECTION 12: This Ordinance shall be in full force and effect thirty days after its passage and adoption.

* * *

The above and foregoing Ordinance was regularly introduced and after the waiting time required by law, was thereafter passed and adopted at a regular meeting of the City Council of the City of Brisbane held on the _____ day of _____ 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

Legal Counsel

Chapter 17.02 DEFINITIONS

Sections:

17.02.425 Housing Development Project.

"Housing Development Project" means a use consisting of any of the following: two or more residential units only; a mixed-use development consisting of two or more residential units and one or more nonresidential uses with at least two-thirds of the square footage designated for residential use; or transitional housing or supportive housing, as defined by California Government Code §50801, subdivision (i) or successor provisions. A Housing Development Project may consist of attached or detached residential units and may occupy more than one parcel, so long as the Housing Development Project is included in the same development application. This definition shall be superseded by changes to California Government Code §65589.5, subdivision (h)(2), or successor provisions. Projects located in the NCRO-2 District shall not be defined as Housing Development Projects.

17.02.050 - Articulation.

"Articulation" means changes of plane on the outside wall of a building such as provided by decks, bays, and other projections or recesses. Articulation also includes voids resulting from a change in the shape of the outside wall. The minimum offset requirement by permit type is as follows:

- A. Housing Development Permits: a minimum of one foot of offset in plane
- B. Design Permits: a minimum of ~~of two feet or greater, such as provided by decks, bays, and other~~ projections or recesses of offset in a plane

Articulation also includes voids resulting from a change in the shape of the outside wall.

17.02.565 Objective design standard.

"Objective design standard," also referred to "Objective zoning standard" or "objective subdivision standard", shall have the same meaning as established in California Government Code §65913.4, subdivision (a)(5), or successor provisions.

17.02.655 Public transit.

"Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge a set fare, run on fixed routes, and are available to the public.

17.02.748 Streamlined housing development project.

"Streamlined housing development project" shall mean a housing development project subject to a streamlined ministerial approval process pursuant to California Government Code §65913.4, or successor provisions.

Chapter 17.10 R-3 RESIDENTIAL DISTRICT

17.10.010 Purposes of chapter.

In addition to the objectives set forth in Section 17.01.030, the R-3 residential district (hereinafter referred to as the "R-3 district") is included in the Zoning Ordinance to achieve the following purposes:

- A. To provide a district for multiple-family dwellings;
- B. To ensure that new residential development is compatible with the existing development and reflects the diversity of the community;
- C. To ensure adequate light, air, space, fire safety, quiet, and privacy for residential uses;
- D. To implement and promote the goals and policies of the general plan so as to guide and manage residential development in the city in accordance with such plan.

(Ord. 463 § 8(part), 2002).

17.10.020 Permitted uses.

The following permitted uses shall be allowed in the R-3 district:

- A. Multiple-family dwellings;
- B. Single-family dwellings.
- C. Duplexes.
- D. Dwelling groups.
- E. Accessory structures and uses incidental to a permitted use, including personal cultivation of cannabis in compliance with Title 8, Chapter 8.12.
- F. Home occupations, conducted in accordance with the regulations prescribed in Chapter 17.44 of this title.
- G. Small family day care homes.
- H. Accessory dwelling units and junior accessory dwelling units, in accordance with Chapter 17.43 of this title.

(Ord. 463 § 8(part), 2002; Ord. No. 575, § 5, 12-3-12; Ord. No. 617, § 11, 9-7-17; Ord. No. 626, § 3, 5-17-18; Ord. No. 653, § 12, 10-15-20)

17.10.030 Conditional uses.

The following conditional uses may be allowed in the R-3 district, upon the granting of a use permit pursuant to Chapter 17.40 of this title:

- A. Cultural facilities;
- B. Day care centers;
- C. Educational facilities;
- D. Group care homes;
- E. Large family day care homes;

- F. Mobilehome parks;
- G. Meeting halls;
- H. Places of worship.

(Ord. 463 § 8(part), 2002).

(Ord. No. 575, § 6, 12-3-12)

17.10.040 Development regulations.

The following development regulations shall apply to any lot in the R-3 district:

- A. Lot Area.
 - 1. The minimum area of any lot shall be five thousand (5,000) square feet, except as otherwise provided in subsection B. of this section.
 - 2. A single-family dwelling may be constructed on a lot of record with an area of less than five thousand (5,000) square feet, subject to the provisions of this chapter and the limitations set forth in Section 17.32.100.
- B. Density of Development. The minimum lot area for each dwelling unit on the site shall be one thousand five hundred (1,500) square feet; provided, however, a lot having an area of four thousand nine hundred fifty (4,950) square feet or greater shall be considered conforming for a development density of three (3) units.
- C. Lot Dimensions. The minimum dimensions of any lot shall be as follows:

Width	Depth
50 feet	100 feet

- D. Setbacks. The minimum required setbacks for any lot, except as provided in Section 17.32.070, shall be as follows:
 - 1. Front setback: Fifteen (15) feet, with the following exceptions:
 - a. Where the lot has a slope of fifteen percent (15%) or greater, the minimum front setback may be reduced to ten (10) feet.
 - b. Where fifty percent (50%) or more of the lots of record in a block have been improved with single-family dwellings, the minimum front setback may be the average distance of the front outside wall of the single-family structures from the front lot line, if less than fifteen (15) feet. Notwithstanding the foregoing, the minimum front setback for garages or carports shall be ten (10) feet, except where a lesser distance is determined by the city engineer to be safe in terms of pedestrian and vehicular traffic.
 - 2. Side setback: Five (5) feet, with the exception that a lot having a width of less than fifty (50) feet may have a side setback reduced to ten percent (10%) of the lot width, but in no event less than three (3) feet or the minimum setback required by the Uniform Building Code, whichever is greater. Notwithstanding the foregoing, the minimum side setback for garages, or carports accessed from a street or alley along that side of the lot shall be ten (10) feet, except where a lesser distance is determined by the city engineer to be safe in terms of pedestrian and vehicular traffic.
 - 3. Rear setback: Ten (10) feet.
 - 4. Garage setback: Eighteen (18) feet, with the following exceptions:

a. If paragraph 1(a) or 1(b) of this subsection D applies, then the garage shall be setback three (3) feet behind the front wall of the main structure.

b. If the garage setback exemptions set forth in Section 17.32.070(A)(3)(a) of this Title apply, the regulations of that section shall prevail.

- E. Lot Coverage. The maximum coverage by all structures on any lot shall be sixty percent (60%).
- F. Floor Area Ratio. The maximum floor area ratio for all buildings on a lot shall be 0.72, subject to the following exclusions:
 - 1. In the case of single-family dwellings, where the size of the lot is three thousand seven hundred (3,700) square feet or less, one covered parking space designed to accommodate a full-size automobile shall be excluded from the calculation of floor area ratio; provided, however, such exclusion shall not exceed a total area of two hundred (200) square feet.
 - 2. In the case of duplexes and multiple-family dwellings, the area of all covered parking spaces required to be provided for the site shall be excluded from the calculation of floor area ratio; provided, however, such exclusion shall not exceed a total area of four hundred (400) square feet per unit.
- G. Height of Structures.
 - 1. Except as otherwise provided in paragraph 2 of this subsection G. and in Section 17.32.060, the maximum height of any structure shall be as follows:
 - a. Twenty-eight (28) feet, for lots having a slope of less than twenty percent (20%); or
 - b. Thirty (30) feet, for lots having a slope of twenty percent (20%) or more.
 - 2. For a distance of fifteen (15) feet from the front lot line, the height of any structure shall not exceed twenty (20) feet as measured from finish grade; provided, however, garages and carports may be constructed to a height of fifteen (15) feet above the elevation of the center of the adjacent street when permitted by Section 17.32.070 of this title. A garage or carport in compliance with this subsection may exceed a height of thirty (30) feet, but the height of any permitted living area underneath shall not exceed thirty (30) feet from finish grade.
- H. Articulation Requirements. Unless exempted, outside walls that are greater in size than twenty (20) feet in width and twenty (20) feet in height shall have a cumulative area of articulation as follows:
 - 1. Front outside wall: Thirty percent (30%) articulation.
 - 2. Side outside walls:
 - a. Interior side outside wall: No articulation requirement.
 - b. Exterior side outside wall: Where the structure is located on a lot having an average width of forty (40) feet or greater, the articulation requirement for the exterior side outside wall shall be twenty percent (20%). No articulation shall be required for the exterior side outside wall of structures located on lots having an average width of less than forty (40) feet.
 - 3. Rear outside wall: Thirty percent (30%) articulation.
 - 4. Exemptions: Single story two (2) car garages and accessory structures not exceeding a floor area of one hundred twenty (120) square feet shall be exempted from all articulation requirements.
- I. Landscaping Requirements.
 - 1. Front Setback. A minimum of fifteen percent (15%) of the front setback area shall be landscaped where the lot has a front lot line of thirty (30) feet or greater.

2. Downslope Lots. The rear of any newly constructed main structure on a downslope lot shall be screened with trees and shrubs in accordance with a landscape plan approved by the planning director.
 3. Sites with Three (3) or More Units. Not less than ten percent (10%) of the lot area shall be improved with landscaping where three (3) or more dwelling units are located on the same site.
 4. Irrigated Landscapes. New and rehabilitated, irrigated landscapes are subject to the provisions of the water conservation in landscaping ordinance (refer to Chapter 15.70) or the latest state provisions, whichever is more effective in conserving water.
- J. Nonconforming Residential Structures and Uses. Nonconforming residential structures and nonconforming residential uses, as defined in Section 17.02.560, may be repaired, restored, reconstructed, enlarged or expanded in accordance with the provisions of Chapters 17.38 and 17.34 of this title.
- K. Refuse and Recycling Area Requirements.
1. ~~Adequate, accessible and convenient areas for depositing, collecting and loading recyclable materials in receptacles shall be provided. The area shall be located and fully enclosed s~~o as to adequately protect neighboring uses from adverse impacts such as noise, odor, vectors, wind-blown litter or glare, areas for depositing, collecting and loading refuse and recyclable materials shall be provided and fully enclosed within an enclosure a minimum of six feet tall. All receptacles for collection and recycling shall be completely screened from view at street level. All enclosures and gates shall be designed to withstand heavy use. Wheel stops or curbs shall be provided to prevent dumpsters from banging into walls of enclosure. The area shall be designed to prevent storm water run-on to the area and runoff from the area, and roofs shall be designed to drain away from neighboring properties. Lighting shall be provided at all enclosures for nighttime security and use. Lights shall be full cutoff luminaires, as certified by the manufacturer, with the light source directed downward and away from adjacent residences. A sign clearly identifying all recycling and solid waste collection and loading areas and the materials accepted therein shall be posted adjacent to all points of direct access to the area.
 2. This requirement shall apply to all new residential buildings having five (5) or more living units, institutional buildings and city facilities (including buildings, structures, and outdoor recreation areas owned by the city) where solid waste is collected and loaded. This requirement shall also apply to such existing developments for which building permit applications are submitted within a twelve-month period collectively adding thirty percent (30%) or more to the existing floor area of the development project.

(Ord. 485 § 3, 2004; Ord. 463 § 8(part), 2002).

(Ord. No. 548, § 3, 11-1-10; Ord. No. 556, § 8, 2-22-11; Ord. No. 576, § 3, 5-19-16; Ord. No. 607, § 4, 4-7-16; Ord. No. 653, § 13, 10-15-20)

17.10.050 ~~Design~~P-permits.

- A. Housing Development Permit. A Housing development permit issued pursuant to Chapter 17.45 of this title shall be required for housing development projects and streamlined housing development projects within the R-3 district, including duplexes.
- B. Design Permit. A design permit issued pursuant to Chapter 17.42 of this title shall be required for every main structure to be constructed on a lot within an R-3 district, with the exception of single-family dwellings, ~~and duplexes~~housing development projects, and streamlined housing development projects.

(Ord. 463 § 8(part), 2002).

17.10.060 Parking.

All uses in the R-3 district shall comply with the parking regulations set forth in Chapter 17.34 of this title.

(Ord. 463 § 8(part), 2002).

17.10.070 Signs.

All advertising signs in the R-3 district shall comply with the sign regulations set forth in Chapter 17.36 of this chapter.

(Ord. 463 § 8(part), 2002).

Chapter 17.16 SCRO-1 SOUTHWEST BAYSHORE COMMERCIAL DISTRICT

Sections:

17.16.010 Purposes of chapter.

The general plan designates several areas of the city for subregional commercial/retail/office use (SCRO). The SCRO-1 Southwest Bayshore commercial district (hereinafter referred to as the Southwest Bayshore district) is one of such planning areas and is included in the zoning ordinance codified in this title to achieve the following purposes:

- A. To create a zoning district for the Southwest Bayshore area that provides for orderly development consistent with the land use policies for that area as set forth in the city's general plan;
- B. To encourage a mix of subregional uses and the opportunity to include mixed-uses and residential uses when appropriate;
- C. To ensure that future development will be conducted in a manner that will adequately address the environmental constraints in the Southwest Bayshore district, as identified in the general plan;
- D. To address historical issues of incompatible land uses; ~~and~~
- E. To protect the community health and safety by establishing permit requirements, performance standards, and special findings for the establishment of uses in the Southwest Bayshore district; ~~and~~
- F. To provide an opportunity for multiple-family dwellings;
- G. To ensure that new residential development is compatible with existing development and reflects the diversity of the community;
- H. To ensure adequate light, air, space, safety, quiet, and privacy for residential uses;
- I. To implement and promote the goals and policies of the General Plan so as to guide and manage residential development in the city in accordance with such Plan.

(Ord. 443 § 2(part), 2000).

(Ord. No. 564, § 2, 10-3-11)

17.16.020 Permitted uses.

- A. The following are permitted uses in the SCRO-1 district:
 - 1. Emergency shelters in compliance with Section 17.16.040.
 - 2. Accessory dwelling units and junior accessory dwelling units associated with an existing or proposed single-family dwelling, duplex, or multiple-family dwelling in compliance with the provisions of Chapter 17.43 of this title.
 - 3. Multiple-family dwellings;
 - 54. Duplexes.
 - 6.5. Dwelling groups.
 - 76. Accessory structures and uses incidental to a permitted use, including personal cultivation of cannabis in compliance with Title 8, Chapter 8.12.

~~87. Home occupations, conducted in accordance with the regulations prescribed in Chapter 17.44 of this title.~~

~~89. Small and large family day care homes.~~

~~140. A mixed use project that meet the definition of a Housing Development Project or a Streamlined Housing Development Project as defined in Chapter 17.02.~~

(Ord. 443 § 2(part), 2000).

(Ord. No. 564, § 2, 10-3-11; Ord. No. 626, § 6, 5-17-18; Ord. No. 653 , § 18, 10-15-20)

17.16.030 Conditional uses.

A. Allowable Conditional Uses. The following conditional uses, not otherwise permitted per Section 17.16.020(A), may be allowed in the Southwest Bayshore district, upon the granting of a use permit pursuant to Chapter 17.40 of this title and if conducted in accordance with the performance standards set forth in Section 17.16.050 of this chapter:

1. Commercial recreation/commercial gym and health facilities;
2. Contractor's yards;
3. Convalescent homes;
4. Cultural facilities;
5. ~~Duplex dwelling units;~~
- ~~6. Educational facilities;~~
- ~~76. Emergency shelters with more than twelve (12) beds;~~
- ~~87. Financial institutions;~~
- ~~98. Food production;~~
- ~~9. 10. Group care homes;~~
- ~~10. 11. Hotels;~~
- ~~11. 12. Large family day care homes;~~
- ~~13. Light fabrication;~~
- ~~12. 14. Live/work developments;~~
- ~~13. 15. Media studios;~~
- ~~16. 14. Medical facilities;~~
- ~~17. 15. Meeting halls;~~
- ~~1816. Mobilehome parks in compliance with Section 17.32.110;~~
- ~~17. 19. Motels;~~
- ~~18. 20. Multiple family dwellings and dwelling groups;~~
- ~~21. Offices;~~
- ~~19. 22. Outdoor sales and rental;~~
- ~~23. 20. Personal services;~~
- ~~24. 21. Places of worship;~~

- ~~25.~~ ~~22.~~ Printing;
- ~~26~~~~23.~~ Product showrooms;
- ~~27~~~~24.~~ Research and development, where the planning director determines, as a result of a risk analysis performed in accordance with Policy No. 166.1 of the general plan, that the use of hazardous materials will not constitute a major component of the research and development activities to be conducted on the site. Research and development involving cannabis is additionally subject to the requirements in Chapter 17.33;
- ~~25.~~ ~~28.~~ Restaurants;
- ~~26.~~ ~~29.~~ Retail sales and rental;
- ~~27~~~~30.~~ Single-family dwellings and single-family dwellings with accessory dwelling units in compliance with the provisions of Chapter 17.43 of this Title;
- ~~31~~~~28.~~ Storage;
- ~~32.~~ ~~29.~~ Veterinary clinics;
- ~~33.~~ ~~30.~~ Warehousing;
- ~~34~~~~31.~~ Single-room occupancy units.

- B. Mixed Uses. ~~AFor a mixed use project that does not meet the definition of a Housing Development Project or Streamlined Housing Development Project, as defined in Chapter 17.02, a~~ combination of any residential and nonresidential uses listed in subsection A of this ~~section~~Section 17.16.030, or in Section 17.16.020, may be allowed as a mixed use within the same structure or upon the same site when specifically authorized by the use permit granted for each individual conditional use and upon such additional conditions as the approving authority may deem necessary or appropriate to insure the compatibility of such mixed uses.
- C. Night Operations. Night operations associated with the conduct of any uses listed in subsection A of this section (except residential uses) shall require a use permit when subject to the provisions of Section 17.16.070 of this chapter.

(Ord. 443 § 2(part), 2000).

(Ord. No. 564, § 2, 10-3-11; Ord. No. 622, § 3, 11-16-17; Ord. No. 617, § 13, 9-7-17; Ord. No. 626, § 6, 5-17-18)

17.16.040 Development regulations.

Development regulations in the Southwest Bayshore district are as follows:

- A. Lot Area. The minimum area of any lot shall be seven thousand five hundred (7,500) feet.
- B. Density of Development. The minimum lot area for each dwelling unit on a site shall be as follows:
1. Single-family dwellings: Seven thousand five hundred (7,500) square feet;
 2. Duplex dwellings: Three thousand seven hundred fifty (3,750) square feet;
 3. Multiple-family dwellings and dwelling groups: One thousand five hundred (1,500) square feet;
 4. Mixed use or live/work development: Dwelling unit density shall be determined by the use permit.
- C. Lot Dimensions. The minimum dimensions of any lot shall be as follows:

Width	Depth
-------	-------

50 feet	No requirement
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- D. Setbacks. The minimum required setbacks for any lot, except as provided in Section 17.32.070, shall be as follows:
1. Front setback:
 - a. Residential/Mixed Use: Ten (10) feet;
 - b. Commercial Uses: Twenty-five (25) feet for commercial uses;
 - c. Exception: The setbacks may be reduced to zero (0) where development includes dedication to public right-of-way for a frontage access road and sidewalk, to the satisfaction of the city engineer and fire department.
 2. Side setback:
 - a. Residential/Mixed Use: Five (5) feet;
 - b. Commercial Uses: Fifteen (15) feet;
 - c. Exception: The planning commission may approve exceptions to the side setback regulations for commercial uses through the granting of a use permit.
 3. Rear setback: Ten (10) feet.
- E. Lot Coverage. The maximum coverage by all structures on any lot shall be seventy percent (70%).
- F. Height of Structures. The maximum height of any structure, except as provided in Section 17.32.060, shall be thirty-five (35) feet.
- G. Fencing Requirements. If the site is next to a residential district, a wood fence of not less than eight (8) feet in height that adequately screens the site from the adjacent residential district shall be installed along the property line abutting the residential district. The planning director may approve deviations from the material and height requirements set forth in the preceding sentence, based upon a finding that the modified fence is more appropriate for the site and the adjacent residential district.
- H. Open Space. Usable open space shall be provided for residential uses of at least sixty (60) square feet per unit. Such open space shall not be less than five (5) feet in any dimension and may be provided as individual patios or decks, or as common patio or garden area, or any combination thereof.
- Notwithstanding that an attached or detached accessory dwelling unit greater than eight hundred (800) square feet is added to an existing residential use, there shall be no reduction in the amount of required usable open space for the other residential use. If an existing residential use has open space that does not conform to the sixty (60) square feet per unit requirement, the addition of an attached or detached accessory dwelling unit greater than eight hundred (800) square feet to that use shall not further reduce the amount of open space. The addition of an attached or detached accessory dwelling unit that is eight hundred (800) feet or less may result in a loss of the required usable open space for the other residential uses, including the loss of non-conforming open space.
- I. Landscaping Requirements.
1. Not less than ten percent (10%) of the lot area shall be improved with landscaping. The addition of an attached or detached accessory dwelling unit greater than eight hundred (800) square feet shall not result in a loss of the required landscape area. The addition of an attached or detached accessory dwelling unit that is eight hundred (800) square feet or less may result in a loss of the required landscape area.
 2. Plant materials shall be drought resistant and non-invasive as required by the planning director.

3. Landscaping required under this section, including replacement landscaping, shall be installed according to detailed plans approved by the planning director. The landscape plans shall be consistent with the following objectives:
 - a. Use of plants that are not invasive;
 - b. Use of water conserving plants; and
 - c. Use of plants and other landscape features that are appropriate to the context.
4. Irrigated Landscapes. New and rehabilitated, irrigated landscapes are subject to the water conservation in landscaping ordinance (refer to Chapter 15.70) or the latest state provisions, whichever is more effective in conserving water.

~~H.J.~~ Screening Requirements.

1. Outside storage of pallets or containers used for transportation and delivery of items related to the uses conducted on the site shall not be located in any required setback from a street and shall be screened from off-site view to the extent it is reasonable to do so.
2. The off-site visibility of exterior equipment such as heating and ventilation units, above-ground storage tanks, compactors and compressors, shall be mitigated through such measures as may be reasonable under the circumstances, including, but not limited to, the installation of screening, fencing, painting, or landscaping, or any combination of the foregoing.
3. The screening requirements set forth in subsections H.1. and H.2. of this section are not intended to be exclusive and the approving authority may require, as a condition of the use permit, such other and additional screening measures as it deems necessary or appropriate to mitigate any potential adverse visual and audible impacts created by the intended use.

~~I.~~ ~~K.~~ Refuse and Recycling Area Requirements.

- ~~1. Adequate, accessible and convenient areas for depositing, collecting and loading recyclable materials in receptacles shall be provided. The area shall be located and fully enclosed so~~
1. So as to adequately protect neighboring uses from adverse impacts such as noise, odor, vectors, wind-blown litter or glare-, areas for depositing, collecting and loading refuse and recyclable materials shall be provided and fully enclosed within an enclosure a minimum of six feet tall. All receptacles for collection and recycling shall be completely screened from view at street level. All enclosures and gates should be detailed to withstand heavy use. Wheel stops or curbs shall be provided to prevent dumpsters from banging into walls of enclosure The area shall be designed to prevent storm water run-on to the area and runoff from the area, and roofs shall be designed to drain away from neighboring properties. Lighting shall be provided at enclosures for nighttime security and use. Lights shall be full cutoff luminaires, as certified by the manufacturer, with the light source directed downward and away from adjacent residences. A sign clearly identifying all recycling and solid waste collection and loading areas and the materials accepted therein shall be posted adjacent to all points of direct access to the area.
2. This requirement shall apply to all new commercial or institutional buildings, residential buildings having five (5) or more living units, and city facilities (including buildings, structures, and outdoor recreation areas owned by the city) where solid waste is collected and loaded. This requirement shall also apply to any existing development for which building permit applications are submitted within a twelve-month period collectively adding thirty percent (30%) or more to the existing floor area of the development project. For existing developments occupied by multiple tenants, this requirement shall apply to building permit applications submitted by any tenant within a twelve-month period collectively adding thirty percent (30%) or more to the existing floor area of that portion of the development which said tenant leases. Such recycling areas shall, at a minimum, be sufficient in capacity, number, and distribution to serve that portion of the development project which said tenant leases.

JL. Emergency Shelters. Development standards for emergency shelters shall be the same as for residential development in the district, except density of development regulations, and emergency shelters that meet the following requirements are exempt from the requirement of a design permit and use permit:

1. No emergency shelter shall be allowed to be located within three hundred (300) feet of another emergency shelter.
2. The required setbacks for new development shall be:
 - a. Front setback: Ten (10) feet; except that the front setback may be reduced to zero (0) where development includes dedication to public right-of-way for a frontage access road and sidewalk, to the satisfaction of the city engineer and fire department.
 - b. Side setback: Five (5) feet; except that the planning commission may approve exceptions to the side setback regulations through the granting of a use permit.
 - c. Rear setback: Ten (10) feet.
3. A maximum of twelve (12) persons (twelve (12) beds) to be served nightly.
4. Each resident shall be provided personal living space.
5. Bathrooms and bathing facilities shall be provided, adequate for the number of residents.
6. Laundry facilities or services shall be provided on site, adequate for the number of residents.
7. The length of stay for individual clients shall not exceed six (6) months, or as allowed by state law.
8. Staff and services shall be provided to assist residents to obtain permanent shelter and income.
9. For security, the facility shall provide outdoor lighting of common areas, entries, parking areas, pathways, in compliance with Section 17.16.050.E.
10. For security, the shelter shall be adequately staffed twenty-four (24) hours a day, seven (7) days a week.
11. Parking shall be as specified in Chapter 17.34.
12. Outdoor activities, such as recreation, eating, and staging for drop-off, intake, and pick-up, may be conducted at the facility, between the hours of five (5:00) a.m. and ten (10:00) p.m. A night operations use permit is required for outdoor activities between the hours of ten (10:00) p.m. and five (5:00) a.m., as provided for in Section 17.16.070.
13. The facility may provide the following:
 - a. Kitchen facilities;
 - b. Dining area;
 - c. Recreation room;
 - d. Training and counseling support services;
 - e. Child care facilities;
 - f. Other facilities or services that are accessory to an emergency shelter.
14. Prior to commencing operation, the emergency shelter provider must have a written management plan, which shall be provided to the planning director. The management plan must include provisions for staff training, resident identification process, neighborhood outreach, policies regarding pets, the timing and placement of outdoor activities, provisions for residents' meals (including special dietary needs), medical care, mental health care, dental care, temporary

storage of residents' personal belongings, safety and security, provisions in case of area-wide emergencies, screening of residents to ensure compatibility with services provided at the facility, plans to help secure other provisions for those who may not be part of the shelter's target population, computer access for residents, and training, counseling and social service programs for residents, as applicable.

~~KM.~~

Mobile Home Parks.

1. Mobile home parks in the SCRO-1 district shall be subject to the development and parking standards established in Chapter 17.11 of this Title.
2. Conversion, closure, or cessation of a mobile home park in the SCRO-1 district shall be subject to the procedures established in Section 17.11.090 of this Title.

(Ord. 443 § 2(part), 2000).

(Ord. No. 548, § 6, 11-1-10; Ord. No. 556, § 15, 2-22-11; Ord. No. 564, § 2, 10-3-11; Ord. No. 607, § 7, 4-7-16; Ord. No. 630, § 3, 12-6-18; Ord. No. 653, § 19, 10-15-20)

17.16.050 Performance standards.

All uses in the Southwest Bayshore district shall be conducted in accordance with the following performance standards:

- A. All routine aspects of the day-to-day operations of a business, including the storage of materials and products, shall be conducted entirely within an enclosed structure, with the exception of the following:
 1. Outdoor activities specifically authorized by the use permit;
 2. Parking of operable vehicles related to the authorized uses conducted on the site;
 3. Shipments and deliveries incidental to the conduct of the primary use on the site.
 4. Emergency shelter outdoor activities as set forth in Section 17.16.040(~~JL~~)(12).
- B. The site shall be kept free of trash and debris ~~and all receptacles for collection and recycling shall be completely screened from view at street level.~~
- C. Sound insulation housing or baffles, or other reasonable measures, shall be installed in conjunction with heating and ventilating equipment or other machinery when necessary to effectively mitigate sound emissions distinctly detectable from any off-site location.
- D. Odors from any use shall not be generally or distinctly detectable from any off-site location.
- E. Lighting shall be designed to avoid excessive glare as viewed from offsite locations and in compliance with the California Green Building Standards Code. Lighting shall also be stationary, shielded or otherwise directed away from direct view of the light source as viewed from adjacent properties and public rights of way, and of intensity compatible with the neighborhood.
- F. Site development shall minimize disturbance of existing natural slopes to the extent feasible, maintain public view corridors of the San Francisco Bay and San Bruno Mountain, minimize rooftop glare, and screen exterior mechanical equipment.

(Ord. 443 § 2(part), 2000).

(Ord. No. 556, § 16, 2-22-11; Ord. No. 564, § 2, 10-3-11)

17.16.060 Special findings.

In addition to the findings required for approval of a use permit as set forth in Section 17.40.060, no use permit shall be granted for any conditional use in the Southwest Bayshore district unless the approving authority also makes such of the following findings as may be applicable to the application:

- A. Adequate measures have been taken to protect workers and residents from the twenty-four (24) hour noise generated by traffic on Bayshore Boulevard.
- ~~B. The design for projects with residential uses has incorporated measures to buffer the units from potential adverse impacts from nearby and adjacent non-residential uses.~~
- ~~C. The design for projects with residential uses includes outdoor areas, such as courts, yards or decks, securely separated from the street.~~
- ~~B.~~
- ~~D.~~ The improvements have been designed in a manner that will make adequate provision for on-site parking and traffic circulation and safe ingress to and egress from the site.
- ~~E.C.~~ The improvements have been designed to be compatible with the topography and soils of the hillside.

(Ord. 443 § 2(part), 2000).

(Ord. No. 564, § 2, 10-3-11)

17.16.070 Night operations.

- A. Definitions. For the purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them as set forth below:
 - 1. "Existing business" means a business or other use that is legally operating within the Southwest Bayshore district as of February 9, 2000, in accordance with all zoning regulations applicable thereto, and pursuant to a business license duly issued by the city.
 - 2. "Night operations" means any activity conducted between the hours of ten (10:00) p.m. and five (5:00) a.m. of the following day.
- B. Requirement for Use Permit to Conduct Night Operations. Except as otherwise provided in subsection C of this section, no business or other use, with the exception of residential uses, shall engage in the conduct of night operations at any location within the Southwest Bayshore district unless a use permit for such night operations has been granted pursuant to this chapter. The requirement for a use permit is applicable only to the commercial component of the project.
- C. Continuation of Night Operations by Existing Businesses. An existing business which has lawfully been conducting night operations prior to February 9, 2000, may continue to conduct such night operations on the same site and shall be exempted from the requirement to obtain a use permit pursuant to this section. This exemption shall not apply to any relocation of the night operations to a different site, nor may the exemption be assigned or transferred by the existing business to a different business establishment or use, whether conducted on the same site or elsewhere.
- D. Approving Authority. Applications for a use permit to conduct night operations shall be acted upon by the planning commission and shall be governed by the provisions of Chapter 17.40 of this title, as supplemented by this section.

- E. Findings for Use Permit Approval. In addition to the findings required for approval of a use permit, as set forth in Section 17.40.060 and elsewhere in this section, no use permit shall be granted for the conduct of night operations in the Southwest Bayshore district unless the planning commission also finds and determines that the night operations conducted by the applicant will not create noise, glare or other effects that are likely to create a sleep disturbance for the occupants of neighboring residential properties.
- F. Use Permit Conditions. Without limiting the authority of the planning commission to impose conditions on the granting of a use permit pursuant to Section 17.40.070, a use permit authorizing the conduct of night operations in the Southwest Bayshore district may contain limitations on the days and hours of operation, restrictions on the nightly volume of vehicle trips, restrictions on the type of vehicles or equipment that may be operated at night, requirements for special devices and measures for abatement of noise and glare, and requirements for mitigation monitoring and periodic mandatory review. The planning commission shall have continuing jurisdiction over every use permit issued pursuant to this section and may at any time, if the original findings required for issuance of the use permit can no longer be made, modify or amend any of the use permit conditions, or impose new and additional conditions, or revoke the use permit.

(Ord. 443 § 2(part), 2000).

(Ord. No. 564, § 2, 10-3-11)

17.16.080 Parking.

Off-street parking facilities shall be provided for each use on the site in accordance with the requirements set forth in Chapter 17.34 of this title.

(Ord. 443 § 2(part), 2000).

(Ord. No. 564, § 2, 10-3-11)

17.16.090 Signs.

Signs allowed in the Southwest Bayshore district are as specified in Chapter 17.36 of this title.

(Ord. 443 § 2(part), 2000).

(Ord. No. 564, § 2, 10-3-11)

17.16.100 ~~Design-review~~Permits.

A. Housing Development Permits. Housing Development Projects and Streamlined Housing Development Projects are subject to the findings in Section 17.45.040 and the objective design standards in Section 17.45.030.

B. The construction of any principal structure in the Southwest Bayshore district, except a single-family or duplex dwelling or emergency shelter as set forth in Section 17.16.040, ~~J~~ or a Housing Development Project or Streamlined Housing Development Project, as defined in Chapter 17.02 and permitted by Chapter 17.45, shall be subject to the granting of a design permit in accordance with the provisions of Chapter 17.42 of this title and any applicable design guidelines adopted by the city.

(Ord. 443 § 2(part), 2000).

(Ord. No. 564, § 2, 10-3-11)

17.16.110 Visual impact analysis.

All projects, including single-family and duplex dwellings, but excluding emergency shelters as set forth in Section 17.16.040(~~J~~,L) and Housing Development Projects and Streamlined Housing Development Projects as

defined in Chapter 17.02, shall submit a visual impact analysis, in accordance with guidelines approved by the planning commission, to address the following design issues: relationship to steep slopes; public view corridors; view of San Francisco Bay and San Bruno Mountain; material and lighting, especially as pertains to light and glare; treatment of roofs and the screening of mechanical equipment.

(Ord. 443 § 2(part), 2000).

(Ord. No. 564, § 2, 10-3-11)

Chapter 17.42 DESIGN PERMITS

Sections:

17.42.010 ~~Requirement for design permit~~Applicability.

- A. Except as otherwise provided in subsection B of this section, a design permit shall be required for the construction of any new principal structure or the substantial modification of an existing principal structure for which no design permit has previously been issued. As used herein, the term "substantial modification" means an alteration or expansion of the exterior and/or interior of the structure to the extent of significantly modifying its basic design, elevations, size, appearance, or relationship to adjacent properties or structures, as determined by the planning director.
- B. No design permit shall be required for the construction or substantial modification of any single-family dwelling, ~~secondary accessory~~ dwelling unit, junior accessory dwelling unit, duplex, or accessory structure, unless part of a dwelling group totaling three (3) or more units or part of a mixed use development, or a design permit for such structure has been required as a condition of a development approval granted by the city. No design permit shall be required for the construction or substantial modification of an emergency shelter of twelve (12) beds or less, as set forth in Section 17.16.040(J).
- C. No design permit shall be required for housing development projects or streamlined housing development projects, as defined in Chapter 17.02; provided, however, housing development projects and streamlined housing development projects are subject to the housing development permit requirements set forth in Chapter 17.45.

(Ord. 449 § 1(part), 2000).

(Ord. No. 564, § 3, 10-3-11)

17.42.020 Application for design permit.

- A. Contents of Application. Application for a design permit shall be filed with the planning director on such form as the planning director shall prescribe. The application shall be accompanied by legible and reproducible sets of completely dimensioned, scaled site development and architectural plans, with bar scales, showing such of the following items as the planning director deems appropriate in order to evaluate and process the application:
 - 1. Existing and/or proposed structures with floor plans (with the use of each room/space labeled), roof plans, and elevations of all sides of the existing and/or proposed structures, identifying colors and materials as appropriate, indicating the height from natural and/or finish grade on each elevation of the tallest points of the structure (cross-sections may also be required based upon the complexity of the design), and including UBC type of construction;
 - ~~2. For covered projects as defined by Section 15.80.030, green building documentation per Section 15.80.060(A) sufficient to be approved per Section 15.80.060(C).~~
 - ~~32.~~ Accurately dimensioned property lines, setbacks, structures on adjacent properties (and their uses), streets, easements, existing and proposed utilities, and building coverage and lot area calculations;
 - ~~43.~~ Location of existing trees by size (circumference measured twenty-four (24) inches above grade) and type, indicating those proposed for removal;

- ~~54.~~ Conceptual landscaping plans showing species, common name, size and number of plantings, with description of proposed plantings (height at maturity, time to maturity, color, drought/wind/salt tolerance, and deciduousness), calculation of the total square footage of proposed irrigated landscaped area and explanation of proposed method of irrigation;
- ~~65.~~ Existing and proposed parking facilities, including the dimensions of parking spaces, number and location of spaces designated as compact or handicapped spaces, and a calculation of the number of parking spaces required by this title or any other applicable regulations;
- ~~76.~~ Paving details, improved street width (curb-to-curb), sidewalks, and driveway cuts;
- ~~87.~~ Existing and proposed topography of the property (at five (5) foot intervals), clearly indicating any proposed grading and filling and the amounts in cubic yards of proposed excavation, fill and removal from the site. If requested by the planning director, a soils report and/or geotechnical study shall also be furnished;
- ~~98.~~ Drainage details, exterior lighting, trash enclosures, signs, fences and method of screening exterior mechanical equipment (including rooftop air-conditioning units, transformers and public utilities);
- ~~109.~~ Material and color samples and colored rendering of the project;
- ~~1110.~~ Photographs of the Site. Photomontages of the proposal may also be required dependent upon the visual significance of the proposal.

B. **Application Fee.** The application shall be accompanied by the payment of a processing fee in such amount as established from time to time by resolution of the city council. In addition to the processing fee, the applicant shall also deposit such amounts as the planning director may require from time to time to cover the cost of any environmental investigations or reports, ~~geotechnie~~geotechnical and engineering reports, review of green building documentation, and such other investigations and reports that may be required by the city in connection with the processing of the application.

C. **Newly Constructed Condominiums.** In addition to the information listed in this section, an application for a design permit for newly constructed condominiums, as defined in BMC 17.30.020(A), shall also include the materials ~~stipulated~~set forth in Section 17.30.040.

(Ord. 524 § 4, 2007; Ord. 449 § 1(part), 2000).

(Ord. No. 564, § 3, 10-3-11; Ord. No. 612, § 19, 12-8-16)

17.42.030 Public hearing by planning commission—Notice.

The planning commission shall conduct a public hearing on the application for a design permit. Notice of such hearing shall be given as set forth in Chapter 17.54.

(Ord. 449 § 1(part), 2000).

(Ord. No. 564, § 3, 10-3-11; Ord. No. 612, § 20, 12-8-16)

17.42.040 Findings required for issuance of design permit.

The planning commission may grant a design permit as applied for or in modified form if, on the basis of the application and the evidence submitted, the commission finds and determines ~~that the proposed development is consistent with the general plan and any applicable specific plan and the commission also makes such of the~~ following findings as may be applicable to the proposed development:

~~AA.~~ The proposed development is consistent with the General Plan and any applicable specific plan.

- ~~B.~~ The proposal's scale, form and proportion, are harmonious, and the materials and colors used complement the project.
- ~~BC.~~ The orientation and location of buildings, structures, open spaces and other features integrate well with each other and maintain a compatible relationship to adjacent development.
- ~~CD.~~ Proposed buildings and structures are designed and located to mitigate potential impacts to adjacent land uses.
- ~~DE.~~ The project design takes advantage of natural heating and cooling opportunities through building placement, landscaping and building design to the extent practicable, given site constraints, to promote sustainable development and to address long term affordability.
- ~~EE.~~ For hillside development, the proposal respects the topography of the site and is designed to minimize its visual impact. Significant public views of San Francisco Bay, the Brisbane Lagoon and San Bruno Mountain State and County Park are preserved.
- ~~FG.~~ The site plan minimizes the effects of traffic on abutting streets through careful layout of the site with respect to location, dimensions of vehicular and pedestrian entrances and exit drives, and through the provision of adequate off-street parking. There is an adequate circulation pattern within the boundaries of the development. Parking facilities are adequately surfaced, landscaped and lit.
- ~~GH.~~ The proposal encourages alternatives to travel by automobile where appropriate, through the provision of facilities for pedestrians and bicycles, public transit stops and access to other means of transportation.
- ~~HJ.~~ The site provides open areas and landscaping to complement the buildings and structures. Landscaping is also used to separate and screen service and storage areas, break up expanses of paved area and define areas for usability and privacy. Landscaping is generally water conserving and is appropriate to the location. Attention is given to habitat protection and wildland fire hazard as appropriate.
- ~~IJ.~~ The proposal takes reasonable measures to protect against external and internal noise.
- ~~JK.~~ Consideration has been given to avoiding off-site glare from lighting and reflective building materials.
- ~~KL.~~ Attention is given to the screening of utility structures, mechanical equipment, trash containers and rooftop equipment.
- ~~LM.~~ Signage is appropriate in location, scale, type and color, and is effective in enhancing the design concept of the site.
- ~~MN.~~ Provisions have been made to meet the needs of employees for outdoor space.

(Ord. 449 § 1(part), 2000).

(Ord. No. 556, § 27, 2-22-11; Ord. No. 564, § 3, 10-3-11)

17.42.045 Special findings.

- A. The planning commission may deny a design permit for a proposed housing development project, or approve it upon the condition that the project be developed at a lower density, even though the project complies with applicable general plan and zoning standards and design review criteria in effect at the time the application is determined to be complete, subject to both of the following findings, supported by substantial evidence in the record:
 - 1. The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density.
 - 2. There is no feasible method to satisfactorily mitigate or avoid the adverse impact, other than through disapproval or approval upon the condition that the project be developed at a lower density.
- B. In addition to the findings above, the planning commission may deny a design permit for a proposed housing development project for very low, low-, or moderate-income households or condition approval in a manner that renders development of such a project infeasible, subject to at least one of the following findings, supported by substantial evidence in the record:
 - 1. The city has met or exceeded its share of the regional housing need allocation for the planning period for each of the income categories proposed for the housing development project as identified in the housing element.
 - 2. The development project as proposed would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.
 - 3. The denial of the project or imposition of conditions is required in order to comply with specific state or federal law, and there is no feasible method to comply without rendering the development unaffordable to low- and moderate-income households.
 - 4. The development project is proposed on land which does not have adequate water or wastewater facilities to serve the project.
 - 5. The development project is inconsistent with both the zoning ordinance and general plan land use designation as of the date the application was deemed complete, and the project is not proposed for a site that is identified as suitable for very low, low-, or moderate-income households in the housing element and is inconsistent with the density specified in the housing element.
- C. As used in this section, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as of the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation shall not constitute a specific, adverse impact upon the public health or safety.
- D. Any disapproval or conditional approval of a design permit for a proposed housing development project for very low, low-, or moderate-income households shall not discriminate on the basis of any of the reasons prohibited by California Government Code Section 65008.

(Ord. No. 564, § 3, 10-3-11)

17.42.050 Action by planning commission.

- A. The planning commission may either grant or deny the application for design permit and may grant the permit subject to such conditions as the planning commission deems necessary or appropriate in order to make the findings prescribed by Section 17.42.040.
- B. The design permit shall become effective upon the expiration of fifteen (15) days following the date on which the design permit was granted by the planning commission, unless an appeal has been taken to the city council pursuant to Chapter 17.52 of this title.

(Ord. 449 § 1(part), 2000).

(Ord. No. 564, § 3, 10-3-11)

17.42.060 Expiration of design permit—Extensions.

- A. A design permit granted pursuant to this chapter shall expire twenty-four (24) months from the date on which such permit became effective, unless prior to such expiration date a building permit for the structure which is the subject of the permit is issued and construction is commenced.
- B. A design permit may be extended by the planning commission for a period or periods of time not exceeding thirty-six (36) months. The application for extension shall be filed prior to the expiration date of the permit and shall be accompanied by payment of a processing fee in such amount as established from time to time by resolution of the city council. A public hearing shall be conducted on the application for extension and notice thereof shall be given in the same manner as prescribed in Section 17.42.030 of this chapter. Extension of a design permit is not a matter of right and the approving authority may deny the application or grant the same subject to conditions.

(Ord. 449 § 1(part), 2000).

(Ord. No. 564, § 3, 10-3-11)

17.42.070 Amendment of design permit—Minor modifications.

- A. Amendments or modifications to a design permit shall require approval by the planning commission, except that the zoning administrator shall have authority to approve the following matters:
 - 1. Any items which, under the terms of the design permit, have been delegated to the zoning administrator for approval, either as a condition for issuance of the permit or at any time thereafter;
 - 2. Minor changes during the course of construction which do not materially affect the use, nature, appearance, quality or character of the project.
- B. The application requirements, public hearing procedures and findings required for amendments or modifications to a design permit shall be as prescribed in Sections 17.42.020, 17.42.030 and 17.42.040 of this chapter.

(Ord. 449 § 1(part), 2000).

(Ord. No. 564, § 3, 10-3-11)

17.42.080 Appeals to city council.

Any determination or decision by the planning commission under this chapter may be appealed to the city council in accordance with the procedure set forth in Chapter 17.52 of this title.

(Ord. 449 § 1(part), 2000).

(Ord. No. 564, § 3, 10-3-11)

Chapter 17.45 Housing Development Permits.

17.45.010 Applicability.

- A. Except as otherwise provided in subsection B of this section, a housing development permit shall be required for the construction of any new principal structure that meets the definition of a Housing Development Project or a Streamlined Housing Development Project, as defined in Chapter 17.02.
- B. No housing development permit shall be required for the construction or substantial modification of a single-family dwelling, accessory dwelling unit, or junior accessory dwelling unit, unless part of a dwelling group totaling three (3) or more units. No housing development permit shall be required for the construction or substantial modification of a duplex, unless the duplex is located in the R-3 Zoning District.
- C. The Community Development Director shall determine applicability of this Section within 30 days of submittal of a complete housing development permit application.

17.45.020 Application.

- A. Contents of Application. Applications for a housing development permit shall be filed with the planning director on such form as the planning director shall prescribe. The application shall be accompanied by legible and reproducible sets of completely dimensioned, scaled site development and architectural plans, with bar scales, showing such of the following items as the planning director deems appropriate in order to evaluate and process the application:
 - 1. Existing and/or proposed structures with floor plans (with the use of each room/space labeled), roof plans, and elevations of all sides of the existing and/or proposed structures, identifying colors and materials as appropriate, indicating the height from natural and/or finish grade on each elevation of the tallest points of the structure (cross-sections may also be required based upon the complexity of the design), and including UBC type of construction;
 - 2. Accurately dimensioned property lines, setbacks, structures on adjacent properties (and their uses), streets, easements, existing and proposed utilities, and building coverage and lot area calculations;
 - 3. Location of existing trees by size (circumference measured twenty-four (24) inches above grade) and type, indicating those proposed for removal;
 - 4. Conceptual landscaping plans showing species, common name, size and number of plantings, with description of proposed plantings (height at maturity, time to maturity, color, drought/wind/salt tolerance, and deciduousness), calculation of the total square footage of proposed irrigated landscaped area and explanation of proposed method of irrigation;

5. Existing and proposed parking facilities, including the dimensions of parking spaces, number and location of spaces designated as compact or handicapped spaces, and a calculation of the number of parking spaces required by this title or any other applicable regulations;
 6. Paving details, improved street width (curb-to-curb), sidewalks, and driveway cuts;
 7. Existing and proposed topography of the property (at five (5) foot intervals), clearly indicating any proposed grading and filling and the amounts in cubic yards of proposed excavation, fill and removal from the site. If requested by the planning director, a soils report and/or geotechnical study shall also be furnished;
 8. Drainage details, exterior lighting, trash enclosures, signs, fences and method of screening exterior mechanical equipment (including rooftop air-conditioning units, transformers and public utilities);
 9. Material and color samples and colored rendering of the project;
 10. Photographs of the Site. Renderings of the proposal may also be required dependent upon site circumstances.
- B. Application Fee.** The application shall be accompanied by the payment of a processing fee in such amount as established from time to time by resolution of the city council. In addition to the processing fee, the applicant shall also deposit such amounts as the planning director may require from time to time to cover the cost of any environmental investigations or reports, geotechnical and engineering reports, review of green building documentation, and such other investigations and reports that may be required by the city in connection with the processing of the application.
- C. Newly Constructed Condominiums.** In addition to the information listed in this section, an application for a housing development permit for newly constructed condominiums, as defined in 17.30.020(A) of this Title, shall also include the materials stipulated in Section 17.30.040.
- B. Streamlined Housing Development Projects.** Applications for Streamlined Housing Development Projects shall include additional supporting documentation to demonstrate eligibility as set forth on a form prescribed by the city.

17.45.030 Objective Standards.

Housing development projects and streamlined housing development projects must be consistent with each of the objective design standards below. Supplementary Housing Development Design Guidelines may be established and may be used as a supplement to these objective standards:

A. Site design.

1. A minimum of one (1) main exterior pedestrian entrance shall be publicly visible per building. Buildings entirely located greater than 50' from front property line are excluded from this requirement if another building on that site has at least one main publicly-visible exterior pedestrian entrance.

2. At least 50% percent of any street-facing, ground-floor facade shall be parallel to the street.

B. Roof design. Rooflines shall be articulated at least every 50 feet along the street frontage. For purpose of this standard, roofline articulation can be achieved through the use of architectural elements such as parapets, varying cornices, reveals, clerestory windows, and varying roof height, roof planes, special treatment of corner elements, and/or form.

C. Materials.

1. Affordable units and market rate units in the same development shall be constructed of the same or similar exterior materials and details such that the units are not distinguishable.
2. Buildings over two stories must provide a ground floor elevation that is distinctive from the upper stories by providing a material change between the first floor and upper floors along at least 75% of the building façade with frontage upon a street, adjacent public park, or public open space.
3. Buildings shall carry the same theme on all elevations. For the purposes of this standard, a theme includes primary (non-accent) materials and colors.
4. Exterior materials and finishes shall be consistent with the proposed architectural style.
5. Exterior primary (non-accent) materials and finishes shall be durable and have a demonstrated service life of at least 30 years (e.g. a warranty period provided by its installer).
6. At least two materials shall be used on any building frontage, in addition to glazing, trim, railings, and any visible roofing or building skirt materials.
7. For buildings in the SCRO-1 District, durable and highly resistant building base materials, such as precast concrete, brick, stone masonry, and commercial grade ceramic, shall be selected to withstand pedestrian traffic.
8. Materials for roofing, buildings, and windows shall be consistent with the Community Development Department's Supplemental Housing Development Design Guidelines.

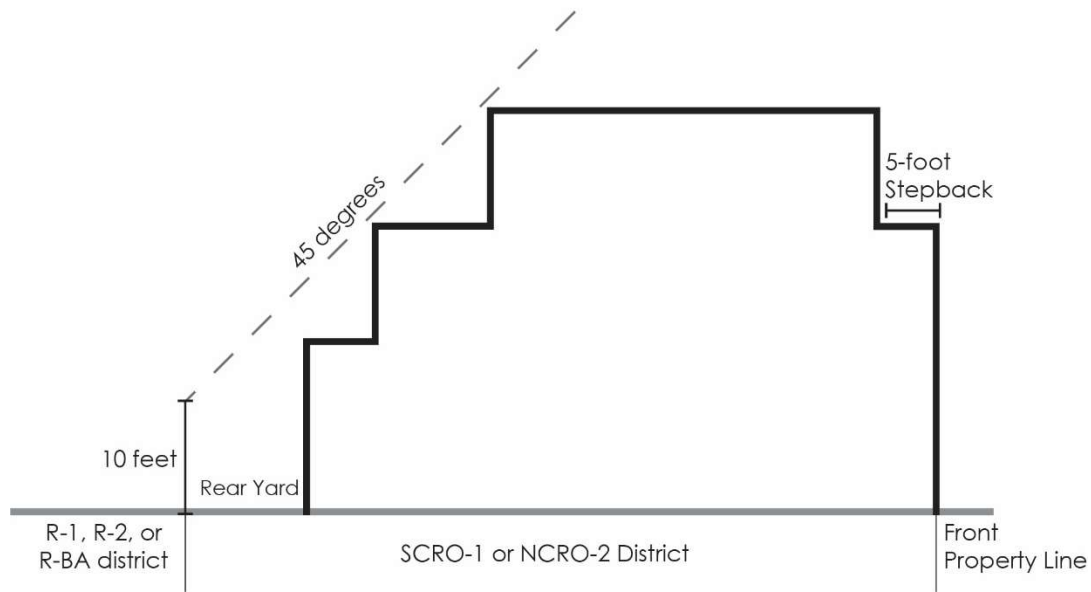
D. Window design. Window trim of at least one inch width shall be provided at all exterior window and door openings. In lieu of exterior window trim, windows may be recessed from wall plane by a minimum of three inches.

E. Stepbacks. For buildings in the SCRO-1 District:

1. **Front:** Structures shall include a 5-foot minimum front step-back for the 3rd story or any floor above 25 feet along at least 30% of the frontage, and a 10-foot minimum front step-back for the 4th story or any floor above 35 feet in height. For corner lots, the stepped back portion of the structure shall be located away from the corner, defined as the portion of the structure that faces the intersection of two public rights of way, in order to add emphasis to architectural corner elements.

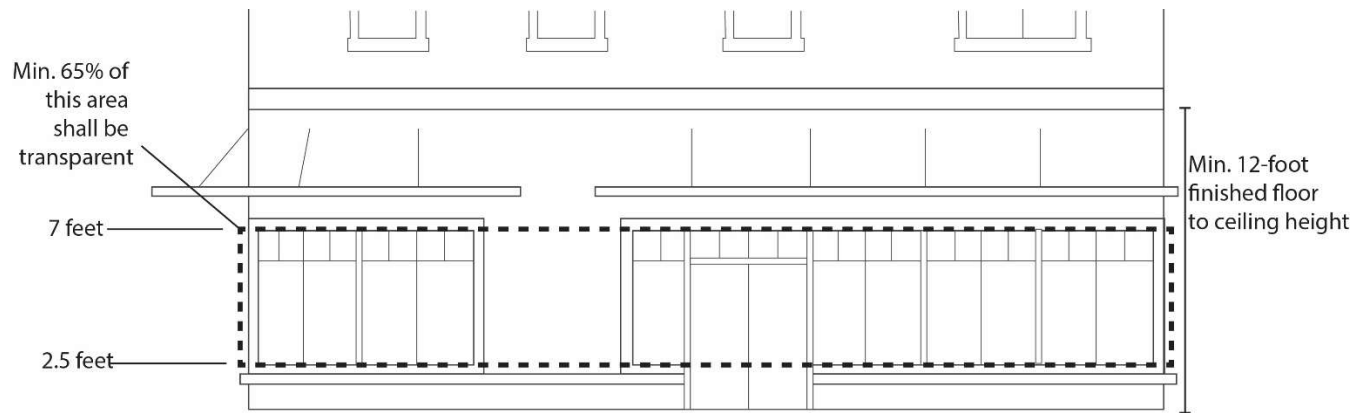
2. **Rear and interior side:** Structures shall not intercept a forty-five-degree inclined plane inward from a height of ten feet above existing grade at any rear or interior lot line adjoining an R-1, R-2, or R-BA district.

Figure 17.45.030-1 SCRO-1 Stepbacks



F. Ground Floor Requirements.

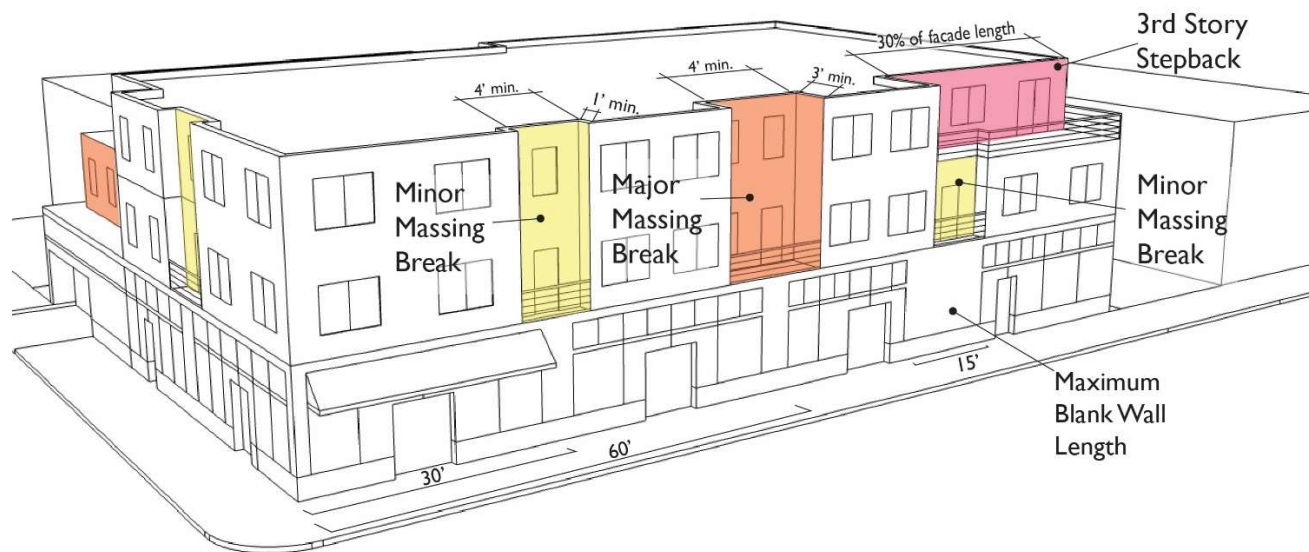
1. **Minimum Height.** Any ground floor associated with a non-residential use shall have a minimum finished floor to ceiling height of 12 feet.
2. **Ground Floor Transparency.** The ground-floor street-facing building walls of non-residential uses shall provide transparent windows or doors with views into the building for a minimum of 65 percent of the building frontage located between 2½ and 7 feet above the sidewalk. Ninety percent of the transparent windows or doors area shall remain clear to allow views into the building. The transparent area shall be maintained and not obscured. Street-facing areas used as parking structures or garage doors are exempt from this requirement, but are subject to the design requirements in subsection H(3) below.

Figure 17.45.030-2 Ground Floor Requirements**G. Massing and articulation.**

1. A minimum of one architectural feature, such as balconies, cantilevers, dormers, bay windows, patios, and individualized entries, shall be incorporated into each building.
2. Blank walls (façades without doors, windows, landscaping treatments) shall be less than 15 feet in length along sidewalks, pedestrian walks, or publicly accessible outdoor space areas.
3. **Articulation Requirements.** For purposes of this chapter, articulation shall be defined as a minimum of twelve inches of offset in plane, as defined in Section 17.02.050(A). Unless exempted, outside walls that are greater in size than twenty (20) feet in width and twenty (20) feet in height shall have a cumulative area of articulation as follows:
 - a. Front outside wall: Thirty percent (30%) articulation of total wall area.
 - b. Side outside walls:
 - i. Interior side outside wall: Where the structure is located on a lot having an average width of forty (40) feet or greater, the articulation requirement for the interior side outside wall shall be twenty percent (20%) of total wall area. No articulation shall be required for the interior side outside wall of structures located on lots having an average width of less than forty (40) feet.
 - ii. Exterior side outside wall: Where the structure is located on a lot having an average width of forty (40) feet or greater, the articulation requirement for the exterior side outside wall shall be twenty percent (20%) of total wall area. No articulation shall be required for the exterior side outside wall of structures located on lots having an average width of less than forty (40) feet.
 - c. Rear outside wall: Thirty percent (30%) articulation of total wall area.

- d. **Exemptions.** Single-story two (2) car garages and accessory structures not exceeding a floor area of one hundred twenty (120) square feet. Parking structures are exempt but subject to the articulation requirements in subsection H(3) below.
4. **Massing Breaks.** Massing breaks, as described below, shall be required for buildings with street frontage of 30 feet or greater. Ground floor non-residential uses shall be exempt from massing break requirements.
- a. **Minor.** Buildings shall have minor massing breaks at least every 30 feet along the street frontage, through the use of varying setbacks, building entries and recesses, or structural bays. Minor breaks shall be a minimum of one foot deep and four feet wide and extend the full height of the building.
- b. **Major.** Buildings shall have major massing breaks at least every 60 feet along any street frontage, adjacent public park, publicly accessible outdoor space, or designated open space, through the use of varying setbacks and/or building entries. Major breaks shall be a minimum of three feet deep and four feet wide and extend the full height of the building.

Figure 17.45.030-3 Articulation and Massing Breaks



H. Parking design and location.

1. **General Location.** Parking shall be located out of public view wherever feasible.
2. **Uncovered Parking.**
- a. **Location.** Uncovered parking lots shall be located out of public view or screened as set forth below.
- b. **Lighting.** All parking lot lights shall be full cutoff luminaires, as certified by the manufacturer, with the light source directed downward and away from adjacent residences.

c. **Screening.** Uncovered parking areas shall be screened from view from public streets and adjacent lots in the R-1, R-2, or R-BA Districts, according to the following standards:

- i. **Screening from Residential Districts.** Screening of parking lots along interior lot lines that abut an R-1, R-2, or R-BA District shall be eight feet in height. If landscaping is used as a screening material along an interior lot line, it must also be a minimum of 3 feet in width. Screening materials may consist of fencing or planting. Plant materials shall consist of compact evergreen plants that form an opaque screen. Use of chain-link or vinyl fencing for screening purposes is prohibited.
- ii. **Screening from Public Streets.** Screening of parking lots from adjacent public streets shall be three feet in height. Screening may consist of one or any combination of the methods listed below:
 - (a) **Walls.** Walls consisting of brick, stone, stucco, or other quality durable material approved by the Director, and including a decorative cap or top finish as well as edge detail at wall ends. Plain concrete blocks are not allowed as a screening wall material unless capped and finished with stucco or other material approved by the Director.
 - (b) **Fences.** An open fence of wrought iron or similar material combined with plant materials to form an opaque screen. Use of chain-link or vinyl fencing for screening purposes is prohibited.
 - (c) **Planting.** Compact evergreen plants that form an opaque screen. Such plant materials must achieve a minimum height of two feet within eighteen months after initial installation.
 - (d) **Berms.** Berms planted with grass, ground cover, or other low-growing plant materials.
 - (e) **Exception.** Screening shall not be required for uncovered tandem parking located within a driveway in the R-3 District.

3. **Covered Parking.**

- a. **Location: Parking Garages.** Parking Garages may be located in an area that is publicly visible, provided that the design standards below are met.
- b. **Design.** The following design features shall be incorporated into all covered parking structures.
 - i. Garages and carports shall be designed to include a minimum of two of the following from the main building(s): materials, detailing, roof materials, and colors.
 - ii. Carport support posts shall be a minimum of eight inches (8") square and exposed steel columns and posts are prohibited. At least one material from the primary structure shall be included in the carport design.

- iii. Parking structures or garage entrances shall not occupy more than 60% of the building width of any front elevation facing a Front Lot line in the SCRO-1 District.
- iv. Parking structure exterior walls shall not present a solid unbroken wall surface. Walls greater than 40 feet in length shall include articulation, landscaping, or textured treatments over 25% of the total wall area at minimum.
- v. Ventilation openings shall be screened, for example with decorative grille work or landscaping.
- 4. **Bicycle Parking.** Where bicycle parking is not visible from the street, directional signage shall be included at the main building entrance.

I. Accessory elements.

- 1. Perimeter fencing utilized along public streets shall be constructed of decorative iron, pre-painted welded steel, or wood material. Chain link fencing, vinyl fencing, and expanded metal panels are prohibited.
- 2. Roof top equipment shall be screened from visibility. The point of view for determining visibility shall be five feet above grade at a distance of 200 feet. If the roof structure does not provide this screening, include an equipment screen in the design.
- 3. All exterior trash, recycling, and storage utility boxes, wood service poles, electric and gas meters, fire sprinkler valves and backflow preventers and transformers shall be screened from visibility.

J. Additional objective standards within Title 17. Projects subject to this chapter must comply with all other applicable objective standards within Title 17 including, but not limited to:

- 1. Development regulations including lot area, density of development, lot dimensions, setbacks, lot coverage, height of structures, landscaping requirements, and additional screening requirements, recycling area requirements not covered in this chapter include:
 - a. Development regulations as indicated for the R-2 District in 17.08.040,
 - b. Development regulations as indicated for the R-3 District in 17.10.040,
 - c. Development regulations as indicated for the SCRO-1 District in 17.16.040
- 2. Parking standards as indicated in Section 17.34.
- 3. Signage standards as indicated in Section 17.36

17.45.040 Findings.

- A. The Zoning Administrator may approve a housing development permit subject to the following finding:

1. The project conforms to the objective design standards established in Section 17.45.045 and throughout Title 17 and conforms to the development standards of the zoning district in which the project is located.

B. Findings for denial. The Zoning Administrator may deny a housing development permit, or approve upon the condition that the project be developed at a lower density, subject to the following findings and supported by substantial evidence in the record:

1. The project does not comply with applicable objective general plan and zoning code objective standards in effect at the time the application has been determined to be deemed complete.
2. The housing development project would have a specific, adverse impact upon the public health or safety.
3. There is no feasible method to satisfactorily mitigate or avoid the adverse impact, other than through disapproval or approval upon the condition that the project be developed at a lower density.
4. **Affordable Housing.** In addition to the findings above, the Zoning Administrator may deny a housing development permit for a proposed housing development project for very low, low-, or moderate-income households or condition approval in a manner that renders development of such a project infeasible, subject to at least one of the following findings, supported by substantial evidence in the record:
 - a. The city has met or exceeded its share of the regional housing need allocation for the planning period for each of the income categories proposed for the housing development project as identified in the housing element.
 - b. The development project as proposed would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.
 - c. The denial of the project or imposition of conditions is required in order to comply with specific state or federal law, and there is no feasible method to comply without rendering the development unaffordable to low- and moderate-income households.
 - d. The development project is proposed on land which does not have adequate water or wastewater facilities to serve the project.
 - e. The development project is inconsistent with both the zoning ordinance and general plan land use designation as of the date the application was deemed complete, and the project is not proposed for a site that is identified as suitable for very low, low-, or moderate-income households in the housing element and is inconsistent with the density specified in the housing element.

- C. As used in this section, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as of the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation shall not constitute a specific, adverse impact upon the public health or safety.
- D. Any disapproval or conditional approval of a housing development permit for a proposed project for very low, low-, or moderate-income households shall not discriminate on the basis of any of the reasons prohibited by California Government Code Section 65008.

17.45.050 Action by the Zoning Administrator.

- A. The Zoning Administrator may either grant or deny the application for housing development permit subject to the required findings under Section 17.45.040, as applicable to the project type, and may grant the permit subject to such conditions as the Zoning Administrator deems necessary or appropriate.
- B. The Zoning Administrator shall provide notice of the application and publish a staff report with a recommended decision to grant or deny a housing development permit 14 days prior to a decision on a housing development permit. The notice of the application shall be given to all owners of property within three hundred (300) feet of the exterior boundaries of the subject property.
- C. If no public comments objecting to staff's analysis of an application's consistency with objective standards are received within 14 days of the date of notice of application, the Zoning Administrator shall act on the application consistent with the recommendation contained in the staff report.
- D. If public comments objecting to staff's analysis of consistency with objective standards are received, the Zoning Administrator shall hold a public meeting to review the application and consistency analysis. Notice of the meeting shall be given to all owners of property within three hundred (300) feet of the exterior boundaries of the subject property. The notices shall be mailed not less than ten (10) or more than thirty (30) days before the date of the meeting.
- E. The housing development permit shall become effective upon the expiration of ten (10) days following the date on which the housing development permit was granted by the Zoning Administrator, unless an appeal has been filed pursuant to Chapter 17.52 of this Title.
- F. Streamlined housing development projects are exempt from the notice of application requirement above, and only a notice of decision shall be given to property owners within three hundred feet of the exterior boundaries of the subject property. Streamlined housing development projects shall be subject to the approval time limits described in California Government Code §65913.4, or successor provisions.

17.45.060 Expiration of a housing development permit--Extensions.

- A. A housing development permit granted pursuant to this chapter shall expire twenty-four (24) months from the date on which such permit became effective, unless prior to such expiration date a building permit for the structure which is the subject of the permit has been issued.
- B. A housing development permit may be extended by the Zoning Administrator for a period or periods of time not exceeding thirty-six (36) months. The application for extension shall be filed prior to the expiration date of the permit and shall be accompanied by payment of a processing fee in such amount as established from time to time by resolution of the city council. Public notice thereof shall be given in the same manner as prescribed in Section 17.45.060 of this chapter. Extension of a housing development permit is not a matter of right and the Zoning Administrator may deny the application or grant the same subject to conditions. Streamlined housing development projects shall be subject to the procedures and expiration described in California Government Code §65913.4, or successor provisions.

17.45.070 Amendment of a housing development permit—Minor Modifications.

- A. Amendments or modifications to a housing development permit shall require approval by the Zoning Administrator. The application requirements, objective standards and findings required for amendments or modifications to a housing development permit shall be as prescribed in Sections 17.45.020, 17.45.030 and 17.45.040 of this chapter.
- B. Notwithstanding the above, streamlined housing development projects shall be subject to the modification standards described in California Government Code §65913.4, or successor provisions.

Chapter 17.56 ADMINISTRATION

Sections:

17.56.010 Zoning administrator—Function created.

There is created the function of zoning administrator which shall be carried out by the planning director.
(Ord. 253 § 15.1(A), 1984).

17.56.020 Zoning administrator—Powers and duties.

The zoning administrator shall have all the powers and duties of a board of zoning adjustment as set forth in Section 65900 through 65909 of Article 3 of Chapter 4 of Title 7 of the Government Code of the state.
(Ord. 253 § 15.1(B), 1984).

17.56.030 Zoning administrator—Action on applications.

- A. Except as otherwise provided in this chapter, the zoning administrator shall hear and decide the following:
1. Applications for zoning conformance;
 2. Applications for variances;
 3. Applications for minor modifications;
 4. Applications for certain sign permits, in accordance with the provisions of Chapter 17.36 of this title;
 5. Applications for administrative permits for wireless telecommunication facilities, in accordance with the provisions of Section 17.32.032 of this title;
 6. Applications for administrative permits for solar energy systems, in accordance with the provisions of Section 17.32.060(C);
 7. Applications for accessibility improvement permits, in accordance with the provisions of Sections 17.32.060(D), 17.32.070(A)(1)(f) and 17.32.080;
 8. Applications for large family day care homes, per State Health and Welfare Code Sections 1597.46(a)(3) and 1597.465; and
 9. Applications for amendments or modifications to a design permit, per Section 17.42.070.
 10. Applications for housing development permits, per Chapter 17.45.
- B. In connection with the applications provided for in this section, the zoning administrator shall have all the duties and responsibilities set forth in this title for the planning commission.
- (Ord. 508 § 3, 2005; Ord. 417 § 8, 1997; Ord. 401 § 2, 1995; Ord. 253 § 15.1(C), 1984).

(Ord. No. 564, § 4, 10-3-11)

17.56.040 Zoning administrator—Reporting decisions to planning commission.

All decisions of the zoning administrator, except decisions relating to the granting or denial of a sign permit pursuant to Chapter 17.36, shall be reported to the planning commission prior to the expiration of the appeal

period. If any member of the planning commission desires to appeal the decision it shall be considered appealed and placed on the next commission agenda.

(Ord. 401 § 3, 1995; Ord. 298 § 15.1(F), 1984).

17.56.050 Zoning administrator—Variances.

- A. The zoning administrator shall be governed by the provisions of this title in the granting of variances and shall grant the same only when making the findings required by the pertinent provisions of this title.
- B. The zoning administrator may refer any applications for a variance directly to the planning commission without holding a hearing or without making a decision thereon, and the planning commission shall then proceed to hear such applications as provided in this title.

(Ord. 417 § 9, 1997; Ord. 298 § 15.1(D), (E), 1984).

17.56.070 Zoning administrator—Variance granting.

The zoning administrator shall use the procedure and make findings required by the provisions of Chapter 17.46 prior to granting a variance.

(Ord. 298 § 15.4, 1984).

17.56.080 Zoning conformance.

Zoning conformance shall be determined in conjunction with and as a part of, building permits and shall be so indicated by the zoning administrator if it has been determined that any proposed construction is in conformity with the regulations for the district in which the construction is to be located. No building permit shall be issued until the zoning conformance portion thereof has been completed by the zoning administrator or his authorized representative.

(Ord. 298 § 15.2, 1984).

17.56.090 Minor modifications.

- A. Defined. For the purpose of this section, "minor modifications" means:
 - 1. A maximum of twenty percent (20%) reduction in lot area, building coverage and yard requirements;
 - 2. A maximum of twenty percent (20%) increase in the height limit in fence, wall and hedge requirements.
- B. Granting. The zoning administrator shall use the procedure and make the findings required by the provisions of Chapter 17.46 prior to granting a minor modification; provided, however, a public hearing shall not be required.
- C. Notices. Notice of approval of minor modifications approved by the zoning administrator shall be mailed to owners of property within seventy-five (75) feet of the exterior boundaries of the subject property. The property owners shall be informed of their right of appeal.

- D. Fees. Filing fees for minor modifications shall be as set by the city council.

(Ord. 298 § 15.5, 1984).

17.56.100 Appeals.

A. Appeals from the decision of the zoning administrator, **except decisions related to Housing Development Permits per Chapter 17.45 of this Title**, may be made to the planning commission within seven (7) days after the action of the zoning administrator. Upon receipt of an appeal, the zoning administrator shall forward the same, together with the records on the matter, to the planning commission. The secretary to the planning commission shall set the matter for hearing before the planning commission at the earliest available date and cause notice of such hearing to be given as set forth in Chapter 17.54. The planning commission shall consider the matter in the same manner as an application for a variance.

A.B. Appeals from decisions of the zoning administrator related to Housing Development Permits per Chapter 17.45 of this Title shall be made to the city council within seven (7) days after the action of the zoning administrator and shall follow the procedure set forth in Chapter 17.52.

(Ord. 298 § 15.6, 1984).

17.56.110 Variances—Effective date.

No variance granted by the zoning administrator shall have any force or effect until the applicant thereof actually receives such variance signed by the zoning administrator and designating thereon any conditions of its issuance that may have been imposed by the zoning administrator. No variance shall be issued until the time for filing an appeal from the decision of the zoning administrator has expired or, in the event of such appeal, until after a final decision has been rendered on the appeal by the planning commission, or by the city council in the event of a further appeal from the decision of the planning commission.

(Ord. 417 § 11, 1997; Ord. 298 § 15.7, 1984).



CITY COUNCIL AGENDA REPORT

Meeting Date: January 20, 2022

From: John Swiecki, Community Development Director

Subject: Objective Design and Development Standards - Draft Ordinance

Community Goal/Result

Community Building - Brisbane will honor the rich diversity of our city (residents, organizations, businesses) through community engagement and participation

Purpose

To comply with state housing law by amending the Brisbane Municipal Code (BMC) to establish objective design and development standards for housing development projects; allow multiple family dwellings in the SCRO-1 District by right; allow multiple family dwellings as part of a mixed use in the NCRO-2 Zoning District by right; establish residential density standards for the NCRO-2 Zoning District; and establish procedures and requirements for an administrative Housing Development Permit for qualifying housing development projects.

Recommendation

1. That the City Council introduce the Ordinance (Attachment 1) and waive the first reading.

Background

Due to several changes in State Law since 2017, specifically Senate Bill 35 and the Housing Accountability Act, California cities must streamline the process for reviewing certain housing development proposals. In general, State law limits the City's discretion in reviewing housing projects to verifying that they comply with objective development standards (ODDS). ODDS provide predictability to the community and developers upfront in the development process, and require no interpretation or personal judgment, as opposed to subjective standards that require interpretation and may cause different people to disagree based on personal perspectives.

If the City does not adopt ODDS, the City will have very little control over the design of new housing developments. The Planning Commission would continue to review projects under the current Design Review regulations but would not be able to deny or reduce the number of units within housing development proposals based on noncompliance with subjective Design Review findings. For certain projects submitted to the City under SB 35 streamlining, the City would be required to review the application under a ministerial process, without any discretionary review

or local guidance on design and standards. Adopting ODDS will allow the City “front-load” housing development standards and to promote high-quality design in new housing development projects in the absence of a discretionary process.

In 2019 the State made grant funds available to cities to cover the cost of compliance with these new requirements, and the City applied for and obtained grant approval. The City hired consultants Good City Co. in August 2020 for the ODDS Program. Major tasks included community outreach to understand the community’s design preferences, studies of opportunities and constraints to residential development in zoning districts with subjective development standards, and drafting updated zoning ordinance language.

Study sessions were held at the Planning Commission in February 2021 and City Council in July 2021. The Planning Commission considered the draft ordinance at its meetings of October 28 and November 16, 2021. The attached draft Ordinance (Attachment 1) was unanimously (5 ayes) recommended for Council adoption by the Commission at its November 16, 2021 meeting. The Commission’s resolution of approval, agenda reports and minutes from the October 28 and November 16 meetings are attached for Council reference (Attachment 3).

Community Outreach

As described in attached Planning Commission staff reports, the City and consultant team conducted an extensive community engagement program throughout 2021 which included:

- Visual Preference Survey: January 2021
- Introductory Community Workshop: April 6, 2021
- Objective Standards Photo Survey: July-August 2021
- Pop-up Open House at the Farmers Market: August 12, 2021
- Pop-up Open House at the Brisbane Library: August 16-31, 2021
- A [virtual walking tour](#) of objective standards and design elements in neighboring Peninsula cities, video and maps released July 1, 2021

Through these outreach activities, the community indicated support for upper-level step-backs, articulation, usable outdoor space along street, variation of material, color, and texture, and generous storefront glazing. The Draft Ordinance has incorporated community outreach results into the objective standards, to ultimately create housing projects designed around community preference.

Discussion

The draft ordinance would:

- establish objective design and development standards for housing development projects;
- establish procedures and requirements for an administrative Housing Development Permit for qualifying housing development projects.

- allow multiple family dwellings in the SCRO-1 District by right; allow multiple family dwellings as part of a mixed use in the NCRO-2 Zoning District by right;
- and establish residential density requirements for the NCRO-2 Zoning District.

Below is a brief summary of the proposed amendments. Further description is included in the Planning Commission staff reports included in Attachment 3.

Establishment of Objective Design and Development Standards

The draft ordinance includes new provisions (Section 17.45.030 of the Draft Ordinance in Attachment A) related to objective design and development standards that housing development projects are required to meet. These include:

- Massing and Articulation. Requires recesses and projections in the front, street side, and rear building facades that add visual interest to the building design.
- Stepbacks. Requires increased setbacks for the upper stories of buildings, thereby requiring them to “step back” and decrease the perceived height of a building from a pedestrian’s vantage point.
- Ground Floor Requirements. Includes transparency requirements and a minimum height for non-residential ground floor uses to create an active pedestrian environment in mixed use districts.
- Materials. General regulations for building materials are included, such as requiring a change in materials between the ground floor and upper stories, carrying the same materials on all elevations, requiring consistency of materials with the architectural style, and requiring that durable materials are used.
- Parking Design Standards. Establishes parking design standards to minimize the visual prominence of covered and uncovered parking areas.
- Open Space Requirements. Functional usable open space would be required for housing development projects consistently across zoning districts.

Housing Development Permit Procedure

The Draft Ordinance establishes a new review process, called Housing Development Permits (HDP). The approval authority for the HDP would be the Zoning Administrator (ZA) and the process would involve public notification and a published staff report analyzing a project’s consistency with objective standards. A public meeting would be held if there is public objection to the staff determination. If no objections are received, the Zoning Administrator may take action without a public meeting. As State Law has limited the power of decision-making bodies and the public to modify or deny Housing Development Projects that comply with objective standards, these procedural changes intend to balance providing the public with information about new projects without imposing subjective review that is inconsistent with state law.

Permit multiple family dwelling units in SCRO-1 and NCRO-2 Districts by right.

Uses are considered to be permitted “by-right” if the development may proceed under zoning and local land use regulations without the need for a special permit, variance, amendment, waiver or other discretionary approval. The Draft Ordinance would modify the Brisbane Municipal Code to permit multiple family dwelling units in the SCRO-1 District by right and in the NCRO-2 District as part of a mixed-use project by right. In the current code, these uses are permitted subject to the granting of a conditional use permit. Given changes to State law described above, the conditional use permit is no longer a legally acceptable mechanism to for reviewing Housing Development Projects, as the city’s use permit findings are inherently subjective.

Establish Residential Density in the NCRO-2 District.

The current standards in the NCRO-2 District Chapter of the Brisbane Municipal Code state that residential density shall be set by the Conditional Use Permit for mixed use projects. Given that the Draft Ordinance would allow mixed-use projects by right, establishing permitted residential densities is necessary. The City and consultant team evaluated mixed-use projects recently approved by the Planning Commission through a Conditional Use Permit to set forth a residential density standard that was consistent with recent approvals. The Draft Ordinance includes a density standard of 600 square feet per dwelling unit, which would allow up to 4 units on a typical NCRO-2 lot of 25 feet wide by 100 feet deep.

Parking

As parking is one of the most significant constraints for projects, especially with the small lot sizes in the NCRO-2 District, the consultant and City team reviewed parking regulations among peninsula jurisdictions and found that while Brisbane’s overall multifamily residential parking requirements were consistent with neighboring jurisdictions, guest parking requirements were far higher. The Draft Ordinance presented to the Planning Commission recommended lowering the guest parking requirement from 1 space per 5 units for projects of 5 units or more to 1 space per 10 units for projects of 10 units or more. However, the Planning Commission recommended keeping guest parking requirements consistent, so the proposed amendments to Chapter 17.34 have been removed from the Draft Ordinance.

An additional finding of the constraints analysis was that meeting both the parking requirements and the minimum 600 square-foot ground floor storefront requirement is not feasible for narrow lots in the NCRO-2 District. The Planning Commission considered additional language for Section 17.14.060 (H) of the Draft Ordinance and recommended reducing the required storefront space for narrow lots, as follows: “The minimum floor area for a storefront use for lots of 30 feet in width or less is two hundred and fifty (250) square feet.”

Fiscal Impact

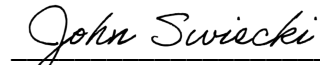
None. Permit application fees will be established to cover the processing costs of future applications.

Measure of Success

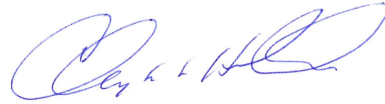
Objective design standards and permit processing procedure that allow the City to require high-quality design in new housing developments consistent with State law.

Attachments

1. Draft Ordinance
 2. Redline of Amended Chapters
 3. Planning Commission agenda reports and minutes for October 28 and November 16, 2021 meetings and Planning Commission Resolution RZ-2-21
- NIC**



John Swiecki, Community Development Director



Clay Holstine, City Manager

City of Brisbane

Planning Commission Agenda Report

TO: Planning Commission For the Meeting of 10/28/2021

SUBJECT: **Zoning Text Amendment RZ-2-21;** Zoning text amendments to Title 17 of the Brisbane Municipal Code (BMC) to establish objective standards for housing development projects and permit multiple family dwellings in the NCRO-2 and SCRO-1 Zoning Districts by right; City of Brisbane, applicant; Citywide.

REQUEST: Recommend City Council adoption of proposed zoning text amendments to Brisbane Municipal Code Title 17 (Zoning Ordinance) to achieve consistency with housing-related state legislation passed in 2017 and after. Proposed amendments include: establishing objective design and development standards for housing development projects; allowing multiple family dwellings in the SCRO-1 District by right; allowing multiple family dwellings as part of a mixed use in the NCRO-2 Zoning District by right; establishing residential density requirements for the NCRO-2 Zoning District; reducing guest parking requirements; and establishing procedures and requirements for an administrative Housing Development Permit for qualifying housing development projects.

RECOMMENDATION: Recommend City Council adoption of Zoning Text Amendment RZ-2-21 via adoption of Resolution RZ-2-21.

ENVIRONMENTAL DETERMINATION: The project does not require additional environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15168 and 15183, as the project is consistent with and in the scope of the General Plan EIR and does not trigger the preparation of a subsequent EIR pursuant to CEQA Guidelines Section 15162.

APPLICABLE CODE SECTIONS:

- Definitions ([BMC Chapter 17.02](#))
- R-3 Residential District ([BMC Chapter 17.10](#))
- Downtown Brisbane Neighborhood Commercial District ([BMC Chapter 17.14](#))
- Southwest Bayshore Commercial District ([BMC Chapter 17.16](#))
- Off-street Parking ([BMC Chapter 17.34](#))
- Design Permits ([BMC Chapter 17.42](#))
- Housing Development Permits (BMC Chapter 17.45 – *new chapter*)
- Administration ([BMC Chapter 17.56](#))

ANALYSIS AND FINDINGS:

Background

Due to several changes in State Law since 2017, specifically Senate Bill 35 and the Housing Accountability Act (Attachments A and B), California cities must streamline the process for reviewing certain housing development proposals. In general, State law limits the City's discretion in reviewing housing projects to verifying that they comply with objective development standards. As such, it is now in the best interest of cities to "front-load" their housing development standards through the adoption of clear design rules, regulations, requirements, and guidelines, otherwise known as Objective Design and Development Standards (ODDS). ODDS provide predictability to the community and developers upfront in the development process, and require no interpretation or personal judgment, as opposed to subjective standards that are subject to interpretation and which may cause different people to disagree based on their personal perspectives and opinions.

An example of a subjective standard within the Brisbane Municipal Code is: "The orientation and location of buildings, structures, open spaces, and other features integrate well with each other and maintain a compatible relationship to adjacent development" (BMC 17.42.020(B)). Objective standards specify and quantify how to make projects compatible and integrated. For example, an objective standard would ensure a compatible relationship to adjacent lower-density residential development by requiring setbacks at upper stories at shared property lines (see discussion below for more detail).

Adopting ODDS will allow the City to promote high-quality design in new housing development projects in the absence of a discretionary process. If the City does not adopt ODDS, the City will have very little control over the design of new housing developments. The Planning Commission would continue to review projects under the current Design Review regulations but would not be able to deny or reduce the number of units within housing development proposals based on noncompliance with subjective Design Review findings. For certain projects submitted to the City under SB 35 streamlining, the City would be required to review the application under a ministerial process, without any discretionary review or local guidance on design and standards.

The State made grant funds available to cities in 2019 to cover the cost of compliance with these new requirements. The City successfully applied for grant funds in the fall of 2019 and received approval in early 2020. The City hired consultants Good City Co. in August 2020 to assist with the ODDS Program. The work program has included community outreach to understand the community's design preferences, studies of opportunities and constraints to residential development in zoning districts with subjective development standards, and drafting updated zoning ordinance language.

Community Outreach

The City and consultant team conducted a series of community engagement activities throughout 2021 to educate community stakeholders about objective design and development standards and gain insight into community preferences regarding residential and mixed-use architectural and

design elements. This outreach is summarized in greater detail in Attachment D. Community engagement and related activities undertaken in 2021 include:

- Visual Preference Survey: January 2021
- Introductory Community Workshop: April 6, 2021
- Objective Standards Photo Survey: July-August 2021
- Pop-up Open House at the Farmers Market: August 12, 2021
- Pop-up Open House at the Brisbane Library: August 16-31, 2021
- A [virtual walking tour](#) of objective standards and design elements in neighboring Peninsula cities, video and maps released July 1, 2021

The City and consultant team has also presented the project to both the Planning Commission at a Study Session on February 11, 2021 and to the City Council on July 15, 2021.

Survey Results

The surveys were promoted via the city-wide newsletter, project email lists, and across social media channels including Facebook. The Visual Preference Survey (January) provided photographs illustrating a variety of residential and mixed-use design, which respondents ranked as appealing or unappealing. There were 126 respondents who indicated significant interest in landscaping, building height, and articulation. Community members found increased building setbacks made projects more appealing for multifamily residential projects (34%) than they did for mixed use projects with an active ground floor use along a commercial corridor (22%).

The Objective Standards Photo Survey (August) provided photographs of actual and proposed developments in Brisbane and other communities on the Peninsula to build upon the data gathered from the Visual Preference Survey. There were 105 respondents who indicated a preference for:

- usable outdoor space through porches, private yards, and balconies and landscaping (strong support)
- different colors or textures to differentiate units (especially for townhome examples) (strong support)
- different colors and textures at ground floor (for buildings with three or more floors) (strong support)
- Individual entries, varying setbacks, varying roof planes, screened mechanical equipment, and upper-level step-backs (moderate support)
- For downtown and mixed-use settings:
 - large storefront windows (strong support)
 - awnings and overhangs that extend over the sidewalk, angled or recessed building entries, taller ceiling heights at ground floor compared to the upper building stories, different exterior materials at the ground floor, limited setbacks at ground level that allow for plantings, seating, bike racks, etc. (moderate support)

Pop-up Open Houses

Approximately 40 community members participated in the Pop-up Open House Activities, 35 at the Farmers Market Pop-up Open House held on August 12, 2021, and five over the following two weeks on a separate set of boards on display at Brisbane Library. Community members identified support for upper-level step-backs, usable outdoor space along street, variation of material, color, and texture, and generous storefront glazing at these events through discussions with staff and participation in visual displays.

The Draft Ordinance has incorporated community outreach results into the objective standards, as described in the summary below, to ultimately create housing projects designed around community preference.

Draft Ordinance

The draft ordinance would:

- establish objective design and development standards for housing development projects;
- establish procedures and requirements for an administrative Housing Development Permit for qualifying housing development projects.
- allow multiple family dwellings in the SCRO-1 District by right; allow multiple family dwellings as part of a mixed use in the NCRO-2 Zoning District by right;
- establish residential density requirements for the NCRO-2 Zoning District; and
- reduce guest parking requirements.

Below is a brief summary of the proposed amendments:

Establishment of Objective Design and Development Standards. The draft ordinance includes new provisions (Section 17.45.030 of the Draft Ordinance in Attachment A) related to objective design and development standards that housing development projects are required to meet. The objective standards include regulations on building design, roof design, materials, front and rear stepbacks, massing and articulation requirements, height and transparency requirements for ground floors in mixed-use developments, and parking design standards. These regulations are further summarized below.

Design and Materials

The Draft Ordinance includes general objective design standards that improve building appearance and function. These include orienting the building's frontage to be parallel to the street and requiring a visible main entry. Throughout the community engagement activities, community members exhibited a preference for quality and long-lasting building materials and noted their appreciation of the diverse architectural styles found throughout the City. General regulations for building materials are included, such as requiring a change in materials between the ground floor and upper stories, carrying the same materials on all elevations, requiring consistency of materials with the architectural style (for example, stucco and terra cotta roofing would be used for a Spanish style building), and requiring that durable materials are used. Further specification will be provided by a Supplemental Housing Development Design Guidelines document (see Attachment E for draft), which will be maintained and updated by

staff to stay up to date with modern design practices for materials and building code standards. Note that while the proposed ordinance addresses specific design elements it does not prescribe architectural style. This is in keeping with both community preference and the eclectic nature of Brisbane's current buildings.

Massing and Articulation

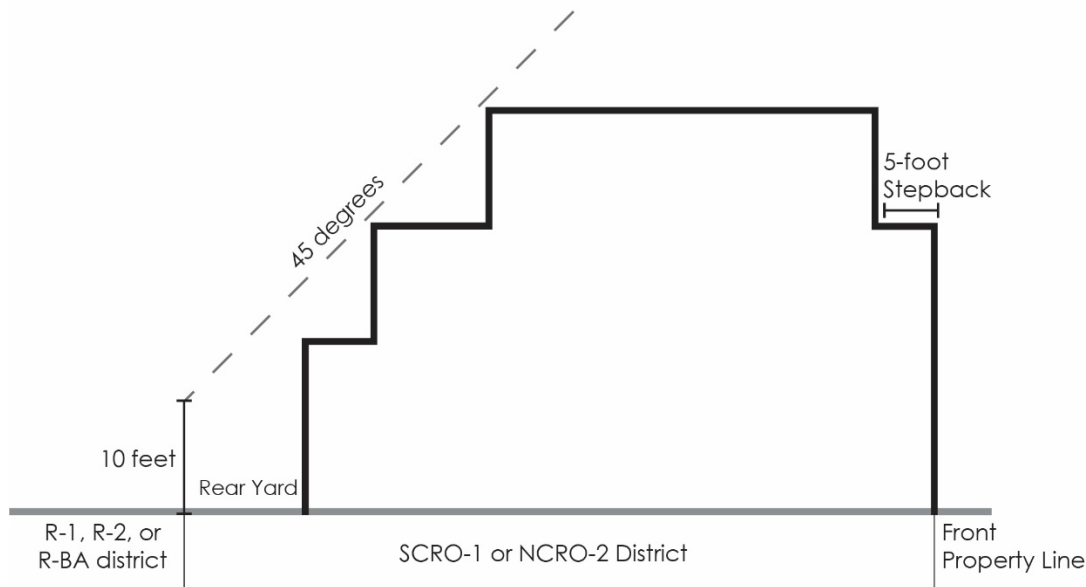
The Draft Ordinance includes both massing and articulation requirements to require recesses and projections in the front, street side, and rear building facades that add visual interest to the building design. Community members consistently ranked building articulation among the most appealing design elements across all community engagement activities. The Draft Ordinance requires that 30 percent of the front and rear and 20 percent of the street side wall faces are articulated, meaning that the wall face is offset by either a projection (such as a bay window) or a recess (such as a stepback). Recesses and projections must be at least 1 foot in depth.

In addition to the articulation requirements, buildings with over 30 feet in street-facing frontage width are required to incorporate a massing break, which is a recess that carries up multiple stories and establishes a series of bays in larger buildings. Buildings more than 60 feet wide must incorporate both major and minor massing breaks. The purpose of these breaks is to prevent a monolithic appearance for longer buildings and to break the building into smaller, pedestrian-scale units. Rooflines are also required to be articulated every 50 feet for this purpose. Ground floor commercial uses are exempt from this requirement, due to the transparency requirements described below.

Stepbacks

The Draft Ordinance also requires that buildings have both front and rear stepbacks in the SCRO-1 and NCRO-2 Districts. Stepbacks are increased setbacks for upper stories of a building, which require the upper story to "step back" to decrease the perceived height of a building from a pedestrian's vantage point. Community members indicated strong support for stepbacks throughout the community engagement activities, and particularly during conversations and board-based activities conducted during the Famers Market Pop-up Open House. The Draft Ordinance requires a 5-foot front stepback at the third story for 30 percent of the façade length. This stepback will add articulation to projects and provide a break in the height from the public view.

The rear stepback has been included to provide a transition in scale between lower density residential districts and mixed-use and higher density residential districts. To achieve this transition, the rear stepback requirement is based on a daylight plane, which is intended to provide for light and air, and to limit the impacts of bulk and mass on adjacent properties. The daylight plane requires that structures not intercept a forty-five-degree inclined plane inward from a height of ten feet above existing grade at any rear or interior lot line adjoining an R-1, R-2, or R-BA district, as shown below, and could require stepbacks at both the second and third story.



Ground Floor Requirements

To create an active pedestrian environment in mixed use districts, the Draft Ordinance also includes transparency requirements and a minimum height for non-residential ground floor uses. 65 percent of the front facades of non-residential ground floor uses are required to be transparent doors or windows to allow pedestrians views into the building, and a 12 foot minimum floor to ceiling height is incorporated in the Draft Ordinance to accommodate and encourage the higher floor to ceiling height needed for commercial operations. Community members ranked large storefront windows as the most appealing design element for downtown and mixed-use settings (up to 59% found this appealing in some of the examples considered in the Objective Standards Photo Survey).

Parking Design Standards

The Draft Ordinance includes parking design standards to minimize the prominence of covered and uncovered parking areas as set forth in Section 17.45.030(E) of Attachment A. Techniques include screening, prohibiting uncovered parking in the NCRO-2 District, limiting garage width, and requiring parking area entrances to be placed on side streets when possible. Many individual written responses in the Objective Standards Photo Survey recognized a tradeoff in mixed-use areas between onsite parking requirements and vibrant streetscape with active ground floor uses. Comments included, “Is it possible for residential parking to be access/located from the back of the building? Would rather see more of the ground level available for the storefront & parking be more hidden if feasible in a given location.”

Open Space Requirements

Open space requirements would remain consistent for the NCRO-2 District at 60 square feet per unit but would be added to the SCRO-1 District to ensure that units continue to have

adequate access to private open space. The 60 square feet per unit requirement would apply to both districts, and a new requirement that the space must be a minimum width and length of 5 feet would ensure that the open space is functional and usable for occupants. These requirements reflect the very strong community member interest in including usable outdoor space (up to 83% found this appealing in some of the examples considered in the Objective Standards Photo Survey).

➤ **Housing Development Permit Procedure**

The Draft Ordinance creates a new chapter in the zoning code applicable to Housing Development Projects. The chapter is applicable to housing projects that include three or more units, and eligible projects can be residential only or mixed-use where at least two-thirds of the square footage is designated for residential use. Housing Development Projects can consist of attached or detached units and may occupy more than one parcel as long as all units and parcels are included in the same application.

This chapter is proposed in recognition that the review process for and city discretion over qualifying housing development projects is far different than the City's current design review process, which is still applicable to all other projects.

Inasmuch as discretion over housing development projects is limited to verifying conformance of the project with the objective standards defined above, the review that will occur is primarily technical in nature. Given this consideration staff believes these projects should be treated differently from the existing design review process where the Planning Commission retains subjective discretion which can be informed by and meaningfully impacted through the traditional public hearing process. Staff believes applying the formal design review process where the Commission's discretion is extremely limited will be confusing and frustrating to both the Commission and public.

Given these factors, a new Housing Development Permit (HDP) is proposed. The approval authority for the HDP would be the Zoning Administrator (ZA). The approval process would involve public notification that an application has been filed and the staff determination of whether or not the project complies with the applicable objective standards. This notice would be provided to the general public and well as to within property owners within 300 feet of the subject property. A staff report analyzing the project would also be made available for public review. If comments are received objecting to the staff determination, the Zoning Administrator shall set the matter for public meeting. If no objections are received, the Zoning Administrator may take action without a public meeting. Notice of the ZA's decision would be provided, and the ZA's decision would be appealable to the City Council. All decisions and appeals would be limited solely to an evaluation of the project's consistency with objective standards. As State Law has limited the power of decision-making bodies and the public to modify or deny Housing Development Projects that comply with objective standards, these procedural changes intend to balance providing the public with information about new projects without imposing subjective review that is inconsistent with state law. The community outreach performed to create the objective standards in the Draft Ordinance also recognized that discretion now has to be front loaded, so it was critical to embed community design values within the objective standards now under consideration.

➤ **Streamlined (SB 35) Housing Development Projects**

The Objective Standards in the Housing Development Permits chapter also apply to Streamlined Housing Development Projects, which are projects covered by SB 35. However, Streamlined Housing Development Projects have a separate procedure for review and approval set forth by State Law. Streamlined Housing Development Projects must have the same characteristics as Housing Development Projects but have additional site characteristics requirements for eligibility (including but not limited to an infill site located in an urban area zoned for residential or mixed-use outside of environmentally sensitive areas) in addition to an affordable housing component as specified by SB 35. The full list of criteria is included in the City's SB 35 Eligibility Checklist [here](#). Under SB35, projects that meet eligibility requirements may elect to use a streamlined ministerial process, which sets forth specific timelines based on unit count for jurisdictions to determine that a project is consistent with objective standards and issue project approval. While general Housing Development Projects are subject to the permit streamlining act, only Streamlined Housing Development Projects have specified timeframes for project consistency determinations and approval.

➤ **Permit multiple family dwelling units in SCRO-1 and NCRO-2 Districts by right.**

Uses are considered to be permitted “by-right” if the development may proceed under zoning and local land use regulations without the need for a special permit, variance, amendment, waiver or other discretionary approval. The Draft Ordinance would modify the Brisbane Municipal Code to permit multiple family dwelling units in the SCRO-1 District by right and in the NCRO-2 District as part of a mixed-use project by right. In the current code, these uses are permitted subject to the granting of a conditional use permit. Given changes to State law described above, the conditional use permit is no longer a legally acceptable mechanism to for reviewing Housing Development Projects, as the city's use permit findings are inherently subjective. Adding a Housing Development Permit, as described above, allows the City to review housing projects through an objective lens while retaining the more subjective standards and findings of the Design Permit and Conditional Use Permit for commercial projects.

➤ **Establish Residential Density in the NCRO-2 District.**

The current standards in the NCRO-2 District Chapter of the Brisbane Municipal Code state that residential density shall be set by the Conditional Use Permit for mixed use projects. Given that the Draft Ordinance would allow mixed-use projects by right, establishing permitted residential densities is necessary. The City and consultant team evaluated mixed-use projects recently approved by the Planning Commission through a Conditional Use Permit (such as 213 Visitation Avenue) to set forth a residential density standard that was consistent with recent approvals. The Draft Ordinance includes a density standard of 600 square feet per dwelling unit, which would allow up to 4 units on a typical NCRO-2 lot of 25 feet wide by 100 feet deep.

➤ **Parking.**

As part of the development of objective standards, the consultant and City team also performed a constraints analysis to evaluate how other regulations impact the feasibility of housing

projects cumulatively. This responds to state law requirements that objective development standards cannot be so onerous as to render housing projects infeasible. Parking is one of the most significant constraints for projects, especially with the small lot sizes in the NCRO-2 District, which can only feasibly meet parking requirements with the use of mechanical parking lifts. The consultant and City team reviewed parking regulations among peninsula jurisdictions and found that while Brisbane's overall multifamily residential parking requirements were consistent with neighboring jurisdictions, guest parking requirements were far higher. The Draft Ordinance proposes lowering the guest parking requirement from 1 space per 5 units for projects of 5 units or more to 1 space per 10 units for projects of 10 units or more.

An additional finding of the constraints analysis was that meeting both the parking requirements and the minimum 600 square-foot ground floor storefront requirement is not feasible for narrow lots in the NCRO-2 District. The last two mixed-use projects approved by the Planning Commission in the NCRO-2 District included conditional use permits to reduce the size of the storefront space (18 Visitacion Avenue and 213 Visitacion Avenue), and one project (213 Visitacion Avenue) included a use permit to reduce the size and amount of off-street parking spaces. Staff recommends that the Planning Commission consider additional language in Section 17.14.060 (H) of the Draft Ordinance to either reduce the required storefront space for narrow lots or exempt these lots from parking requirements. Draft language for both options is provided below:

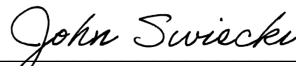
- “Lots 30 feet in width or less shall be exempt from off-street parking requirements provided that a full six hundred (600) square feet of storefront use is provided and the lot is not a corner lot” *or*
- “The minimum floor area for a storefront use for lots of 30 feet in width or less is two hundred and fifty (250) square feet.”

ATTACHMENTS:

- A. **Draft Resolution RZ-1-21 (including draft ordinance)** (NIC)
- B. **Redline copy of proposed zoning text amendments**
- C. **[SB 35](#)** and the **[Housing Accountability Act](#)**, relating to objective standards (hyperlinks)
- D. Community Outreach Summary
- E. Draft Supplementary Housing Development Design Guidelines



Kelly Beggs, Contract Planner



John Swiecki, Community Development Director

MEMORANDUM

Date: October 11, 2021
To: John Swiecki, Community Development Director, City of Brisbane
From: Nicholas Hamilton, Senior Planner, Good City Company
Subject: Objective Standards Community Outreach Summary

Brisbane City Staff, together with its consultant Good City Company, conducted a series of community engagement activities throughout 2021. The purpose of outreach was to provide information to community stakeholders about objective design and development standards and gain insight into community preferences regarding residential and mixed-use architectural and design elements. This memorandum provides an overview of relevant community engagement activities and highlights key findings from these activities.

Background

The City of Brisbane is in the process of updating its design review ordinance and residential zoning district standards to front-load the City's discretionary authority and comply with State laws that require housing design standards to be objective. Good City Company was engaged by the City to help facilitate the development of a suite of proposed Objective Design and Development Standards (ODDS), and to engage community stakeholders in a community engagement process. More information on the objective standards project, background on recent policy changes from the State, and key terms related to the project are available on the City's Objective Standards project landing page <https://www.brisbaneca.org/cd/page/objective-design-and-development-standards-project>.

Methodology

Community engagement and related activities undertaken in 2021 included:

- Visual Preference Survey: January 2021
- Planning Commission Study Session (virtual): February 11, 2021
- Introductory Community Workshop (virtual): April 6, 2021
- Virtual walking tour of objective standards and design elements in neighboring Peninsula cities, video and maps released July 1, 2021
- City Council Presentation (virtual): July 15, 2021
- Objective Standards Photo Survey: July-August 2021
- Pop-up Open House at the Farmers Market: August 12, 2021
- Pop-up Open House at the Brisbane Library: August 16-31, 2021
- Project webpage including project goals, timeline, frequently asked questions

The Objective Standards Photo Survey (July-August) and pop-up open house activities were informed by feedback received from the Visual Preference Survey (January) regarding aspects of a variety of residential and mixed-use design elements that respondents found both appealing and unappealing. The examples used in the Photo Survey are of actual and proposed developments in Brisbane and other communities on the Peninsula. The surveys were promoted via the city-wide newsletter, project email lists, and across social media channels including Facebook.

Respondent Profiles

The Residential Design Visual Preference Survey was completed by 126 community members during January 2021. The Objective Standards Photo Survey was completed by 105 community members between July 1 and August 31, 2021. Approximately 40 community members participated in the Pop-up Open House Activities, 35 at the Farmers Market Pop-up Open House held on August 12, 2021, and five over the following two weeks on a separate set of boards on display at Brisbane Library.

A snapshot of demographic questions and most common responses are indicated below. Complete demographic information is included in the Visual Preference Survey Results, Objective Standards Photo Survey: Results, and Objective Standards Pop-up Open Houses: Results attachments. 414 individual written comments were collected as part of the Photo Survey, and Sixteen individual written comments were collected as part of the Pop-up Open Houses. Those comments are included in their respective results attachments.

	January Survey	July- Aug Survey	Pop- ups
<i>Currently, do you:</i>			
Live in Brisbane	80%	72%	55%
Live and work in Brisbane	17%	12%	18%
<i>What type of home do you live in?</i>			
A single-family home	78%	81%	81%
A condominium	11%	11%	3%
<i>In your current home, do you:</i>			
Own	87%	84%	61%
Rent entire unit	11%	11%	25%
Lived with friends/family and did not pay rent	-	2%	14%

How long have you lived in Brisbane?

1-5 years	21%	22%	-
6-10 years	15%	19%	-
11-20 years	21%	17%	-
21+ years	43%	42%	-

Gender

Female	59%	62%	-
Male	34%	30%	-

What area of the City do you live in?

Central Brisbane	76%	80%	69%
The Ridge	15%	15%	15%
Brisbane Acres	8%	2%	12%

Race/Ethnicity

White, non-Hispanic	63%	60%	-
Asian or Asian American	17%	12%	-
Prefer not to specify	10%	14%	-
Hispanic/Latino	4%	5%	-

Age

18-26	5%	5%	-
30-49	38%	42%	-
50-64	31%	28%	-
65+	26%	25%	-

Total Completed Responses

126 105 40

Total Individual Written Comments

- 414 16

Multifamily Residential Design Element Preferences

Across the examples provided in the Objective Standards Photo Survey, community members indicated the design element they found most appealing was usable outdoor space through porches, private yards, and balconies (up to 83% in some examples). Different colors or textures to differentiate units (especially for townhome examples) and different colors and textures at ground floor (for buildings with three or more floors) were also identified as appealing to community members (up to 74%). They also found appealing in some cases: landscaping (up to 71% in some examples), individual entries (up to 66%), and varying setbacks (up to 62%).

Community members indicated at lower rates that they found the following design elements appealing: varying roof planes (up to 49%), screened mechanical equipment (up to 37%), and upper-level step-backs (up to 35%). It is worth noting that in individual conversations with community members at the Farmers Market Pop-

Up Open House, community members indicated an increase in interest in upper-level step-backs, varying roof planes and varying setbacks on larger and taller examples than they did on examples of smaller and lower building examples. Selected individual written comments from the Photo Survey include: “The most interesting thing about walking around in Brisbane is all the home styles that were created over the years,” “It’s unclear whether these homes have sufficient parking available,” “All the new Multi dwelling’s should be limited to two stories,” and “The fake foam trim with stucco blown over it always looks cheap and terrible. I say let San Jose and it’s neighbors keep this style to themselves. I would rather see solid flat walls than this.”

At the Pop-Up Open House activities, when asked which architectural elements promoted compatibility with adjacent buildings, community members expressed more interest in step-backs and massing breaks, overhangings, protrusions, and balconies, and variation in color and texture than they did for recessed windows, individual entries, or dimensional detail between ground and upper levels. Selected individual written comments from the Pop-up Open Houses include: “More affordable housing options! Less single family home zoning. Too expensive to rent or buy here.” “Let the community change how it will. Let the property owner decide.” and “Encourage mixed use (resi. With office/retail).”

These preferences were largely consistent with the initial Residential Design Visual Preference Survey conducted in January of 2021, where responses indicated the following design elements as among the most appealing across any of the variety of examples presented: landscaping (up to 82%), building height (up to 50%), and articulation (up to 53%). The visual preference survey also contained questions about ways example projects could be improved. Community members consistently indicated landscaping improvements would improve the appeal of projects presented. The location and configuration of parking, and the screening of mechanical equipment was not prioritized among ways to improve the appeal of projects presented (typically registering at 10-15%).

Mixed Use and Active Commercial Streetscape Design Element Preferences

Throughout the Objective Standards Photo Survey, community members consistently indicated large storefront windows were the most appealing design element for downtown and mixed-use settings, with 43% - 59% of survey responses indicating it was appealing among four examples given.

Responses to the Photo Survey also indicated they found appealing: awnings and overhangs that extend over the sidewalk, angled or recessed building entries, taller

ceiling heights at ground floor compared to the upper building stories, different exterior materials at the ground floor, limited setbacks at ground level that allow for plantings, seating, bike racks, etc. Selected individual written comments from the Photo Survey include: “This feels jammed into a very small lot. Requiring the garage seriously cuts into the viability of the commercial space.” and “I don’t see the difference in any of these. Please build affordable housing for all so we can alleviate the housing crisis!!!”

At the Pop-Up Open House activities, when asked which architectural elements would minimize the visual impact and massing of a building, community members identified more interest in upper-level step-backs, usable outdoor space along street, variation of material, color, and texture, and generous storefront glazing than they did for pedestrian awnings and lighting or protrusions and voids of the example building’s design.

It is also worth noting that the initial Residential Design Visual Preference Survey conducted in January of 2021 revealed community members found increased building setbacks made projects more appealing for multifamily residential projects (34%) than they did for mixed use projects with an active ground floor use along a commercial corridor (22%).

Ridgeline Single-Family Home Design Element Preferences:

While no changes to the design standards were proposed as part of this project for ridgeline single family homes, community preferences on design elements were collected as part of community outreach activities over the course of this project. Throughout the Objective Standards Photo Survey, community members indicated the three design elements they found most appealing in the ridgeline single-family home example provided were: upper-level step-backs that mimic the topography, use of natural exterior finishes (stone, stucco, etc.), and varying roof forms that follow the topography. Community members also indicated the following as appealing: limiting individual wall heights to a maximum of two stories from all perspectives and reduced building height. Selected individual written comments from the Photo Survey include: “Not enough setback” and “takes away from street parking since now there is a driveway.”

The initial Residential Design Visual Preference Survey conducted in January of 2021 indicated strong interest in building articulation as appealing (up to 66% for some examples), in addition to indicating landscaping (up to 52% for some examples) as an appealing design element.

Attachments:

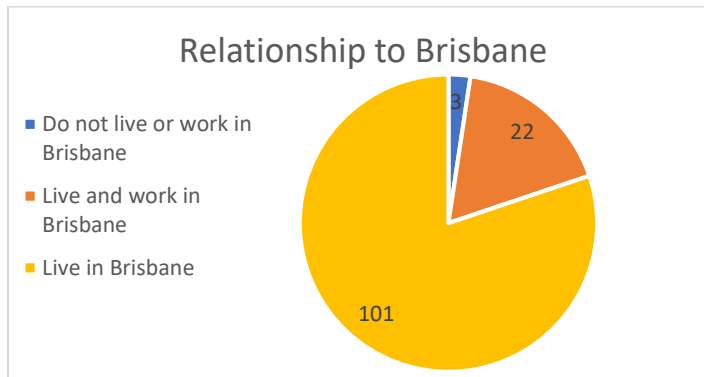
1. Visual Preference Survey Results
2. Objective Standards Photo Survey Results
3. Objective Standards Pop-up Open Houses Results

Brisbane Residential Objective Design and Development Standards (ODDS)

Residential Design Preference Survey Results

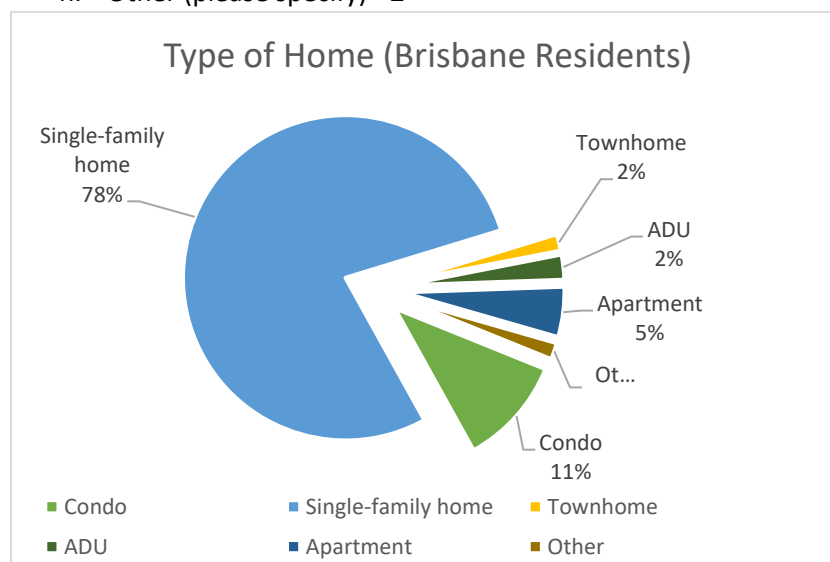
1. Currently, do you:

- a. Live in Brisbane - **0**
- b. Work in Brisbane - **101**
- c. Live and work in Brisbane - **22**
- d. Do not live or work in Brisbane – **3**



2. If you live in Brisbane, what type of home do you live in?

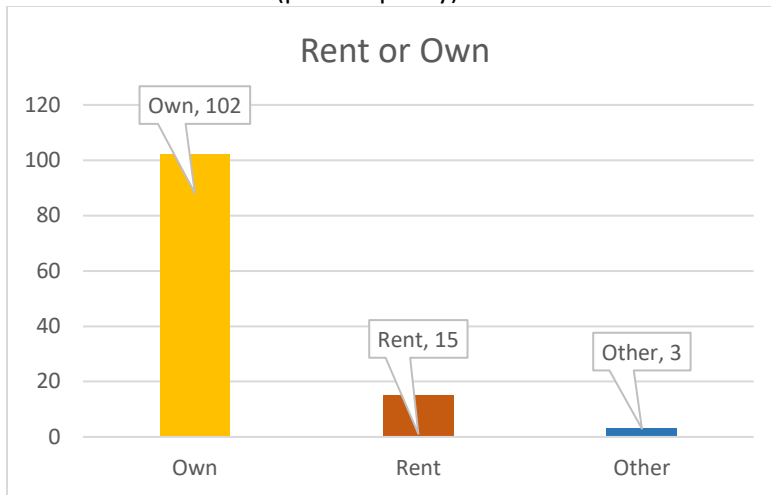
- a. A single-family home - **94**
- b. A townhome - **2**
- c. A condominium - **13**
- d. An apartment - **6**
- e. Accessory dwelling unit (granny flat/guest house) - **3**
- f. Group home - **0**
- g. Do not currently have a permanent home - **0**
- h. Other (please specify) - **2**



3. In your current home, do you:

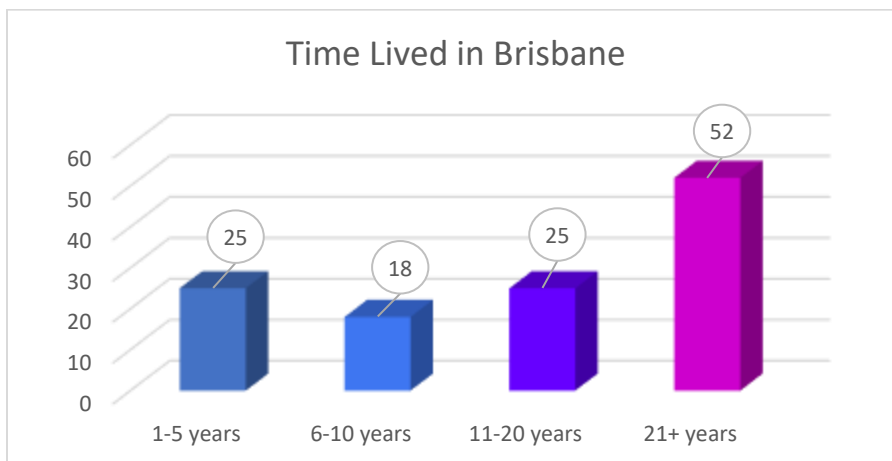
- a. Own - **102**

- b. Rent a room - **2**
- c. Rent entire unit - **13**
- d. Live with friends/family, do not own or pay rent - **0**
- e. Do not currently have a permanent home - **0**
- f. Other (please specify) – **0**



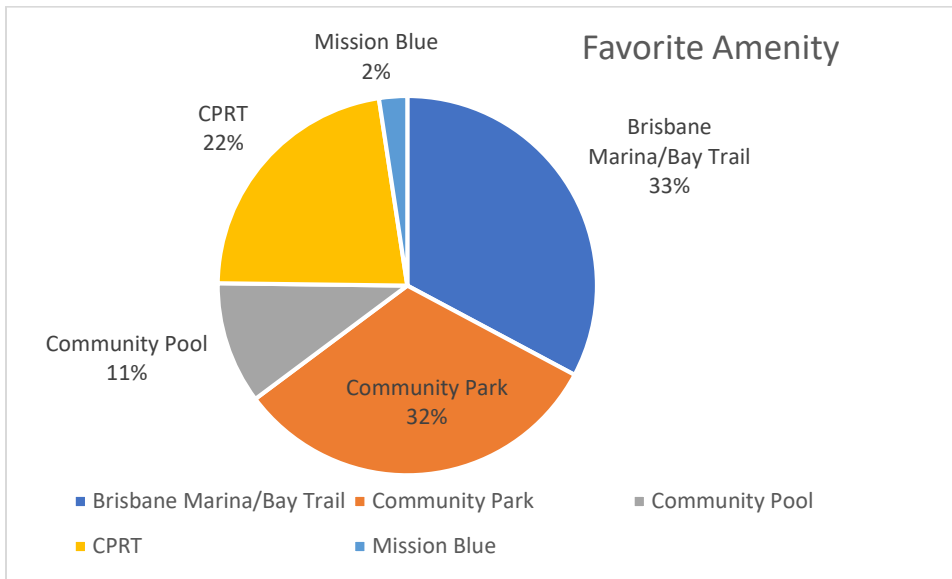
4. How long have you lived in Brisbane?

- a. 1-5 years - **25**
- b. 6-10 years - **18**
- c. 11-20 years - **25**
- d. 21+ years - **52**
- e. Do not live in Brisbane - **0**



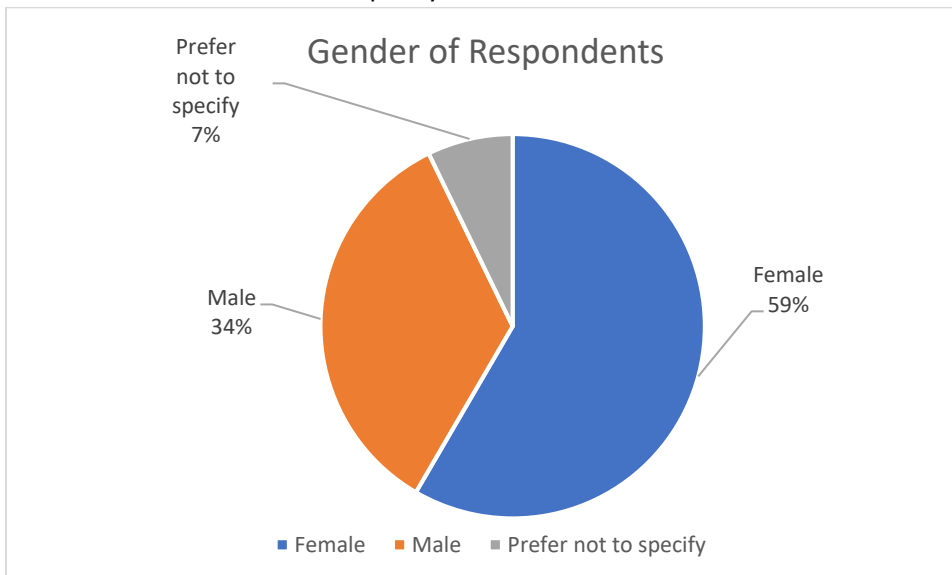
5. What is your favorite community amenity in the City?

- a. Brisbane Marina/Bay Trail
- b. Community Park
- c. Community Pool
- d. Crocker Park Recreational Trail
- e. Mission Blue Athletic Fields



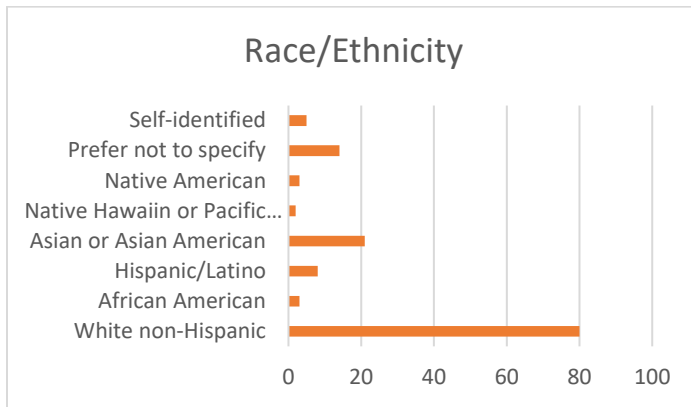
6. Please indicate your gender.

- a. Male - **43**
- b. Female - **73**
- c. Non-binary - **0**
- d. Prefer not to specify - **9**



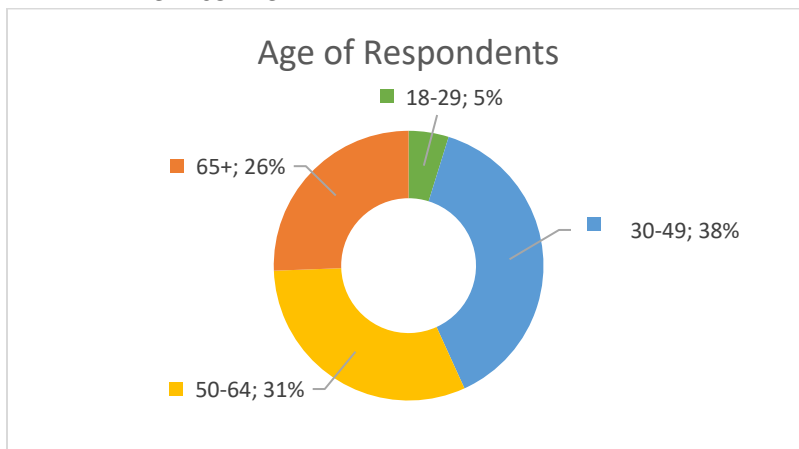
7. How do you identify yourself?

- a. White non-Hispanic
- b. African American
- c. Hispanic/Latino
- d. Asian or Asian American
- e. Native Hawaiian or Pacific Islander
- f. Native American
- g. Prefer not to specify
- h. If you prefer to self-identify, do so here:



8. What is your age group?

- a. Under 18 - **0**
- b. 18-29 - **6**
- c. 30-49 - **48**
- d. 50-64 - **39**
- e. 65+ - **32**



9. Which area do you reside in?

- a. Area A: Central Brisbane
- b. Area B: Brisbane Acres
- c. Area C: Southwest Bayshore
- d. Area D: The Ridge
- e. Other (please specify)

See Map and Responses in Appendix

MIXED USE DEVELOPMENT

Image 1



- i. How appealing do you consider the design of the development shown in the image?
 - A| Very Unappealing - **9**
 - B| Somewhat Unappealing - **39**
 - C| Neither Appealing nor Unappealing - **16**
 - D| Somewhat Appealing - **41**
 - E| Very Appealing – **21**

- ii. What characteristics make the design of the development appealing to you? (Mark all that apply).
 - A| Building setbacks - **39**
 - B| Building height - **59**
 - C| Location and configuration of parking - **23**
 - D| Screening - **15**
 - E| Landscaping - **53**
 - F| Building articulation - **51**
 - G| Relationship with neighboring structures - **23**
 - H| No preferences - **0**
 - I| Other - **19**

- iii. What improvements would you make to the design of the development? (Mark all that apply).
 - A| Building setbacks - **28**
 - B| Building height - **20**
 - C| Location and configuration of parking - **17**
 - D| Screening - **15**
 - E| Landscaping/plantings - **52**
 - F| Building articulation - **29**
 - G| Relationship with neighboring structures - **44**
 - H| No preferences - **34**
 - I| Other – **23**

Image 2



- i. How appealing do you consider the design of the development shown in the image?
 - A| Very Unappealing - **19**
 - B| Somewhat Unappealing - **16**
 - C| Neither Appealing nor Unappealing - **19**
 - D| Somewhat Appealing - **49**
 - E| Very Appealing – **23**

- ii. What characteristics make the design of the development appealing to you? (Mark all that apply).
 - A| Building setbacks - **39**
 - B| Building height - **59**
 - C| Location and configuration of parking - **23**
 - D| Screening - **15**
 - E| Landscaping -**53**
 - F| Building articulation -**51**
 - G| Relationship with neighboring structures -**23**
 - H| No preferences - 0
 - I| Other - **19**

- iii. What improvements would you make to the design of the development? (Mark all that apply).
 - A| Building setbacks - **28**
 - B| Building height - **20**
 - C| Location and configuration of parking - **17**
 - D| Screening - **15**
 - E| Landscaping/plantings - **52**
 - F| Building articulation - **29**
 - G| Relationship with neighboring structures - **44**
 - H| No preferences - **34**
 - I| Other - **23**

TOWN HOMES

Image 3



- i. How appealing do you consider the design of the development shown in the image?
 - A| Very Unappealing - **9**
 - B| Somewhat Unappealing - **22**
 - C| Neither Appealing nor Unappealing - **33**
 - D| Somewhat Appealing - **42**
 - E| Very Appealing – **20**

- ii. What characteristics make the design of the development appealing to you? (Mark all that apply).
 - A| Building setbacks - **28**
 - B| Building height - **55**
 - C| Location and configuration of parking - **42**
 - D| Screening - **5**
 - E| Landscaping - **21**
 - F| Building articulation - **66**
 - G| Relationship with neighboring structures - **49**
 - H| No preferences - **20**
 - I| Other - **11**

- iii. What improvements would you make to the design of the development? (Mark all that apply).
 - A| Building setbacks - **36**
 - B| Building height - **5**
 - C| Location and configuration of parking - **17**
 - D| Screening - **25**
 - E| Landscaping/plantings - **83**
 - F| Building articulation - **26**
 - G| Relationship with neighboring structures - **19**
 - H| No preferences - **21**
 - I| Other – **19**

Image 4



- i. How appealing do you consider the design of the development shown in the image?
 - A| Very Unappealing - **16**
 - B| Somewhat Unappealing - **31**
 - C| Neither Appealing nor Unappealing - **29**
 - D| Somewhat Appealing - **40**
 - E| Very Appealing – **10**

- ii. What characteristics make the design of the development appealing to you? (Mark all that apply).
 - A| Building setbacks - **39**
 - B| Building height - **59**
 - C| Location and configuration of parking - **23**
 - D| Screening - **15**
 - E| Landscaping - **53**
 - F| Building articulation - **51**
 - G| Relationship with neighboring structures - **23**
 - H| No preferences - **0**
 - I| Other - **19**

- iii. What improvements would you make to the design of the development? (Mark all that apply).
 - A| Building setbacks - **28**
 - B| Building height - **20**
 - C| Location and configuration of parking - **17**
 - D| Screening - **15**
 - E| Landscaping/plantings - **52**
 - F| Building articulation - **29**
 - G| Relationship with neighboring structures - **44**
 - H| No preferences - **34**
 - I| Other – **23**

Image 5

- i. How appealing do you consider the design of the development shown in the image?
 - A| Very Unappealing - **12**
 - B| Somewhat Unappealing - **17**
 - C| Neither Appealing nor Unappealing - **9**
 - D| Somewhat Appealing - **44**
 - E| Very Appealing – **44**

- ii. What characteristics make the design of the development appealing to you? (Mark all that apply).
 - A| Building setbacks - **77**
 - B| Building height - **63**
 - C| Location and configuration of parking - **38**
 - D| Screening - **22**
 - E| Landscaping - **102**
 - F| Building articulation - **69**
 - G| Relationship with neighboring structures - **34**
 - H| No preferences - **11**
 - I| Other - **15**

- iii. What improvements would you make to the design of the development? (Mark all that apply).
 - A| Building setbacks - **9**
 - B| Building height - **14**
 - C| Location and configuration of parking - **13**
 - D| Screening - **6**
 - E| Landscaping/plantings - **14**
 - F| Building articulation - **20**
 - G| Relationship with neighboring structures - **20**
 - H| No preferences - **62**
 - I| Other – **25**

Image 6

- i. How appealing do you consider the design of the development shown in the image?
 - A| Very Unappealing - **32**
 - B| Somewhat Unappealing - **26**
 - C| Neither Appealing nor Unappealing - **21**
 - D| Somewhat Appealing - **34**
 - E| Very Appealing – **12**

- ii. What characteristics make the design of the development appealing to you? (Mark all that apply).
 - A| Building setbacks - **17**
 - B| Building height - **29**
 - C| Location and configuration of parking - **13**
 - D| Screening - **14**
 - E| Landscaping - **32**
 - F| Building articulation - **48**
 - G| Relationship with neighboring structures - **13**
 - H| No preferences - **46**
 - I| Other - **16**

- iii. What improvements would you make to the design of the development? (Mark all that apply).
 - A| Building setbacks - **37**
 - B| Building height - **51**
 - C| Location and configuration of parking - **23**
 - D| Screening - **15**
 - E| Landscaping/plantings - **47**
 - F| Building articulation - **39**
 - G| Relationship with neighboring structures - **26**
 - H| No preferences - **33**
 - I| Other – **20**

MID-RISE MULTI-FAMILY (MAXIMUM 3 STORIES)**Image 7**

- i. How appealing do you consider the design of the development shown in the image?
 - A| Very Unappealing - **10**
 - B| Somewhat Unappealing - **24**
 - C| Neither Appealing nor Unappealing - **30**
 - D| Somewhat Appealing - **45**
 - E| Very Appealing - **17**

- ii. What characteristics make the design of the development appealing to you? (Mark all that apply).
 - A| Building setbacks - **66**
 - B| Building height - **46**
 - C| Location and configuration of parking - **22**
 - D| Screening - **38**
 - E| Landscaping - **81**
 - F| Building articulation - **57**
 - G| Relationship with neighboring structures - **31**
 - H| No preferences - **18**
 - I| Other - **11**

- iii. What improvements would you make to the design of the development? (Mark all that apply).
 - A| Building setbacks - **5**
 - B| Building height - **21**
 - C| Location and configuration of parking - **17**
 - D| Screening - **10**
 - E| Landscaping/plantings - **23**
 - F| Building articulation - **33**
 - G| Relationship with neighboring structures - **16**
 - H| No preferences - **47**
 - I| Other - **22**

Image 8



- i. How appealing do you consider the design of the development shown in the image?
 - A| Very Unappealing - **28**
 - B| Somewhat Unappealing - **18**
 - C| Neither Appealing nor Unappealing - **19**
 - D| Somewhat Appealing - **32**
 - E| Very Appealing – **29**
- ii. What characteristics make the design of the development appealing to you? (Mark all that apply).
 - A| Building setbacks - **34**
 - B| Building height - **34**
 - C| Location and configuration of parking - **27**
 - D| Screening - **12**
 - E| Landscaping - **32**
 - F| Building articulation - **71**
 - G| Relationship with neighboring structures - **18**
 - H| No preferences - **25**
 - I| Other - **19**
- iii. What improvements would you make to the design of the development? (Mark all that apply).
 - A| Building setbacks - **20**
 - B| Building height - **32**
 - C| Location and configuration of parking - **9**
 - D| Screening - **19**
 - E| Landscaping/plantings - **52**
 - F| Building articulation - **29**
 - G| Relationship with neighboring structures - **28**
 - H| No preferences - **39**
 - I| Other – **19**

Image 9

- i. How appealing do you consider the design of the development shown in the image?
 - A| Very Unappealing - **37**
 - B| Somewhat Unappealing - **25**
 - C| Neither Appealing nor Unappealing - **11**
 - D| Somewhat Appealing - **30**
 - E| Very Appealing – **23**

- ii. What characteristics make the design of the development appealing to you? (Mark all that apply).
 - A| Building setbacks - **28**
 - B| Building height - **40**
 - C| Location and configuration of parking - **21**
 - D| Screening - **28**
 - E| Landscaping - **66**
 - F| Building articulation - **51**
 - G| Relationship with neighboring structures - **23**
 - H| No preferences - **32**
 - I| Other - **12**

- iii. What improvements would you make to the design of the development? (Mark all that apply).
 - A| Building setbacks - **27**
 - B| Building height - **38**
 - C| Location and configuration of parking - **18**
 - D| Screening - **16**
 - E| Landscaping/plantings - **25**
 - F| Building articulation - **44**
 - G| Relationship with neighboring structures - **32**
 - H| No preferences - **42**
 - I| Other – **24**

HIGH-RISE MULTI-FAMILY MAXIMUM 5 STORIES (not currently permitted in Brisbane)**Image 10**

- i. How appealing do you consider the design of the development shown in the image?
 - A| Very Unappealing - **32**
 - B| Somewhat Unappealing - **19**
 - C| Neither Appealing nor Unappealing - **13**
 - D| Somewhat Appealing - **30**
 - E| Very Appealing – **32**

- ii. What characteristics make the design of the development appealing to you? (Mark all that apply).
 - A| Building setbacks - **24**
 - B| Building height - **33**
 - C| Location and configuration of parking - **17**
 - D| Screening - **17**
 - E| Landscaping - **33**
 - F| Building articulation - **63**
 - G| Relationship with neighboring structures - **18**
 - H| No preferences - **35**
 - I| Other – **18**

- iii. What improvements would you make to the design of the development? (Mark all that apply).
 - A| Building setbacks - **40**
 - B| Building height - **46**
 - C| Location and configuration of parking - **19**
 - D| Screening - **14**
 - E| Landscaping/plantings - **42**
 - F| Building articulation - **29**
 - G| Relationship with neighboring structures - **30**
 - H| No preferences - **38**
 - I| Other – **13**

Image 11

- i. How appealing do you consider the design of the development shown in the image?
 - A| Very Unappealing - **47**
 - B| Somewhat Unappealing - **25**
 - C| Neither Appealing nor Unappealing - **15**
 - D| Somewhat Appealing - **18**
 - E| Very Appealing – **21**

- ii. What characteristics make the design of the development appealing to you? (Mark all that apply).
 - A| Building setbacks - **25**
 - B| Building height - **33**
 - C| Location and configuration of parking - **24**
 - D| Screening - **13**
 - E| Landscaping - **16**
 - F| Building articulation - **50**
 - G| Relationship with neighboring structures - **18**
 - H| No preferences - **45**
 - I| Other – **16**

- iii. What improvements would you make to the design of the development? (Mark all that apply).
 - A| Building setbacks - **38**
 - B| Building height - **46**
 - C| Location and configuration of parking - **18**
 - D| Screening - **19**
 - E| Landscaping/plantings - **53**
 - F| Building articulation - **40**
 - G| Relationship with neighboring structures - **35**
 - H| No preferences - **31**
 - I| Other – **21**

Image 12

- i. How appealing do you consider the design of the development shown in the image?
 - A| Very Unappealing - **80**
 - B| Somewhat Unappealing - **22**
 - C| Neither Appealing nor Unappealing - **10**
 - D| Somewhat Appealing - **5**
 - E| Very Appealing – **9**

- ii. What characteristics make the design of the development appealing to you? (Mark all that apply).
 - A| Building setbacks - **13**
 - B| Building height - **19**
 - C| Location and configuration of parking - **6**
 - D| Screening - **9**
 - E| Landscaping - **21**
 - F| Building articulation - **15**
 - G| Relationship with neighboring structures - **7**
 - H| No preferences - **66**
 - I| Other – **14**

- iii. What improvements would you make to the design of the development? (Mark all that apply).
 - A| Building setbacks - **43**
 - B| Building height - **48**
 - C| Location and configuration of parking - **24**
 - D| Screening - **28**
 - E| Landscaping/plantings - **47**
 - F| Building articulation - **71**
 - G| Relationship with neighboring structures - **42**
 - H| No preferences - **22**
 - I| Other – **27**

SINGLE-FAMILY HOMES ON RIDGELINE:**Image 13**

- i. How appealing do you consider the design of the development shown in the image?
 - Very Unappealing **22**
 - Somewhat Unappealing **30**
 - Neither Appealing nor Unappealing **30**
 - Somewhat Appealing **33**
 - Very Appealing **11**
- ii. What characteristics make the design of the development appealing to you? (Mark all that apply).
 - Building setbacks **42**
 - Building height **47**
 - Location and configuration of parking **40**
 - Screening **18**
 - Landscaping/plantings **65**
 - Building articulation **38**
 - Relationship with neighboring structures **46**
 - No preferences **24**
 - Other **12**
- iii. What improvements would you make to the design of the development? (Mark all that apply).
 - Building setbacks **24**
 - Building height **12**
 - Location and configuration of parking **15**
 - Screening **28**
 - Landscaping **42**
 - Building articulation **49**
 - Relationship with neighboring structures **21**
 - No preferences **36**
 - Other **19**

Image 14

- i. How appealing do you consider the design of the development shown in the image?
 - A| Very Unappealing - **9**
 - B| Somewhat Unappealing - **32**
 - C| Neither Appealing nor Unappealing - **26**
 - D| Somewhat Appealing - **47**
 - E| Very Appealing – **12**

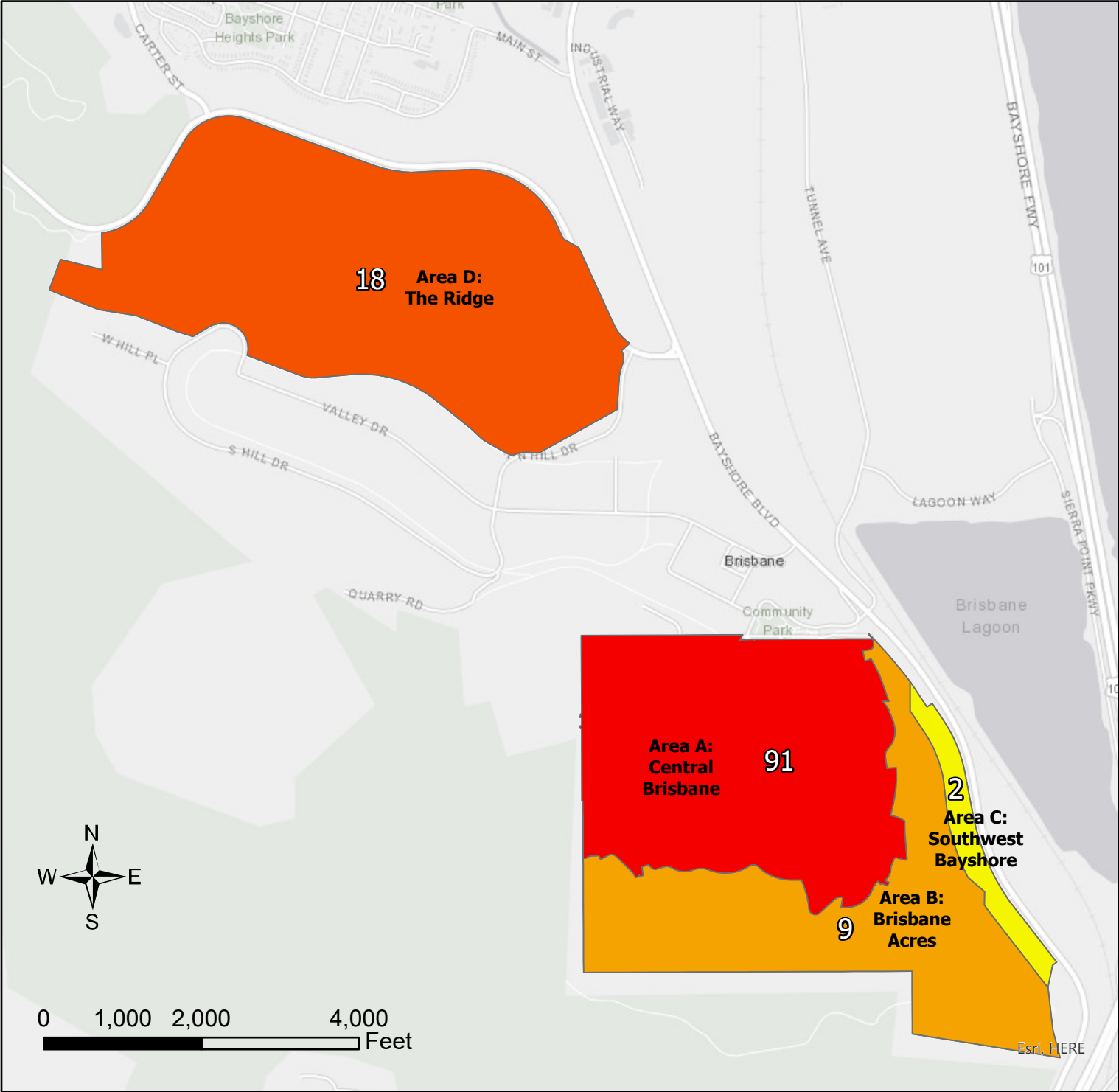
- ii. What characteristics make the design of the development appealing to you? (Mark all that apply).
 - A| Building setbacks - **58**
 - B| Building height - **51**
 - C| Location and configuration of parking - **43**
 - D| Screening - **13**
 - E| Landscaping - **51**
 - F| Building articulation - **46**
 - G| Relationship with neighboring structures - **39**
 - H| No preferences - **24**
 - I| Other – **11**

- iii. What improvements would you make to the design of the development? (Mark all that apply).
 - A| Building setbacks - **15**
 - B| Building height - **6**
 - C| Location and configuration of parking - **7**
 - D| Screening - **22**
 - E| Landscaping/plantings - **39**
 - F| Building articulation - **30**
 - G| Relationship with neighboring structures - **19**
 - H| No preferences - **41**
 - I| Other – **15**

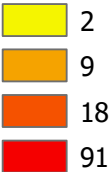
Image 15

- iv. How appealing do you consider the design of the development shown in the image?
- A| Very Unappealing - **14**
 - B| Somewhat Unappealing - **19**
 - C| Neither Appealing nor Unappealing - **10**
 - D| Somewhat Appealing - **41**
 - E| Very Appealing – **42**
- v. What characteristics make the design of the development appealing to you? (Mark all that apply).
- A| Building setbacks - **55**
 - B| Building height - **68**
 - C| Location and configuration of parking - **49**
 - D| Screening - **16**
 - E| Landscaping - **25**
 - F| Building articulation - **77**
 - G| Relationship with neighboring structures - **20**
 - H| No preferences - **23**
 - I| Other – **16**
- vi. What improvements would you make to the design of the development? (Mark all that apply).
- A| Building setbacks - **5**
 - B| Building height - **6**
 - C| Location and configuration of parking - **9**
 - D| Screening - **19**
 - E| Landscaping/plantings - **51**
 - F| Building articulation - **13**
 - G| Relationship with neighboring structures - **26**
 - H| No preferences - **48**
 - I| Other – **16**

Residential Design Visual Preference Survey Participation Numbers



Survey Participants



Objective Standards Photo Survey: Results

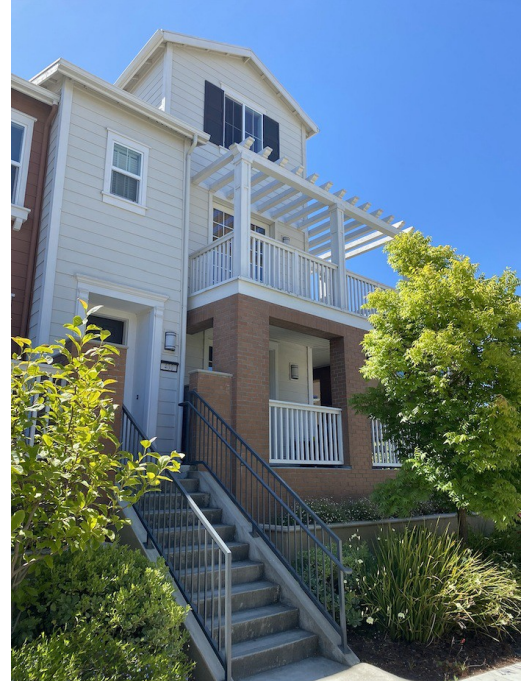
October 11, 2021

The results of an “Objective Standards Photo Survey” conducted by the City of Brisbane, and its consultants Good City Company over July and August of 2021 are presented here. An accompanying memo provides discussion of key results and additional context.

Please note that subject-related results (Questions 10-31) are presented first and that demographic responses (Questions 1-9) are included at the end of this document. Twenty eight email addresses were collected in response to Question 32 and were added to the City’s project mailing list. The individual email addresses have been removed from these published survey results.

TOWNHOUSES - Example 1 of 3 (Questions 10-11)

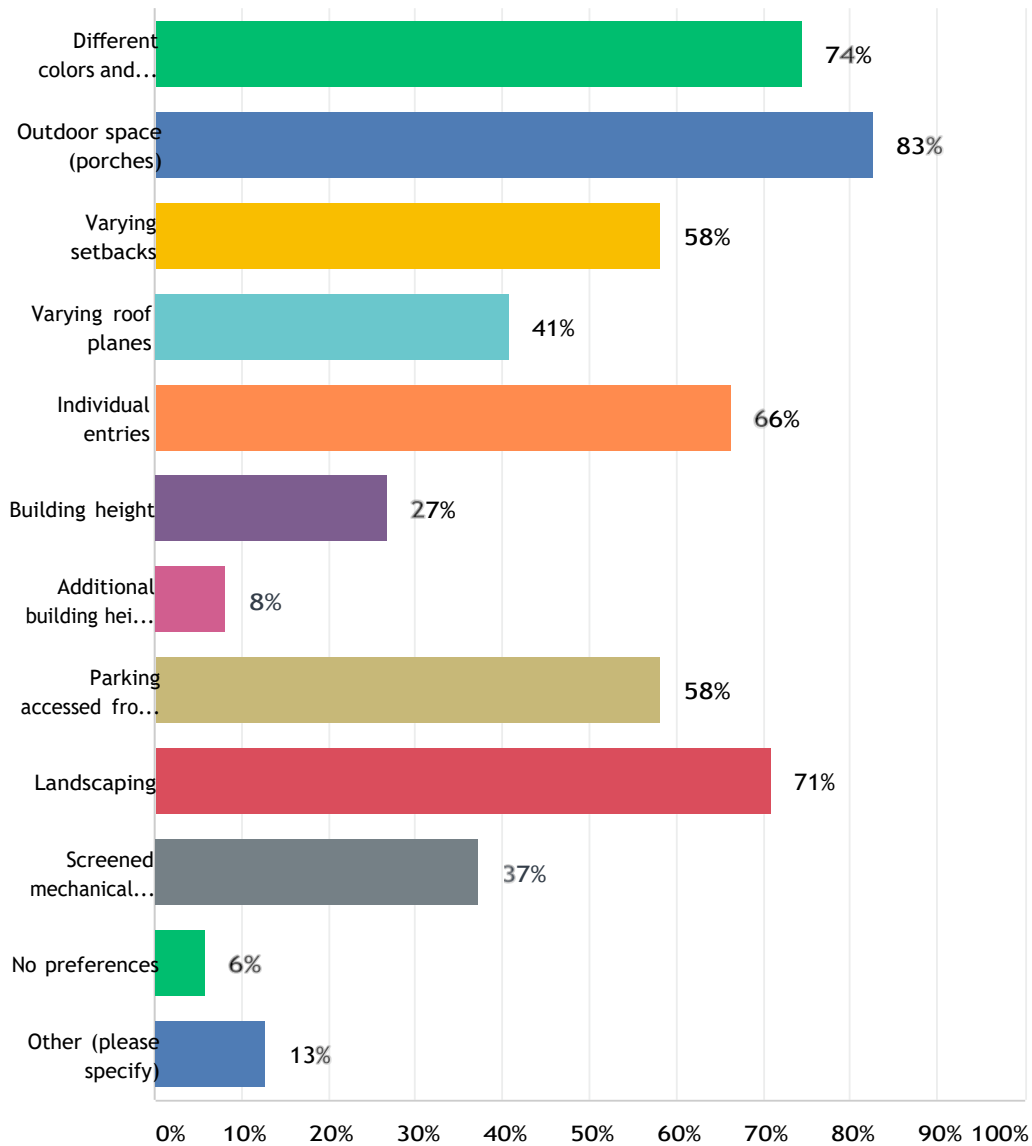
Townhouses are multi-floor homes that share one to two walls with adjacent homes and have their own entrances. Townhouses can be rented, or owned if established as a condominium development. In Brisbane, townhouses are allowed in the **R-2 and R-3 Residential zoning districts**. The number of units depends on the size of the lot they are built on.



These photographs show a townhouse development recently completed in a neighboring city on the Peninsula. The project includes individual entries and using color, setback, and material changes to differentiate each home. The project also features multiple exterior materials, overhangs and projections, planting areas, outdoor private space, visually screened mechanical equipment, and parking accessed from the rear of the units.

Q10 What design elements do you find appealing? Check all that apply.

Answered: 86 Skipped: 19



#	OTHER (PLEASE SPECIFY)	DATE
1	I like the different windows and window treatments.	9/1/2021 10:58 AM
2	too many people	8/1/2021 7:37 PM
3	The buildings are pretty. It would give the areas in Brisbane a lot more personality. A lot of buildings on Visitation, are tired and flat. I would love to see more personality and character to our little town. I would love to see more of a "Craftman" type of home in Brisbane.	7/23/2021 4:57 PM
4	Didn't understand 'Additional building height at corners'.	7/22/2021 4:10 PM
5	Vintage and classic styling.	7/22/2021 6:14 AM
6	No more townhomes	7/8/2021 4:06 PM
7	*No more than 3 stories high	7/7/2021 8:25 PM
8	5	7/7/2021 7:36 PM
9	As varied and unique as possible. No cookie cutter buildings. I think the quality of materials is more important. Look at old and newer parts of Sausalito and you will see what I mean. Marin City. The setback is important in this regard as well. Room for design elements (atriums, breezeways, etc.) is key.	7/3/2021 6:33 AM
10	Architectural details and fact that these would blend nicely with single family homes and not look obtrusive.	7/2/2021 12:00 PM
11	Above grade first floor	7/1/2021 3:01 PM

Q11 Please tell what else you do or do not like about this development.

Answered: 27 Skipped: 78

#	RESPONSES	DATE
1	I don't really like the cement stairs, or maybe it's the entryway feels cold.	9/1/2021 10:58 AM
2	trees are too big for such new construction.	8/27/2021 10:30 PM
3	I like the wide sidewalks, which encourages pedestrians/joggers.	8/21/2021 4:28 PM
4	No Garages-No Parking	8/17/2021 9:34 AM
5	The units in the photos are quite unattractive even though they incorporated the design elements I have checked. The elements are haphazard and thrown together in a need to fulfill a checklist rather than for an aesthetic purpose.	8/16/2021 8:51 AM
6	These are popping up everywhere and ultimately looks generic. The most interesting thing about walking around in Brisbane is all the home styles that were created over the years. These just scream mid-2010s.	8/14/2021 7:22 AM
7	visible balconies looks unappealing when it gets cluttered with hanging laundry or is used for storage	7/28/2021 8:07 AM
8	Don't like the additional building height at corners	7/27/2021 6:58 PM
9	I like the downward facing street lamps. I like the porches on the units. I'd prefer to see bigger eaves, as the additional shade would help with cooling on large stucco / hardi sided walls.	7/26/2021 8:34 AM
10	Doesn't look like you get much privacy. Buildings butt up to others and you're at the mercy of your neighbors to not be rowdy and keep their outside area looking pristine. I also would not like the condos to be too tall. I would love to see "Craftsman" type of design to these homes. Go the extra mile and make them look like something you'd want to go home to.	7/23/2021 4:57 PM

11	Too boxy, window shapes look mismatched; taller height at corner is odd; brick and wood seem to clash; entry stairs impossible for strollers or people with limited mobility.	7/22/2021 7:47 PM
12	I do not see any green space/garden space for the units.	7/22/2021 4:41 PM
13	It looks conservative and tasteful -- not interested in wild designs which may age quickly.	7/22/2021 4:10 PM
14	The street parking spaces not maximized due to curve in sidewalk	7/22/2021 3:43 PM
15	Too many different colors on the corner. Looks like a clown disguise. No body is fooled.	7/22/2021 6:14 AM
16	No concerns with this ktype of housing.	7/17/2021 4:04 PM
17	The landscaping could be more appealing (plant choices are pretty generic), the setbacks could be larger and the third floor rooms at the end of the buildings look odd and probably not very useful in a floorplan	7/15/2021 9:05 PM
18	I don't care for the corner unit and the height of the corner, I think I would prefer the top to be the full space of the corner unit. Looks strange like it's just one bedroom. Have it match the lower floor width	7/13/2021 8:59 PM
19	I feel like individual housing is the best	7/8/2021 4:06 PM
20	like the large patio/porch spaces on the corner unit - very inviting	7/8/2021 8:45 AM
21	*It's unclear whether these homes have sufficient parking available. *Are these homes ADA compliant? They don't look like it. *There should be solar panels on the rooftops.	7/7/2021 8:25 PM
22	All the new Multi dwelling's should be limited to two stories.	7/7/2021 7:36 PM
23	I like the wooden arbor	7/7/2021 10:21 AM
24	I DO NOT like the homogenized look of these type of buildings, in addition to the inexpensive materials that do not hold up to basic weathering and wear and tear. Central Brisbane is unique and beautiful and the variety of materials, styles is what makes it.	7/3/2021 6:33 AM
25	Nothing	7/2/2021 12:00 PM
26	While there is attractive landscaping in the front of these buildings, none of it is flat. More flat spaces would be conducive to impromptu neighbor gatherings a more human feel to the area and a connected community.	7/1/2021 3:01 PM
27	I would not live in a development-- no uniqueness	7/1/2021 2:27 PM

TOWNHOUSES – Example 2 of 3 (Questions 12-13)

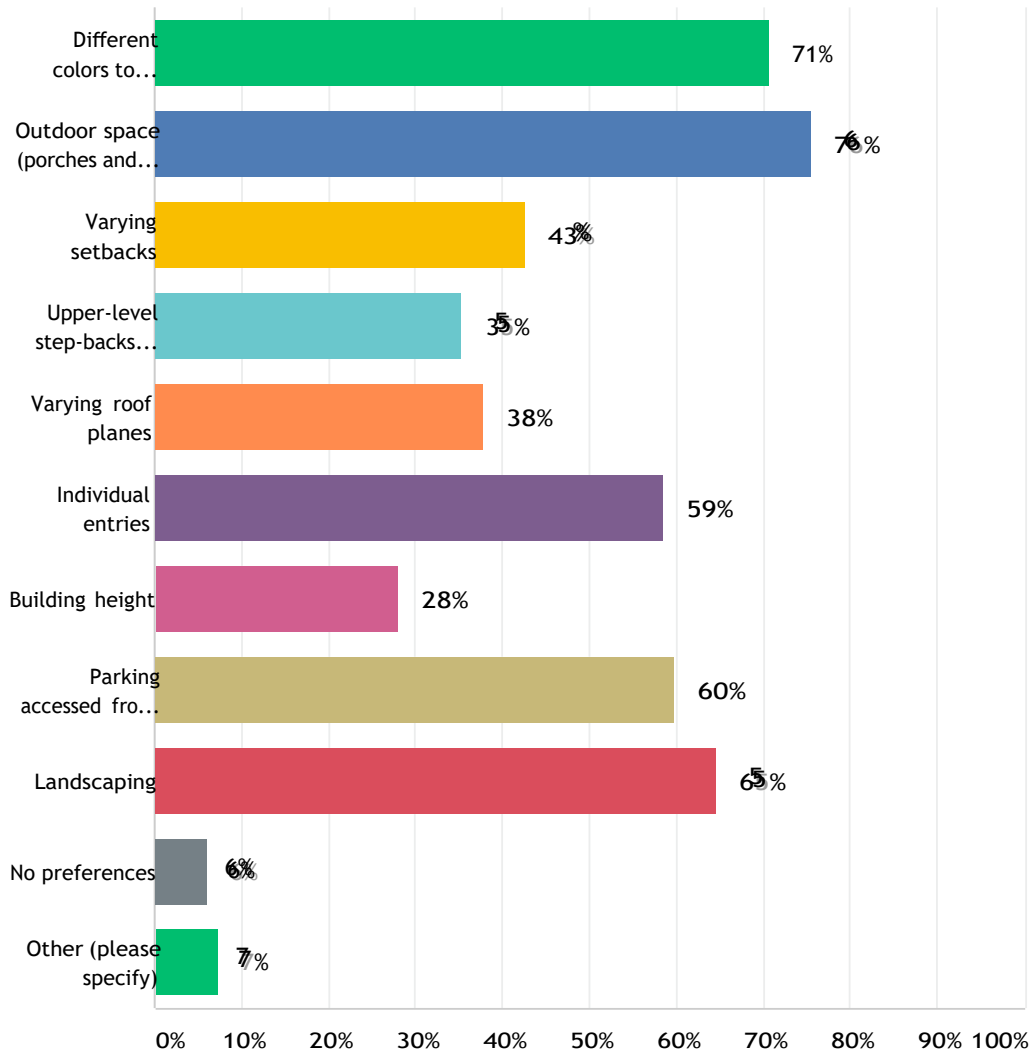
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These photographs show the main and alley sides of a townhouse development recently completed in a neighboring city on the Peninsula. The project includes individual entries and uses color and setback changes to differentiate each home. It also includes overhangs and projections, planting areas, outdoor private space, upper-level step-backs (partial), an entry level elevated above the sidewalk, and parking accessed from a rear alley or garage court.

Q12 What design elements do you find appealing? Check all that apply.

Answered: 82 Skipped: 23



#	OTHER (PLEASE SPECIFY)	DATE
1	I like this much better than the last one. Front garden areas are really nice, very Brisbane. Very individualized homes.	9/1/2021 10:59 AM
2	Much better looking than the first photo. Looks like different houses, really.	7/22/2021 6:16 AM
3	*No more than 3 stories high.	7/7/2021 8:31 PM
4	#2 looks like #2	7/7/2021 7:39 PM
5	Viable individual front yards	7/2/2021 12:03 PM
6	Glat fron yards are conducive to neighbors gathering with each other.	7/1/2021 3:04 PM

Q13 Please tell what else you do or do not like about this development.

Answered: 31 Skipped: 74

#	RESPONSES	DATE
1	These look a bit too cookie-cutter.	8/31/2021 5:11 PM
2	Top photo - no setback, insufficient landscaping.	8/30/2021 11:10 PM
3	High population density.	8/29/2021 6:50 PM
4	Needs more texture and more variety in set backs	8/28/2021 2:16 PM
5	I dislike that off the bat, color is the only quick, easy way to differentiate the homes from each other. Other than color, they seem very monotonous.	8/21/2021 4:30 PM
6	To close together	8/17/2021 9:34 AM
7	Even though I feel the structures in one of the photos are too close to the sidewalk, the overall aesthetics are better than in Example 1	8/16/2021 8:58 AM
8	A little better than the first example, but still very generic.	8/14/2021 7:23 AM
9	I prefer the set back, yards, and landscaping of photo 2	8/12/2021 7:55 PM
10	white trim seems to highlight the height of the structure.	7/28/2021 8:11 AM
11	Don't like that set-backs are missing on individual units -- they look too flat from top to bottom.	7/27/2021 7:00 PM
12	The eaves are way too small, and the arched window and the one oval window are so out of place. I also think fake lites in the windows should be banned altogether (along with fake shutters.)	7/26/2021 8:38 AM
13	I like the diversity of the first one better; the second here is less visually interesting to me.	7/25/2021 10:33 PM
14	Much better than prior development; looks like a true neighborhood with a front yard, etc.	7/22/2021 7:48 PM
15	I really like the yards/gardens and the character they provide for each home.	7/22/2021 4:42 PM
16	They look attractive to me, and give the owners a real sense of individuality and pride of ownership.	7/22/2021 4:13 PM
17	Lack of setbacks and yards.	7/22/2021 6:16 AM
18	No preferences	7/19/2021 3:13 PM
19	The to[example looks too repetative.	7/17/2021 4:07 PM
20	These are much better than the first example. Front yards could be bigger, if possible. Large front porch on the house on the right is really nice as is the trellis in front of the house at the end.	7/15/2021 9:11 PM
21	Looks like a nice housing project.	7/13/2021 5:12 PM
22	*Is it ADA compliant? It should be. *Is there sufficient street parking? There should be. *Are there solar panels on the rooftops? There should be.	7/7/2021 8:31 PM
23	As stated #2 looks like #2	7/7/2021 7:39 PM
24	These are less visually appealing somehow as compared to the first one	7/7/2021 10:25 AM
25	Lack of privacy in backyard	7/5/2021 10:48 AM
26	Front looks very close to sidewalk.	7/3/2021 6:55 AM
27	Do not like the same type materials/texture.	7/3/2021 6:35 AM
28	Not enough space between buildings so the alley is narrow	7/2/2021 7:18 PM

E.

You have shown two VERY DIFFERENT townhome designs. You should allow us to comment on them separately since they each have a different look. The first one is void of architectural features while the second one has lots of nice details.

30	The garage in front, with no setback is cold and very uninviting. It discourages community interaction and hinders the development of community.	7/1/2021 3:04 PM
31	Same comment	7/1/2021 2:28 PM

TOWNHOUSES – Example 3 of 3 (Questions 14-15)

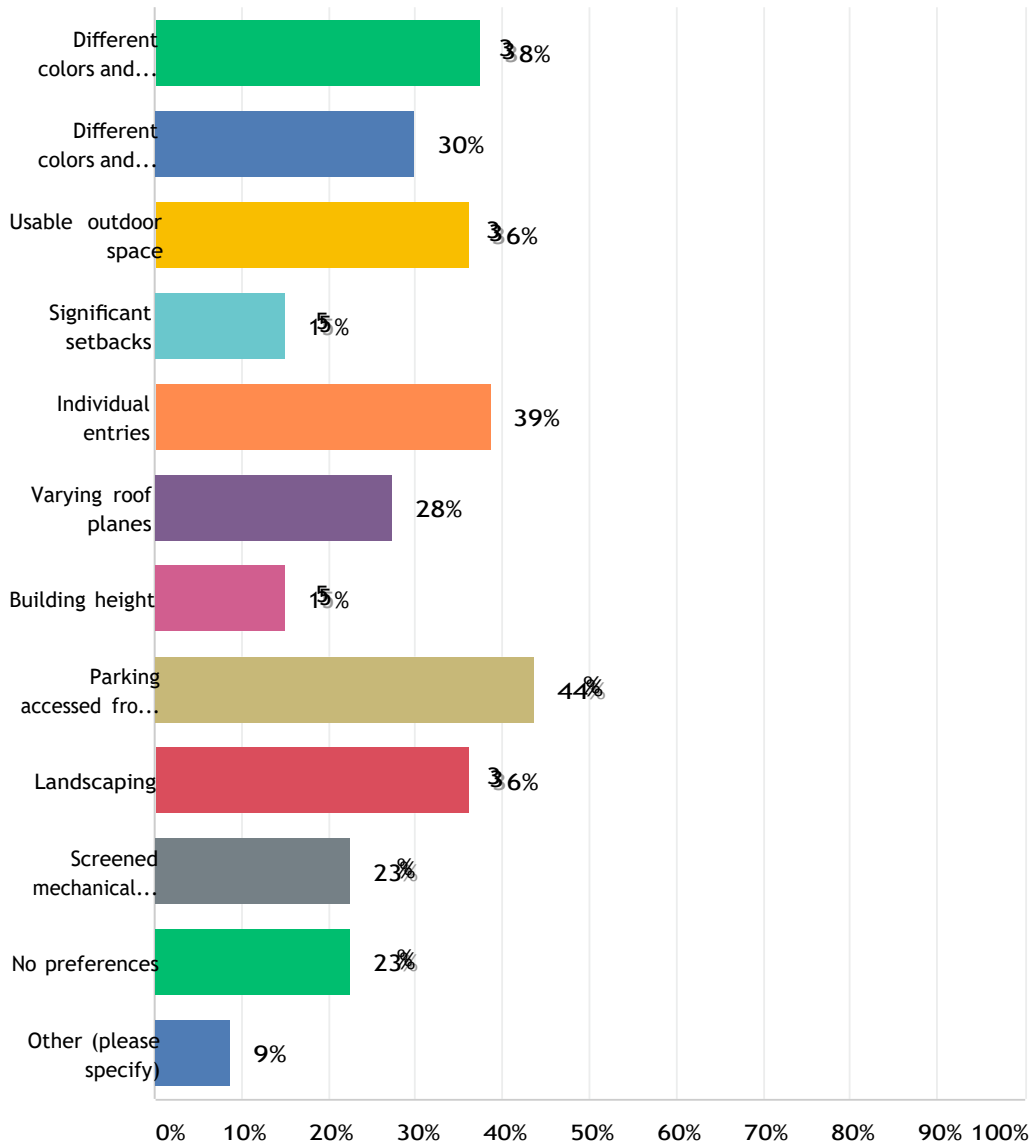
Townhouses are multi-floor homes that share one to two walls with adjacent homes and have their own entrances. Townhouses can be rented, or owned if established as a condominium development. In Brisbane, townhouses are allowed in the **R-2 and R-3 Residential zoning districts**. The number of units depends on the size of the lot they are built on.



This photograph shows a three-story townhouse development recently constructed in a neighboring city on the Peninsula. The project includes differing colors and materials at the ground floor, varying rooflines, setbacks and step-backs to articulate a long façade, usable outdoor space with fencing of limited height along the sidewalk, and parking accessed from rear alley or garage court (not pictured).

Q14 What design elements do you find appealing? Check all that apply.

Answered: 80 Skipped: 25



#	OTHER (PLEASE SPECIFY)	DATE
1	Not right for Brisbane.	9/1/2021 11:02 AM
2	looks like an institution	8/1/2021 7:39 PM
3	Nothing	7/22/2021 7:49 PM
4	None of the above this design is garbage.	7/7/2021 7:41 PM
5	Combination of wood, glass and metal is beautiful!	7/3/2021 6:58 AM
6	nothing is appealing about this design	7/1/2021 3:28 PM
7	Don't like it	7/1/2021 2:28 PM

Q15 Please tell what else you do or do not like about this development.

Answered: 37 Skipped: 68

#	RESPONSES	DATE
1	I like it but not for Brisbane. Not a "hometown feel" but rather a housing strip on El Camino Real	9/1/2021 11:02 AM
2	Like the more modern look of these as opposed to the previous 90s look.	8/31/2021 5:12 PM
3	Would prefer more landscaping and common area seating or pathways around building.	8/30/2021 11:12 PM
4	Ugly	8/29/2021 6:50 PM
5	This is off putting to me. Please don't ever build anything like this in Brisbane.	8/28/2021 2:20 PM
6	Too crowded	8/17/2021 9:35 AM
7	Not much landscaping	8/16/2021 12:58 PM
8	Aesthetically this is the most pleasing of the examples. Color, materials, and articulation are complementary and well-balanced. The overall structure is fairly massive and imposing so its location and proximity to existing builds is important.	8/16/2021 9:12 AM
9	I find this design relatively cold, and it does not feel like a community neighborhood	8/12/2021 7:58 PM
10	needs more camouflage on the ground level like how Santa Row in Santa Clara has murals painted on the buildings or like Stanford mall in Palo Alto has murals in the off shoots from the main mall walkway. The artwork provides visual interest.	7/28/2021 8:15 AM
11	Too modern; don't like the materials, almost too industrial-looking.	7/27/2021 7:02 PM
12	I think the eaves should be even bigger, but at least it's a start.	7/26/2021 8:40 AM
13	This has the feeling of something modern at the moment that might look dated in a couple of years.	7/25/2021 10:34 PM
14	Too modern for Brisbane	7/23/2021 11:27 PM
15	This building looks like it could be an office building or anything else, but not someone's home.. Nothing individual to tell whose home is whose. There is minimal green space. I wouldn't feel safe living on the ground floor. Don't like this one at all.	7/23/2021 5:19 PM
16	Least favorite, personal preference and previous negative experience.	7/22/2021 9:51 PM
17	Too urban/modern. Not good for Brisbane.	7/22/2021 7:49 PM
18	Outdoor space seems paltry.	7/22/2021 4:42 PM
19	Love many looking modern structures, but prefer the previous ones. However, am aware that cost has much to do with the final product...	7/22/2021 4:20 PM
20	What useable space? What significant setbacks? It's built right up to the sidewalk. Out door setting and display space is important these day.	7/22/2021 6:18 AM
21	I do not like this style of architecture. It looks too institutional	7/17/2021 4:08 PM
22	This is hideous. Can't even tell where the entry doors are, the colors are awful, there are no plants, there is no setback from the street, the balconies face a four lane street.	7/15/2021 9:15 PM
23	This is too modern for Brisbane. I can't identify the features that make it so. Perhaps the flat roof and generally flat facade.	7/14/2021 1:34 PM
24	Do not like the development at all. No character and boxy looking dark colors and doesn't look like town homes	7/13/2021 9:03 PM
25	I don't like the "standard" monotone look	7/13/2021 6:11 PM
26	This is awful. Does not fit the charm of Brisbane. Very boxy too.	7/13/2021 5:16 PM

27	The 'usable' outdoor space seems very small and impractical to actually use	7/9/2021 8:46 PM
28	To official/industrial looking	7/8/2021 4:08 PM
29	*These look ugly, like poorly designed college dormitories. *Ugly colors. *Is it ADA compliant? It should be. *Is there sufficient street parking? There should be. *Are there solar panels on the rooftops? There should be.	7/7/2021 8:35 PM
30	The design is horrible.	7/7/2021 7:41 PM
31	Ugly. Modern boxy design is just ugly. A huge "no" from me.	7/7/2021 10:26 AM
32	No charm	7/5/2021 10:48 AM
33	The pseudo decks on street level are rarely used/well and just collect garbage and have poor lighting.	7/3/2021 6:37 AM
34	It looks like an apartment house.	7/2/2021 10:20 PM
35	Too dense	7/2/2021 7:19 PM
36	Very flat front. Too much concrete in front and stucco. The porches are a nice touch but the building still has too much flat frontage. The large amount of stucco at the bottom makes this look like a commercial building. The ground-level doorways are like hollow holes and very unwelcoming.	7/2/2021 12:06 PM
37	do not like this design at all	7/1/2021 3:28 PM

MULTI-FAMILY RESIDENTIAL (1-3 STORIES) (Questions 16-17)

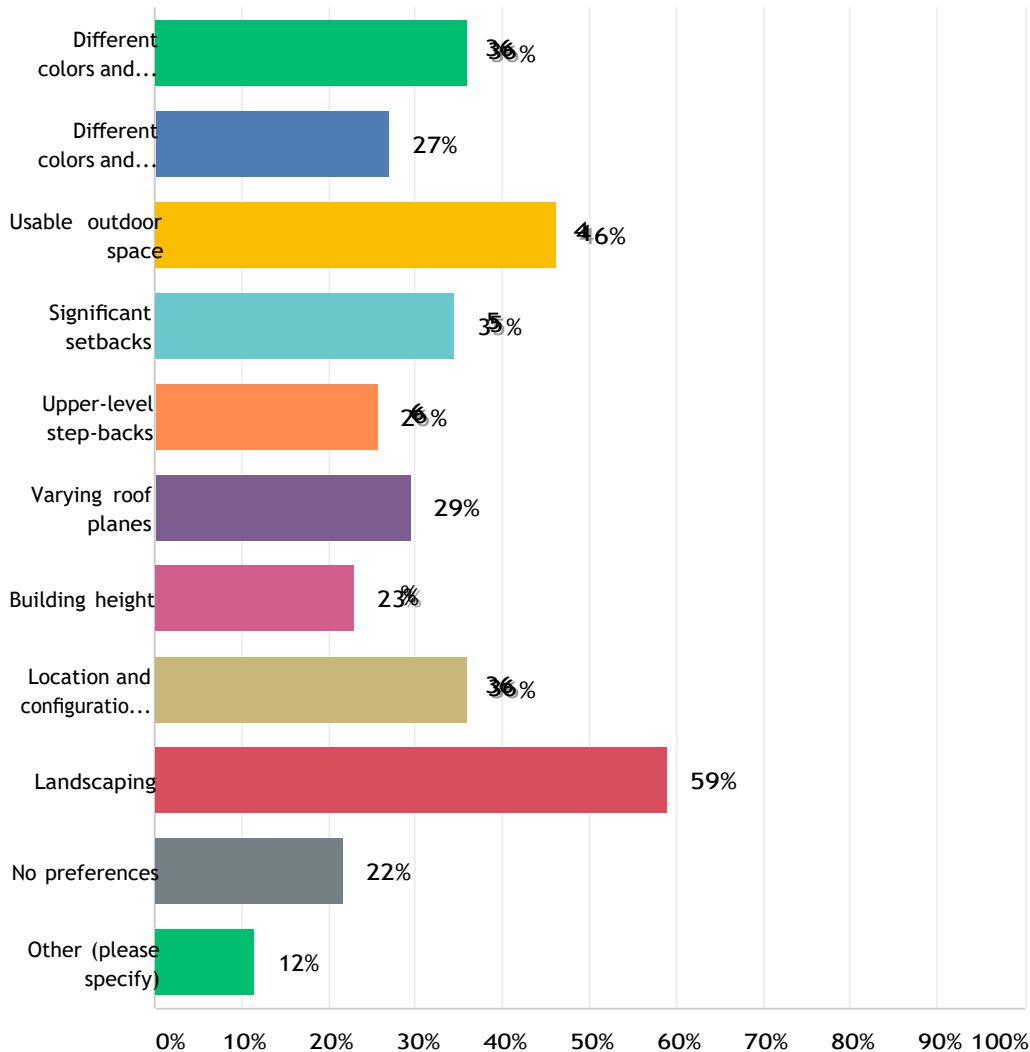
“Multi-family Housing” includes apartment buildings (multiple rental units in the same building) that are up to three stories tall. Given the maximum height limit of 30-35 feet for such buildings (depending on the zoning district), three stories is typically the maximum height for any new multi-family housing in Brisbane.



This photograph shows a three-story multifamily development recently completed in a neighboring city on the Peninsula. The project includes differing colors and materials at the ground floor, significant setbacks, and varying rooflines to articulate a long façade, usable outdoor space with fencing of limited height along the sidewalk, a stepdown of building height near neighboring low-rise buildings, and residential parking accessed from a single garage entry.

Q16 What design elements do you find appealing? Check all that apply.

Answered: 78 Skipped: 27



#	OTHER (PLEASE SPECIFY)	DATE
1	Underground parking is nice.	9/1/2021 11:08 AM
2	looks too busy	8/1/2021 7:40 PM
3	different textures w/similar earth tones & natural color pallet	7/28/2021 12:20 PM
4	This one is not something I'd want to live in. It looks like an apartment building with mostly flat walls. No character.	7/23/2021 5:23 PM
5	*Three stories high or less, as it should be.	7/7/2021 8:39 PM
6	Lower buildings heights with decks	7/7/2021 7:46 PM
7	Visually appealing. Looks like a mix of house and condo.	7/3/2021 7:00 AM
8	do not like the design	7/1/2021 3:29 PM
9	Don't like it. Dobnot wantvadjoining walls	7/1/2021 2:29 PM

Q17 Please tell us what else you do or do not like about this development.

Answered: 26 Skipped: 79

#	RESPONSES	DATE
1	I would have liked to see other examples. This complex is very outdated.	9/1/2021 11:08 AM
2	Windows are small, color variation between units should be more noticeable and bright. Has boxy look.	8/30/2021 11:14 PM
3	Ugly	8/29/2021 6:51 PM
4	This looks too cookie cutter	8/28/2021 2:22 PM
5	Could block neighbor's view	8/17/2021 9:37 AM
6	I understand the need for high-density housing. The overall design of these structures is fine but the location in town will be the most critical factor.	8/16/2021 9:18 AM
7	It would be nice to have signage or visible markings for pedestrians that cars come may frequently come in/out of garage.	7/28/2021 12:20 PM
8	don't like the material	7/27/2021 7:03 PM
9	I like this one.	7/26/2021 8:41 AM
10	Don't like the overall look, too boxy and dark	7/22/2021 7:49 PM
11	Nice looking units, but none so far have the charm of the initial offering.	7/22/2021 4:22 PM
12	Too many landscapes	7/22/2021 3:48 PM
13	Photo number two is best except this one has more green space. Otherwise too modern. Our town is cute. This is too modern and boxy to fit in.	7/22/2021 6:20 AM
14	The lower example looks too cluttered and "busy."	7/17/2021 4:10 PM
15	This is a pretty good looking apartment building. The pipes sticking out of the ground next to the garage entrance look kind of odd.	7/15/2021 9:18 PM
16	Do not like the earth tones not much of a difference in the colors not very appealing even with all the varying set backs	7/13/2021 9:05 PM
17	Too tall and boxy.	7/13/2021 5:16 PM
18	like the stepdown of building height near neighboring shorter buildings	7/8/2021 8:49 AM
19	*Boring colors, but not horrible. *Is it ADA compliant? It should be. *Is there sufficient street parking? There should be. *Are there solar panels on the rooftops? There should be.	7/7/2021 8:39 PM
20	Buildings over two stories should a no go, and for the most part these homes look like trash.	7/7/2021 7:46 PM
21	Too cookie cutter!	7/7/2021 10:29 AM
22	Don't like the garage	7/5/2021 10:49 AM
23	Too many units; doe not fit with current housing	7/2/2021 7:20 PM
24	First photo has large expanses of brick and wood blank walls.	7/2/2021 12:09 PM
25	design is boring	7/1/2021 3:29 PM
26	Monochromatic, no feeling of a home; from the appearance it could be homes or offices.	7/1/2021 3:06 PM

MULTI-FAMILY RESIDENTIAL (4-5 STORIES) – Example 1 of 2 (Questions 18-19)

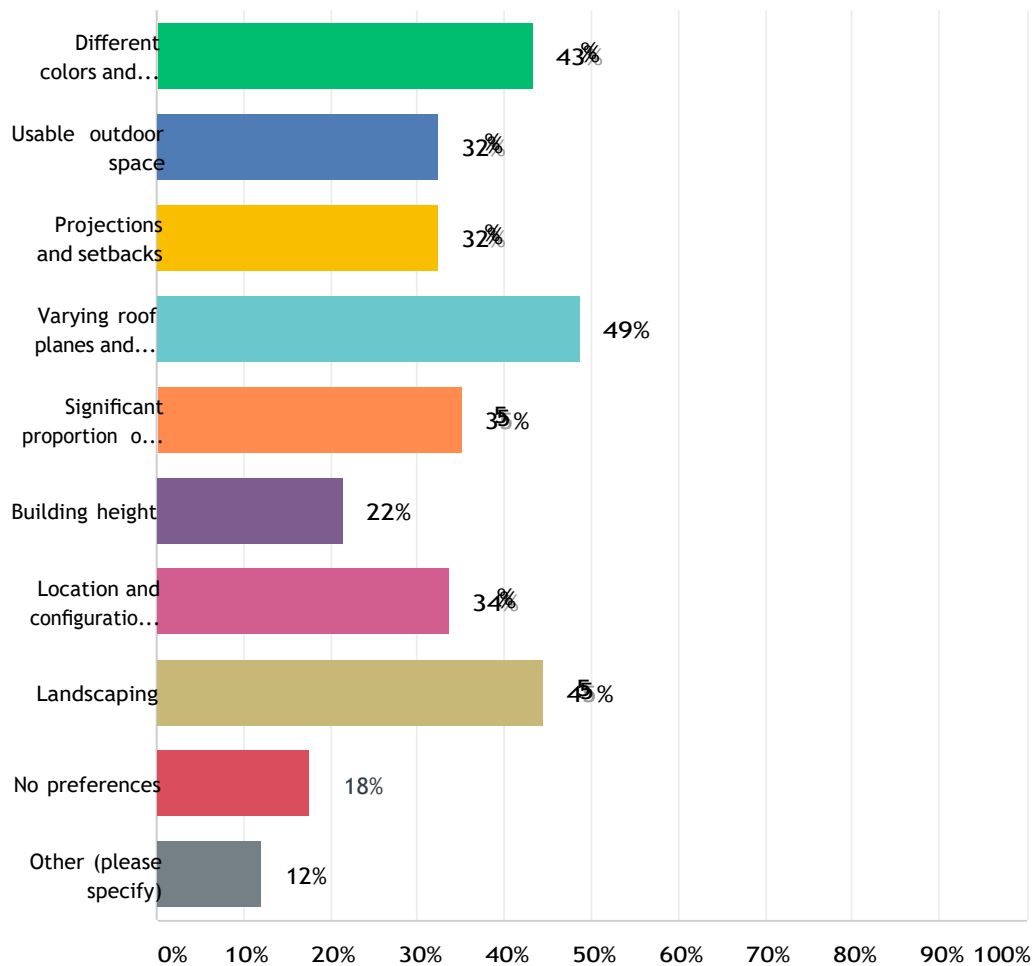
In Brisbane, the height of residential and mixed-use buildings is typically limited to three stories. However, the City needs to be prepared to consider developments that exceed the maximum height limit if developers request an adjustment to the height limit as part of a “density bonus” request under State density bonus law [2] and streamlining laws like Senate Bill (SB) 35 [3] that allow developers to exceed or modify local development standards as a condition of providing affordable housing. Adopting design standards for taller developments will help the City to control the design of such developments to make sure they are sensitive to surrounding development.



This photograph shows a four-story multifamily development recently built in a neighboring city on the Peninsula. The project includes differing colors, textures, and materials at the lower levels, varying setbacks, protrusions and varying rooflines to articulate the long façade (including a significant proportion of step-backs along the fourth floor), usable outdoor space with fencing, and residential parking accessed from a single garage entry along the main road.

Q18 What design elements do you find appealing? Check all that apply.

Answered: 74 Skipped: 31



#	OTHER (PLEASE SPECIFY)	DATE
1	This Mediterranean look is much better than the dated photos from the Multi-family example.	9/1/2021 11:08 AM
2	Beautiful design, reminds me of southern CA (San Diego, Santa Barbara) with a modern twist.	8/30/2021 11:15 PM
3	Just NO.	8/16/2021 9:21 AM
4	DEFINATELY way too large and tall. for this town'	8/1/2021 7:41 PM
5	didn't find anything aesthetically pleasing but this question required an answer in order to proceed with survey.	7/28/2021 12:25 PM
6	Getting more obtrusive to me, but still very attractive.	7/22/2021 4:30 PM
7	The upper level isn't set back.	7/22/2021 6:22 AM
8	tile roof	7/15/2021 8:53 AM
9	Don't like it	7/3/2021 7:02 AM

Q19 Please tell us what else you do or do not like about this development.

Answered: 27 Skipped: 78

#	RESPONSES	DATE
1	Nice premium roofing. Looks classy.	8/31/2021 5:14 PM
2	Better use of color, texture and contrasting architectural elements than the previous 2 examples. Not crazy about 4 stories but this one is pretty well done.	8/28/2021 2:25 PM
3	They are just apts.	8/17/2021 9:39 AM
4	I am not in favor of any structure over 3 stories in Brisbane. PERIOD.	8/16/2021 9:21 AM
5	The size and height of these seem too big for Brisbane.	8/14/2021 7:33 AM
6	Honestly this survey makes no sense to me. I don't differentiate between these types of housing	8/13/2021 7:05 PM
7	don't care for the 4 story height--too high for a small city of Brisbane. More appropriate for a larger city. Not enough setback, feels crowded.	7/28/2021 12:25 PM
8	don't like the style with tile roof and iron railings	7/27/2021 7:06 PM
9	The stucco walls will just bake all day and everybody will run their air conditioners all day to make up for it. Brisbane doesn't seem like the right setting for this spanish style architecture.	7/26/2021 8:43 AM
10	Can't really see the outdoor space	7/25/2021 10:37 PM
11	Gorgeous! Love the roof, balconies, overall flow.	7/22/2021 7:50 PM
12	You can never go wrong with Mediterranean architecture -- i.e., Stucco, tile roofs, and a creative archway here and there.	7/22/2021 4:30 PM
13	May be too dense for City of Brisbane.	7/19/2021 11:01 AM
14	Building height	7/17/2021 10:51 AM
15	This is pretty horrible. I don't really see much differentiation in color or texture; this building looks like it would just get dirty fast, like a white carpet. There is no landscaping other than some scrubby bushes and there are no setbacks from the street. I bet the rent on this building is incredibly overpriced because of all the faux "Spanish" touches. The balconies are too small to be usable for anything.	7/15/2021 9:24 PM
16	Not as bad for being a large complex - could use a little more Color something not so drab	7/13/2021 9:07 PM
17	Generally do not believe this is good for our town.	7/13/2021 5:17 PM
18	This is a big square mess with uselessly small balconies and no real style to it.	7/9/2021 8:48 PM
19	I like some step-back of upper level, but this seems a bit extreme & like a loss of potential additional housing space/units	7/8/2021 8:52 AM
20	*I do not want construction higher than 3 stories. *Is it ADA compliant? It should be. *Is there sufficient street parking? There should be. *Are there solar panels on the rooftops? There should be.	7/7/2021 8:39 PM
21	These actually don't look to bad but again to high. The state has thumbed its nose at the federal government we should do the same to the state.	7/7/2021 7:51 PM
22	The aesthetic is beautiful. Spanish style, curved wrought iron railings, tile roof.	7/7/2021 10:31 AM
23	Looks huge, like it is an institution or government building.	7/3/2021 7:02 AM
24	Not enough setback.	7/3/2021 6:48 AM
25	Too big	7/2/2021 7:20 PM
26	Ground floor is not welcoming. It's dark and the low concrete walls make it seem like a fortress where the upper stories feature openness and light.	7/2/2021 12:13 PM
142	Very compact which is not appealing - very congested	7/1/2021 3:31 PM

MULTIFAMILY RESIDENTIAL (4-5 STORIES) – Example 2 of 2 (Questions 20-21)

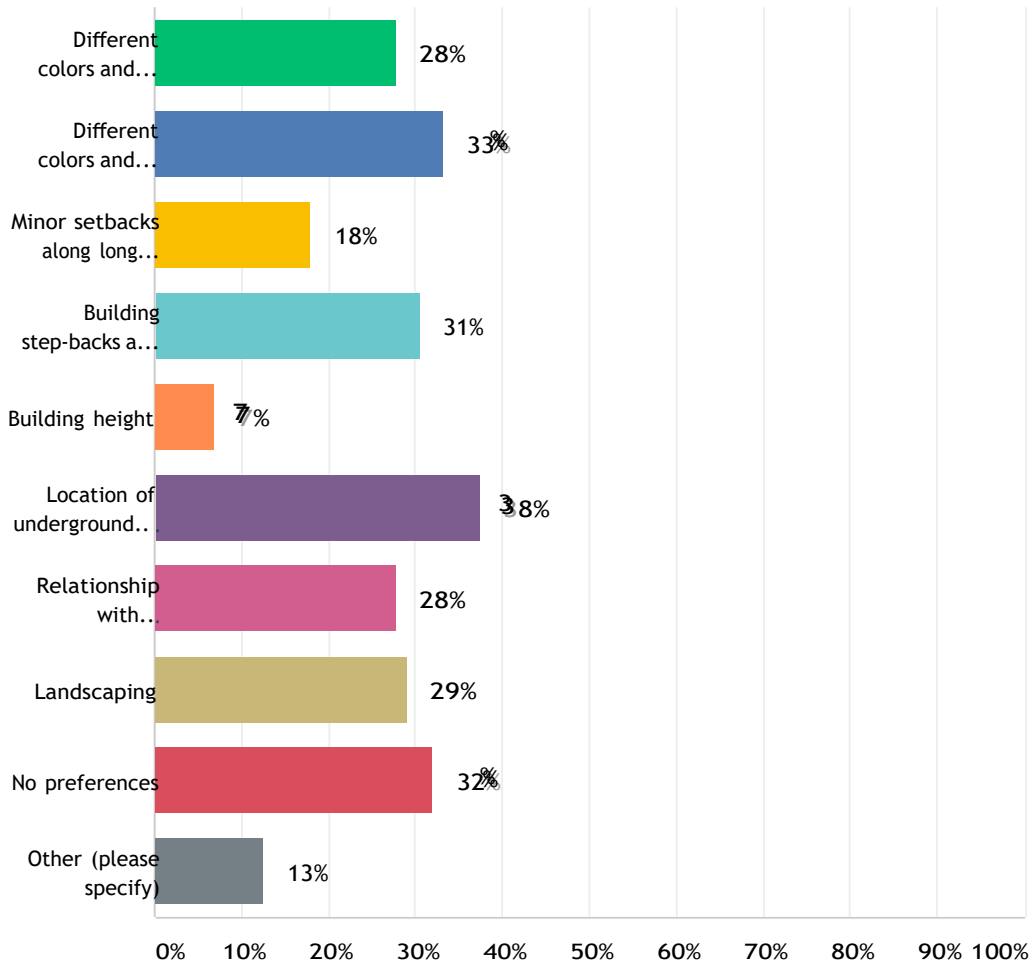
In Brisbane, the height of residential and mixed-use buildings is typically limited to three stories. However, the City needs to be prepared to consider developments that exceed the maximum height limit if developers request an adjustment to the height limit as part of a “density bonus” request under State density bonus or streamlining laws. Adopting design standards for taller developments will help the City to control the design of such developments to make sure they are sensitive to surrounding development.



The image shows a five-story residential project in a neighboring city on the Peninsula. One side of the building faces a lower-height residential neighborhood. The portion of the building adjacent to the lower-height residential buildings includes defined entry doors and stoops, significant step-backs at the fourth floor, and landscaping between the building and sidewalk. The building also features different exterior materials at the ground floor, underground parking not visible from the street, and minor setbacks along street frontages.

Q20 What design elements do you find appealing? Check all that apply.

Answered: 72 Skipped: 33



#	OTHER (PLEASE SPECIFY)	DATE
1	The trees are nice. At the very top steeple, they should have greenery. Sticks out like a sore thumb. Mural, garden rooftop, vines, dripping plants at the windows or balcony filled with greenery.	9/1/2021 11:17 AM
2	Varied building height makes tall building seem less imposing, and more likely to fit in with smaller buildings. Minimizes footprint.	8/30/2021 11:17 PM
3	NO	8/16/2021 9:22 AM
4	ridiculous for Brisbane, keep it small not filled to the brim	8/1/2021 7:42 PM
5	Not much to like	7/22/2021 7:51 PM
6	Way to imposing.	7/22/2021 4:35 PM
7	None looks like friggin crap	7/7/2021 7:53 PM
8	Don't like it.	7/3/2021 7:03 AM
9	not a big fan of this design - too congested	7/1/2021 3:32 PM

Q21 Please tell us what else you do or do not like about this development.

Answered: 26 Skipped: 79

#	RESPONSES	DATE
1	Looks more like a hotel than a residence and something next to a strip mall. Not my preference. Looks like something I'd find in San Jose not Brisbane.	8/31/2021 5:15 PM
2	This seems massive and would look very out of place in Brisbane.	8/28/2021 2:27 PM
3	I thought there was a water shortage?	8/17/2021 9:39 AM
4	Just too tall.	8/16/2021 9:22 AM
5	See previous response	8/13/2021 7:05 PM
6	same as previous 4 story development. Too high for Brisbane and not enough setback. Doesn't blend well with small city feel.	7/28/2021 12:27 PM
7	don't like the tile roof	7/27/2021 7:07 PM
8	The fake foam trim with stucco blown over it always looks cheap and terrible. I say let San Jose and it's neighbors keep this style to themselves. I would rather see solid flat walls than this. An industrial warehouse loft look would be way more fitting than this monstrosity.	7/26/2021 8:46 AM
9	Too big for Brisbane	7/25/2021 9:37 AM
10	Too tall	7/22/2021 7:51 PM
11	Just looking at the intersection where constructed, that certainly shows it is way out of scale for our little community.	7/22/2021 4:35 PM
12	Too big for Brisbane	7/22/2021 6:22 AM
13	Population density out of scale for Brisbane.	7/19/2021 11:02 AM
14	Building height	7/17/2021 10:52 AM
15	There is nothing likable about this building. This is the worse one yet, I have nothing positive to say about it.	7/15/2021 9:27 PM
16	Don't think this would fit in old Brisbane maybe bay lands?	7/13/2021 9:09 PM
17	I don't care for the facade	7/13/2021 6:12 PM
18	*I do not want housing structures higher than 3 stories. *Is it ADA compliant? It should be. *Is there sufficient street parking? There should be. *Are there solar panels on the rooftops? There should be.	7/7/2021 8:39 PM
19	Again to darn high looks like garbage.	7/7/2021 7:53 PM
20	It's not pleasant to look at. Example 1 of the 4-5 stories looked much better.	7/7/2021 10:34 AM
21	Looks like a care home for seniors with disabilities.	7/3/2021 7:03 AM
22	Too much height	7/3/2021 6:49 AM
23	Too big	7/2/2021 7:20 PM
24	Very "confused" architecture. The "columned" upper level porch in the first picture has possibilities, but they didn't carry it through the entire structure. While I usually commend architectural variety, this just looks like the architect threw the baby in with the bathwater to disguise an otherwise ugly stucco building. Absolutely NOTHING welcoming about the ground floor. This looks like ground floor retail with apartments above.	7/2/2021 12:19 PM
25	Very compact - not a fan	7/1/2021 3:32 PM
26	Ugly and cold	7/1/2021 3:08 PM

MIXED-USE (1-3 STORIES) (Questions 22-23)

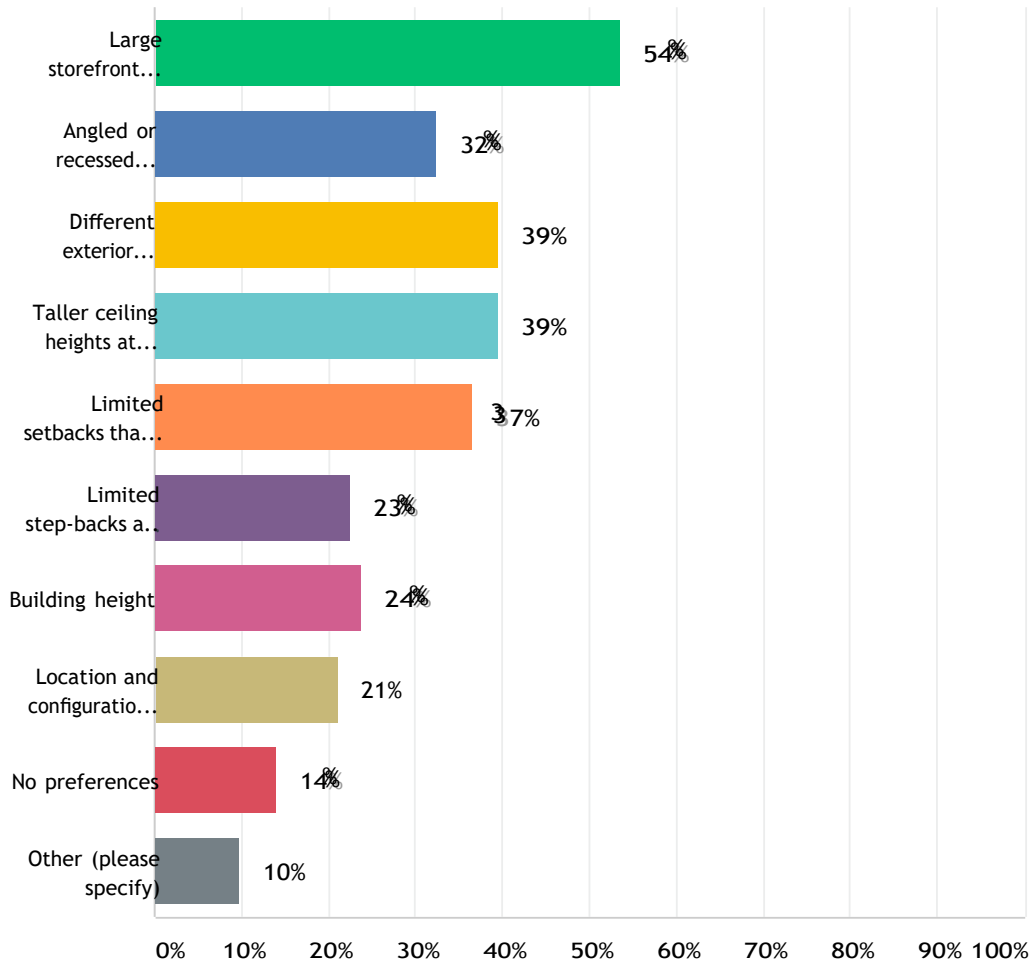
"Mixed-use" projects include any combination of housing and other land uses in the same building or on the same property. The NCRO-2 district includes properties along Visitacion Avenue and the first block of San Bruno Avenue, which include a variety of commercial, residential, and mixed-uses. The district also features small, narrow lots and narrow sidewalks. The next three questions focus on encouraging new residential and mixed-use development that respects the intimate scale of downtown.



The image shows a recently approved mixed-use project on Visitacion Avenue in Brisbane on a typical 25-foot-wide lot. The ground floor includes required residential parking, driveway, a residential entry (door), and leaves approximately one third of street frontage for commercial storefront (less than 600 square feet). The building also includes step-backs and outdoor space at upper floors.

Q22 What design elements do you find appealing? Check all that apply.

Answered: 71 Skipped: 34



#	OTHER (PLEASE SPECIFY)	DATE
1	Seems like it would in with existing downtown along Visitacion Ave. Good proportionality between retail and residential.	8/30/2021 11:19 PM
2	Mixed use.	8/29/2021 6:55 PM
3	BORING	8/1/2021 7:42 PM
4	Balconies	7/22/2021 7:52 PM
5	No architectural gem, but don't dislike a few here and there.	7/22/2021 4:38 PM
6	Nothing appealing about this building	7/13/2021 9:10 PM
7	Upper windows with grids allows it to blend with older structures. The facade over the ground floor is a nice statement of its retail nature.	7/2/2021 12:22 PM

Q23 Please tell us what else you do or do not like about this development.

Answered: 26 Skipped: 79

#	RESPONSES	DATE
1	It's a little bland and cold looking. Like that one built on the 100 or 200 block of San Bruno that is fairly new.	9/1/2021 11:21 AM
2	The concept is fine but this is missing architectural interest and it looks like the 3 stories don't belong together at all - like someone just stacked pieces together. There would need to be more to tie the 3 stories together or at least the top 2 stories and then add more differentiation at the ground floor.	8/28/2021 2:32 PM
3	It's ok	8/17/2021 9:41 AM
4	no commercial needed	8/2/2021 8:28 AM
5	location of parking, better if hidden from main street and safer for pedestrians.	7/28/2021 12:28 PM
6	don't like the flat boxy look; needs more interest with set-backs at upper levels	7/27/2021 7:08 PM
7	If you're not going to have eaves that serve a purpose, than you might as well get rid of them. Visually it's so much more appealing than an almost useless 1' overhang.	7/26/2021 8:48 AM
8	I don't like where the parking is. Would prefer it in the back or alley way.	7/24/2021 5:29 PM
9	Don't like - Looks very plain	7/22/2021 7:52 PM
10	Looks neat & efficient for a downtown city street.	7/22/2021 4:38 PM
11	Don't need to include garage since no one parks cars in garage??	7/22/2021 3:51 PM
12	Ugly!! Would not fit in Brisbane. Modern brutalist	7/22/2021 6:24 AM
13	I hope it doesn't come to this.	7/17/2021 4:16 PM
14	The balconies are nice. It should be stepped back from the sidewalk with green space in front.	7/15/2021 9:30 PM
15	This is a boxy no character building	7/13/2021 9:10 PM
16	Boxy	7/13/2021 5:18 PM
17	This feels jammed into a very small lot. Requiring the garage seriously cuts into the viability of the commercial space	7/9/2021 8:51 PM
18	is it possible for residential parking to be access/located from the back of the building? Would rather see more of the ground level available for the storefront & parking be more hidden if feasible in a given location.	7/8/2021 8:57 AM
19	It's so boxy on top.	7/7/2021 9:02 PM
20	*Is it ADA compliant? It should be. *Is there sufficient street parking? There should be. *Are there solar panels on the rooftops? There should be.	7/7/2021 8:40 PM
21	No charm	7/5/2021 10:50 AM
22	Is such a small commercial space on Ground floor viable?	7/3/2021 7:05 AM
23	More setback.	7/3/2021 6:52 AM
24	Ground floor is a welcoming storefront.	7/2/2021 12:22 PM
25	As long as there is space between buildings, this design could work	7/1/2021 3:33 PM
26	Too urban for a suburban area. The recent ones I have seen built in Daly City and SSF are not working-the shops are all empty. That discourages the creation of community	7/1/2021 3:10 PM

MIXED-USE (3-4 STORIES) – Example 1 of 2 (Questions 24-25)

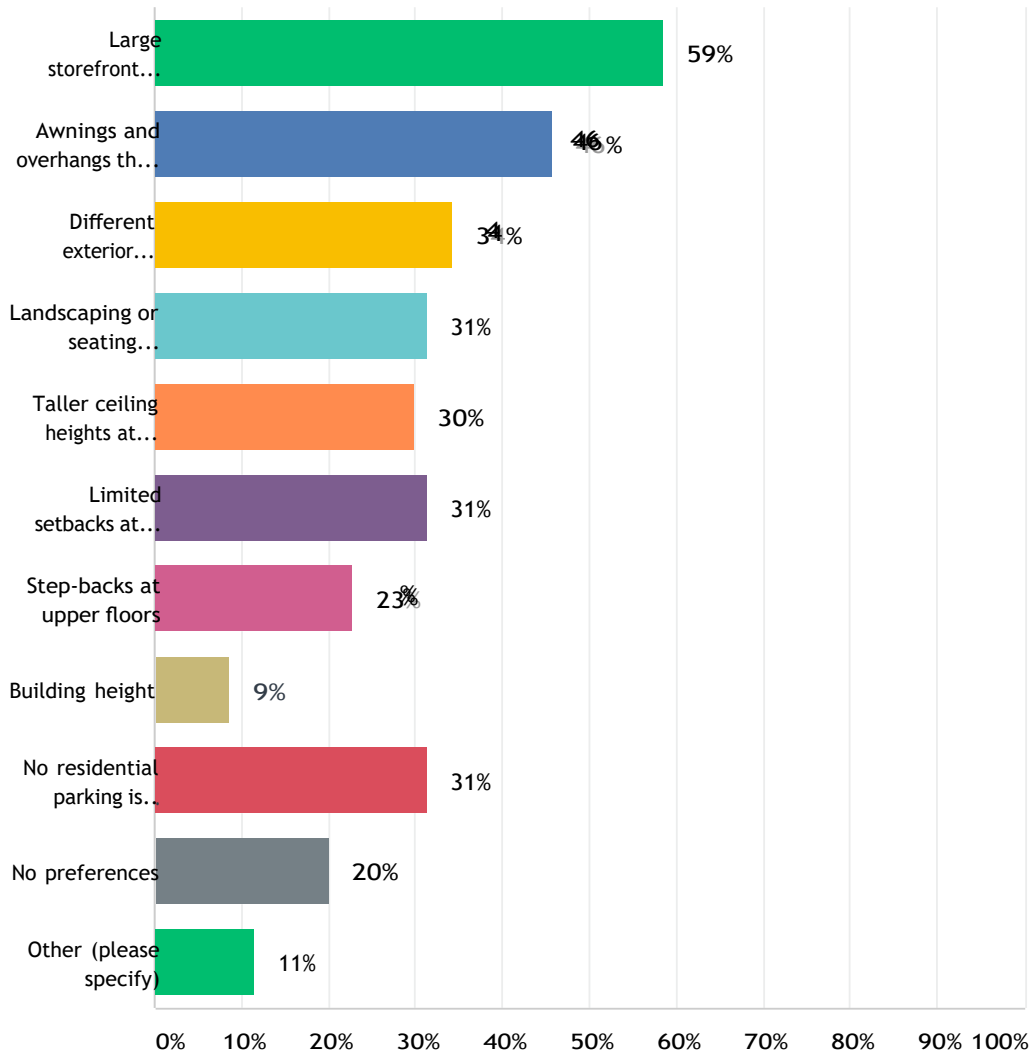
In Brisbane, the height of residential and mixed-use buildings is typically limited to three stories. However, the City needs to be prepared to consider developments that exceed the maximum height limit if developers request an adjustment to the height limit as part of a “density bonus” request under State density bonus or streamlining laws. Adopting design standards for taller developments will help the City to control the design of such developments to make sure they are sensitive to surrounding development.



The images show a mixed-use project in a neighboring city on the Peninsula. The design includes a significant step-back at upper floors, usable outdoor space, generous glass storefronts, and no residential parking is accessed from the commercial street, allowing for larger commercial areas on narrow lots. It also includes small front setback allowing for plantings and bike racks on a narrow sidewalk.

Q24 What design elements do you find appealing? Check all that apply.

Answered: 70 Skipped: 35



#	OTHER (PLEASE SPECIFY)	DATE
1	Colors are nice.	9/1/2021 11:55 AM
2	Uggh.	8/16/2021 9:34 AM
3	FOR A LARGER TOWN, GO TO SSF! WE DO NOT HAVE MUCH OF A COMMERCIAL AREA, WE DON'T HAVE THE POPULATION OR FOOT TRAFFIC	8/1/2021 7:43 PM
4	Cool looking modern structure.	7/22/2021 4:43 PM
5	Xxx	7/10/2021 5:42 AM
6	I don't find any close to appealing about this design.	7/7/2021 7:57 PM
7	Do not like it	7/3/2021 7:06 AM
8	Nothing appealing about this design	7/1/2021 3:33 PM

Q25 Please tell us what else you do or do not like about this development.

Answered: 31 Skipped: 74

#	RESPONSES	DATE
1	Again not sure if it fits Brisbane, but i like it compared to the other square building designs	9/1/2021 11:55 AM
2	Too boxy and contemporary. Would prefer more windows and less focus on concrete walls.	8/30/2021 11:21 PM
3	Having trouble with 4 stories but understand we may have to go there. The residential stories need more character. Even with the set backs this looks like a big box.	8/28/2021 2:36 PM
4	Commercial should be commercial, residential should be residential	8/17/2021 9:43 AM
5	That is one ugly building. Aside from the fact that I dislike the overall design of the structure, no thought was given to the visual impact on the neighborhood. Totally incongruous with adjacent structures. I'm trying to be objective but in my mind, there is no excuse for something like this other than a lack of knowledge of the community or just no caring.	8/16/2021 9:34 AM
6	This could work downtown in order to bring in more businesses, but I would be cautious of ousting existing businesses and the character of downtown currently.	8/14/2021 7:34 AM
7	its not needed	8/2/2021 8:28 AM
8	too modern, prefer more natrua/earthy look--needs more than clear/glass balcony to blend in	7/28/2021 12:31 PM
9	Don't like the materials used; looks to industrial	7/27/2021 7:09 PM
10	I'd have to say it's not worse than the visually appalling designs that surround it... Although, I feel like it will look dated sooner rather than later.	7/26/2021 8:52 AM
11	Does not fit with Brisbane aesthetic	7/23/2021 11:30 PM
12	Uhg! Too modern/boxy; generic Bay tech. Bland.	7/22/2021 7:52 PM
13	Lack of parking seems short-sighted for both business/commercial and residential aspects.	7/22/2021 4:44 PM
14	Again, too large for Visitation or San Bruno Ave(s). Appears the size of the offerings are slowly getting larger once again. Look at the width of the sidewalks...	7/22/2021 4:43 PM
15	I don't understand lots of the terms, is this survey going to end yet	7/22/2021 3:53 PM
16	Ugly!! Would not fit in Brisbane. Modern brutalist	7/22/2021 6:24 AM
17	Population density out of scale for Brisbane	7/19/2021 11:04 AM
18	This would be an improvement over just about anything currently located on Visitation Ave.	7/17/2021 4:19 PM
19	The upper floors aren't stepped backed, I don't know what you are talking about. Bushes aren't landscaping. the top of the building doesn't have anything to do with the bottom of the building.	7/15/2021 9:34 PM
20	Terrible looking	7/13/2021 9:11 PM
21	Not a fan of heightened commercial access	7/13/2021 6:13 PM
22	*I do not want mixed-use structures taller than 3 stories. *Ugly colors. *Is it ADA compliant? It should be. *Is there sufficient street parking? There should be. *Are there solar panels on the rooftops? There should be.	7/7/2021 8:42 PM
23	The darn thing is wrong for Brisbane.	7/7/2021 7:57 PM
24	Ugly	7/7/2021 10:36 AM
25	No	7/5/2021 10:51 AM
26	Looks huge and too heavy.	7/3/2021 7:06 AM
27	Too big and blocky. Architectural style not complementary to Brisbane.	7/3/2021 6:58 AM

28	Too tall	7/2/2021 7:22 PM
29	Size and massive nature of structure looks like it landed from Mars. It has made attempts at setbacks but the sides still have large masses of blank wall space. More balconies or windows to break up the space would have helped. If they had continued the orange and black on the front it would not look so large. The mass of white stucco is what makes it look imposing. Darker colors help hide the mass of a building.	7/2/2021 12:28 PM
30	Not a fan - very commercial feel - would NOT like this in Brisbane	7/1/2021 3:33 PM
31	This type of building needs a large consumer base to support the ground floor businesses. Brisbane does not have the critical mass to make this work	7/1/2021 3:12 PM

MIXED-USE (3-4 STORIES) – Example 2 of 2 (Questions 26-27)

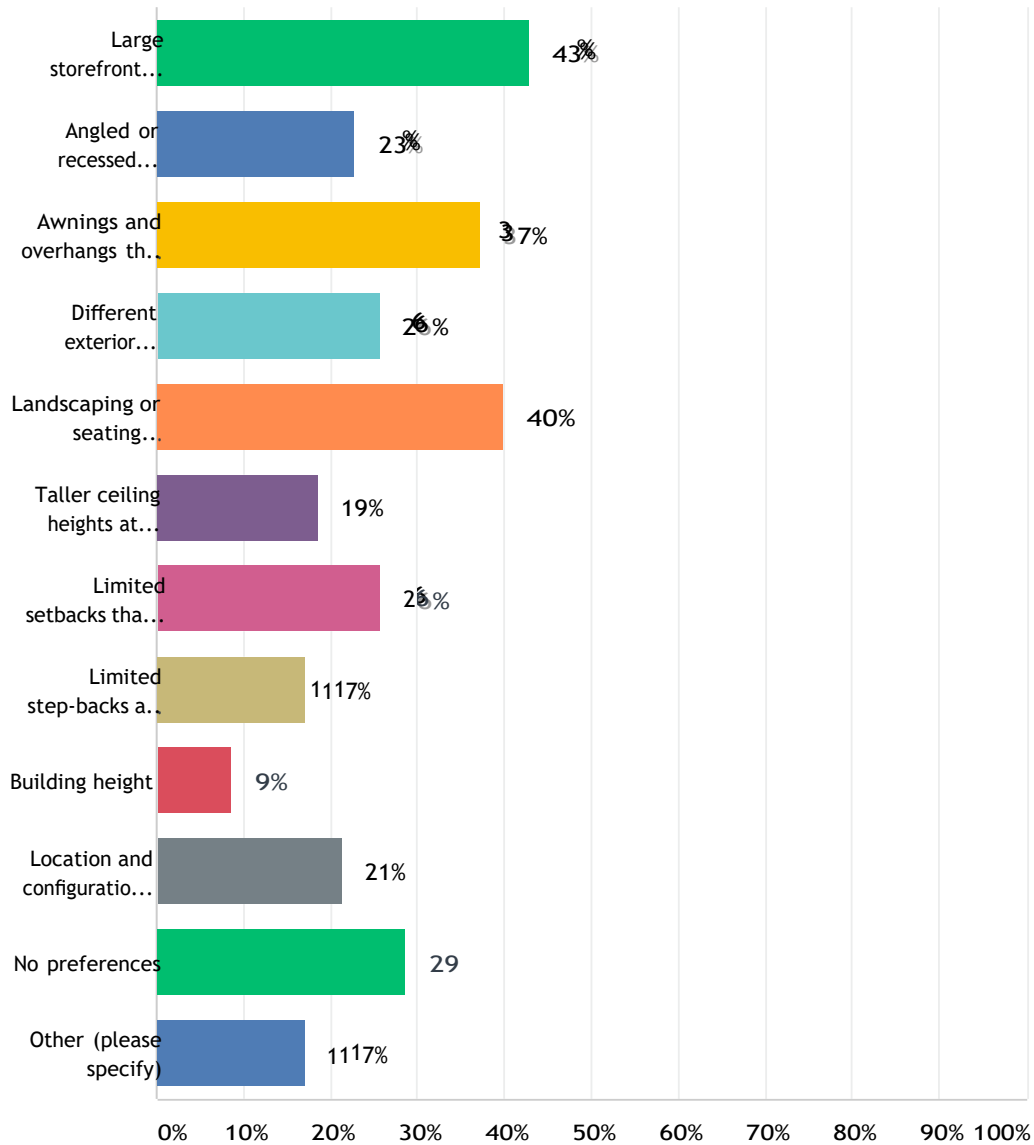
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The image shows a mixed-use project in a neighboring city on the Peninsula. The project includes step-backs at upper floors, usable outdoor space, generous glass storefronts, and no residential parking is accessed from the commercial street, allowing for larger commercial areas on narrow mixed use lots. It also includes a small setback allowing for plantings and seating on a narrow sidewalk.

Q26 What design elements do you find appealing? Check all that apply.

Answered: 70 Skipped: 35



Other (please specify)

17%

12

Total Respondents: 70

#	OTHER (PLEASE SPECIFY)	DATE
1	Colors are nice	9/1/2021 11:55 AM
2	Too tall	8/16/2021 9:43 AM
3	Oh Stop! this is for a much larger city	8/1/2021 7:44 PM
4	Stop with the increasing size, please.	7/22/2021 4:46 PM
5	Out of scale for community	7/19/2021 11:05 AM
6	Nothing	7/13/2021 9:12 PM
7	I don't like this building	7/9/2021 10:52 PM
8	Not a darn thing.	7/7/2021 8:00 PM
9	Too tall	7/5/2021 10:51 AM
10	Don't like it	7/3/2021 7:07 AM
11	Wooden planter box on right front of building	7/2/2021 12:31 PM
12	Not a fan - too much of a commercial feel	7/1/2021 3:34 PM

Q27 Please tell us what else you do or do not like about this development.

Answered: 30 Skipped: 75

#	RESPONSES	DATE
1	Too boxy and modern. Too much concrete and not enough windows.	8/30/2021 11:22 PM
2	The residential floors are non-descript. Need more texture and interesting architectural elements. I imagine this looking very sad and dated in 10 years.	8/28/2021 2:41 PM
3	Horrible pack em in like sardines-Where's the water?	8/17/2021 9:45 AM
4	without getting into an in-depth critique of modern architecture, the main tenant is balance. This building lacks it. Also, again a lack of consideration of the structural landscape.	8/16/2021 9:43 AM
5	I don't see the difference in any of these. Please build affordable housing for all so we can alleviate the housing crisis!!!	8/13/2021 7:06 PM
6	more setback for outdoor seating and plants to hide the height of the building. Don't like the clear balconies since it will show clutter.	7/28/2021 12:33 PM
7	The covered porches are pretty cool. I don't dislike this one.	7/26/2021 8:53 AM
8	The first is more visually interesting to me than this second one.	7/25/2021 10:42 PM
9	Too big for Brisbane	7/25/2021 9:42 AM
10	Does not fit with Brisbane aesthetic	7/23/2021 11:31 PM
11	Nice sidewalk area, otherwise still too boxy and too modern.	7/22/2021 7:53 PM
12	Cold exterior design, and showing ugly 'parklets' no less...	7/22/2021 4:46 PM
13	Lack of parking is not ideal.	7/22/2021 4:45 PM
14	Ugly!! Would not fit in Brisbane. Modern brutalist	7/22/2021 6:25 AM
15	Population density out of scale for Brisbane	7/19/2021 11:05 AM
16	Stunningly unattractive.	7/17/2021 4:20 PM
17	This is a pretty good looking building. No landscaping but the seating area is nice except that stupid parklet needs to go. Balconies are really nice.	7/15/2021 9:39 PM
18	This is just a sad looking building	7/13/2021 9:12 PM
19	Dislike because of too much foot traffic	7/13/2021 6:14 PM
20	Not very homey.	7/13/2021 5:19 PM
21	*I do not want mixed-use structures taller than 3 stories. *Unpleasant colors, but not horrible. *Is it ADA compliant? It should be. *Is there sufficient street parking? There should be. *Are there solar panels on the rooftops? There should be.	7/7/2021 8:43 PM
22	The best thing about this design is if we're never considered or built.	7/7/2021 8:00 PM
23	Ugly, but not as bad as other example in this category. Some of the mixed use ones in the video were nicer.	7/7/2021 10:39 AM
24	Looks strange	7/3/2021 7:07 AM
25	Too bulky	7/3/2021 6:59 AM
26	Always a flat roof -- can't the architects do better?	7/2/2021 10:28 PM
27	Too high	7/2/2021 7:23 PM
28	Can we say "ugly"? This is an eyesore. terrible use of colors and materials. Even the seating	7/2/2021 12:31 PM

E.

in front looks like an afterthought.

29	Do not like this design - this is not Brisbane	7/1/2021 3:34 PM
30	Same as previous example, too urban. Leave this for SF and Oak	7/1/2021 3:13 PM

MIXED-USE (4-5 STORIES) (Questions 28-29)

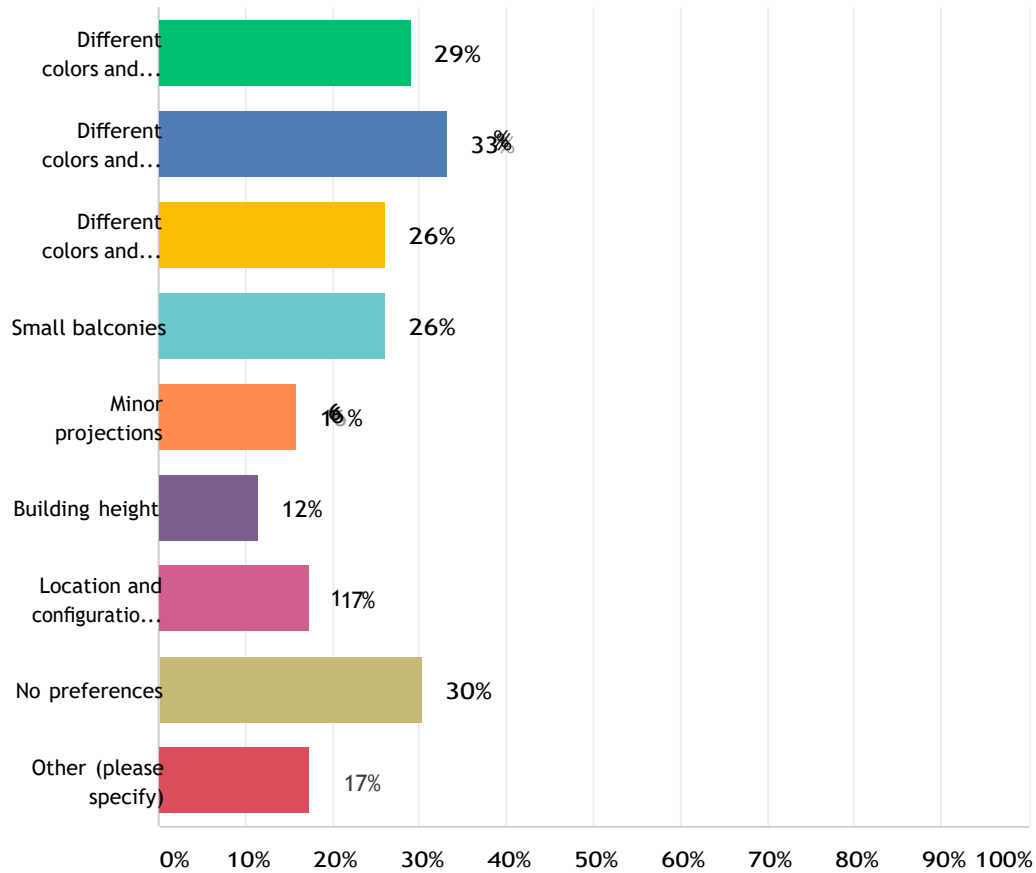
In Brisbane, the height of residential and mixed-use buildings is typically limited to three stories. However, the City needs to be prepared to consider developments that exceed the maximum height limit if developers request an adjustment to the height limit as part of a “density bonus” request under State density bonus or streamlining laws. Adopting design standards for taller developments will help the City to control the design of such developments to make sure they are sensitive to surrounding development.



The image shows a 4-story mixed use project in a neighboring city on the Peninsula. The project features differing colors and materials at the ground floor, change of color and texture to suggest an upper floor setback, projections, canopies, and small balconies to break up the

Q28 What design elements do you find appealing? Check all that apply.

Answered: 69 Skipped: 36



#	OTHER (PLEASE SPECIFY)	DATE
1	Canopy is nice	9/1/2021 11:58 AM
2	Don't like this design. Too black and white.	8/31/2021 5:19 PM
3	The plaza concept is interesting.	8/28/2021 2:47 PM
4	too big	8/16/2021 9:45 AM
5	hideous	8/1/2021 7:45 PM
6	Not much is to like with this baby.	7/22/2021 4:50 PM
7	Out of scale, too busy	7/19/2021 11:06 AM
8	nothing	7/15/2021 9:42 PM
9	Again more garbage.	7/7/2021 8:01 PM
10	Cleaner lines. Nice outside space in front.	7/3/2021 7:09 AM
11	Arbors	7/2/2021 12:35 PM
12	Not a fan - too dense	7/1/2021 3:35 PM

Q29 Please tell us what else you do or do not like about this development.

Answered: 35 Skipped: 70

#	RESPONSES	DATE
1	Everything about it is ugly and cold for Brisbane. Natural colors only, bars are off-putting.	9/1/2021 11:58 AM
2	Not enough color, too much black/white, looks like a jail. Like common area in front of building with seating and shade structure. Balconies too small and don't like metallic materials.	8/30/2021 11:24 PM
3	Having trouble with 4 floors but 5 will seem very out of place. The projections, canopies and railing on the small balconies are all too much the same. This would look better with more varied pieces and perhaps color. Also there is choice about location and parking but it is not mentioned in the description.	8/28/2021 2:47 PM
4	seems antiseptic. i.m not fooled by the faux set backs.	8/27/2021 10:49 PM
5	Horrible	8/17/2021 9:45 AM
6	Uninspiring and imposing.	8/16/2021 9:45 AM
7	Doesn't fit with the character of Brisbane	8/14/2021 7:35 AM
8	I don't see the difference in any of these. Please build affordable housing for all so we can alleviate the housing crisis!!!	8/13/2021 7:06 PM
9	same as previous answer.	7/28/2021 12:35 PM
10	these small balconies are a joke. the minor projections are not that appealing. the darker colors aren't inviting	7/27/2021 7:12 PM
11	Those fake balconies are atrocious. Let the people sit outside on their balconies and enjoy a drink.	7/26/2021 8:56 AM
12	I find this one very meh.	7/25/2021 10:43 PM
13	Looks bulky	7/25/2021 9:43 AM
14	Still too bland	7/22/2021 7:54 PM
15	Generic and cheap looking comes to mind, (and already said I like some modern), but not his one.	7/22/2021 4:50 PM
16	No parking built into design is a negative.	7/22/2021 4:45 PM
17	Ugly!! Would not fit in Brisbane. Slightly less ugly than the others. Our Main Street sports a lot of art Nuevo.	7/22/2021 6:27 AM
18	Out of scale	7/19/2021 11:06 AM
19	Parking?	7/17/2021 4:22 PM
20	This is looking a bit too Urban for our town IMHO	7/17/2021 10:54 AM
21	Hideous. Unusable balconies. Looks like the outside of a maximum security prison.	7/15/2021 9:42 PM
22	This is a little better for a large building	7/13/2021 9:13 PM
23	Not enough private outdoor space	7/13/2021 6:14 PM
24	Just too impersonal.	7/13/2021 5:19 PM
25	Too large and too close to the street.	7/10/2021 5:43 AM
26	can't see parking & wasn't mentioned -- but that probably means I like it! Also like the canopies/trellises	7/8/2021 9:01 AM
27	Where is the parking?	7/7/2021 9:05 PM

28	*I do not want mixed-use structures taller than 3 stories. *Is it ADA compliant? It should be. *Is there sufficient street parking? There should be. *Are there solar panels on the rooftops? There should be.	7/7/2021 8:44 PM
29	Again not a darn thing is good about this design.	7/7/2021 8:01 PM
30	Again, ugly contemporary monstrosity	7/7/2021 10:40 AM
31	Too tall	7/3/2021 7:09 AM
32	Too large	7/2/2021 7:23 PM
33	This is the perfect example of cookie cutter stucco nightmares with the "bad hair day" metal grates on the top corner and a splatter of metal grates over upper windows. There's some articulation but mostly expanses of blank stucco that will look like hell in 10 years or less. Ground level retail is just large windows with no imagination. I think developers must be getting these designs out of catalogs where they can buy the plans real cheap!	7/2/2021 12:35 PM
34	Should avoid at all costs - too dense, too commercial. Does not fit Brisbane	7/1/2021 3:35 PM
35	Same as previous 2.	7/1/2021 3:13 PM

SINGLE-FAMILY HOMES ON RIDGELINES (Questions 30-31)

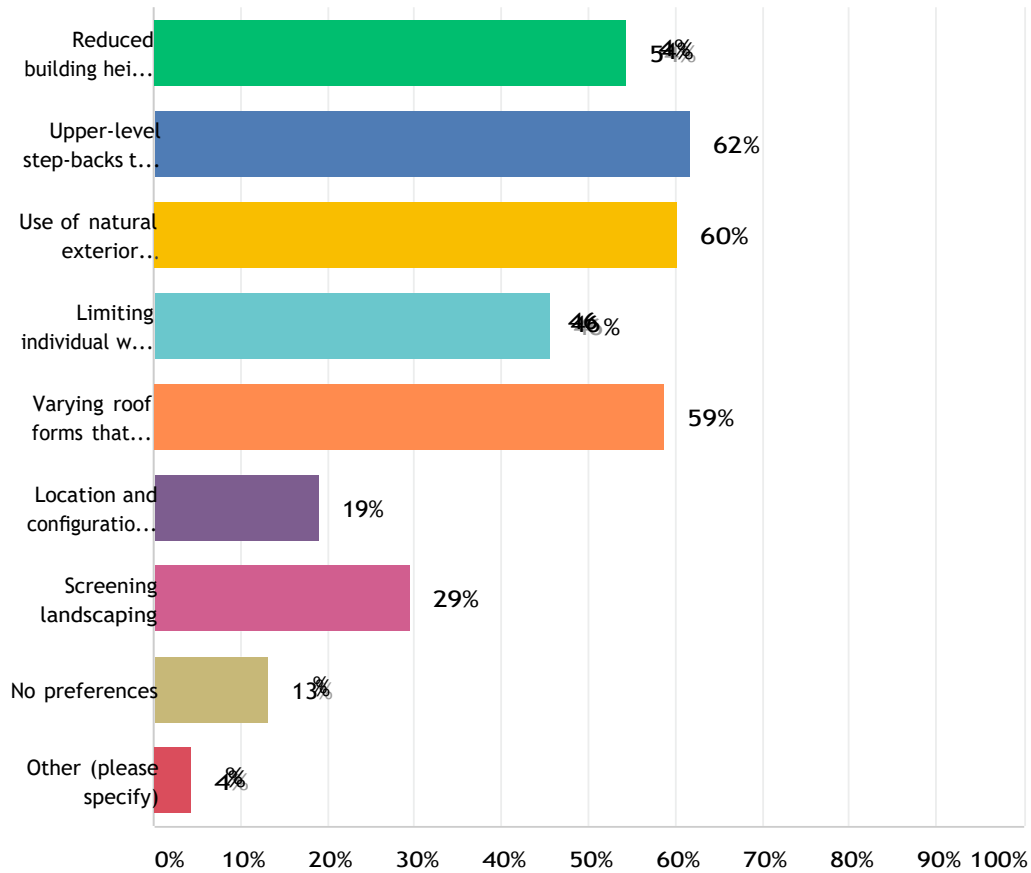
San Bruno Mountain defines Central Brisbane's layout and the character of built structures along its lower flanks. Recognizing the importance of maintaining public views of the mountain, the Brisbane Acres- Residential (R-BA) zoning district requires Design Permit approval for new single-family homes that are located on mapped ridgelines coming down from the mountain. These ridgelines are shown in a map in the City's zoning ordinance.



This image shows an approved design for a 3-unit dwelling on a hillside lot in Brisbane. The design features organic rooflines that mimic the topography of the lot, upper-level step-backs, natural exterior materials and colors, and limited building segment heights to no more than two-stories.

Q30 What design elements do you find appealing? Check all that apply.

Answered: 68 Skipped: 37



#	OTHER (PLEASE SPECIFY)	DATE
1	Very interesting and beautiful. I like the natural colors, very adobe-esque.	9/1/2021 12:03 PM
2	I don't see parking in the rendering, unless it is the front off-street apron. If so, that is far from adequate for a tri-plex.	7/22/2021 5:02 PM
3	*Roof sculpting looks nice, though it may lead to pooling of water.	7/7/2021 8:48 PM

Q31 Please tell us what else you do or do not like about this development.

Answered: 25 Skipped: 80

#	RESPONSES	DATE
1	Beautiful design that mimics topography of mountain. Would like more landscaping.	8/30/2021 11:25 PM
2	It is creative and flowing. I would hate to have to use those stairs.	8/28/2021 2:49 PM
3	With 3 units, each unit will only have 1 car? Don't think so. Therefore they will park in front of somebody else's house and piss em off	8/17/2021 9:49 AM
4	Good design. Well thought out. Low visual impact. Attention to the surrounding topography.	8/16/2021 9:51 AM
5	I don't see the difference in any of these. Please build affordable housing for all so we can alleviate the housing crisis!!!	8/13/2021 7:06 PM
6	takes away from street parking since now there is a driveway	7/28/2021 12:37 PM
7	don't like the curved rooftop that follows topography	7/27/2021 7:14 PM
8	This is cool. I can't tell if the two telephone poles are symbolic of trees or actual telephone poles... I don't see much room left over for any landscaping, and tree coverage would help cool the home and neighborhood.	7/26/2021 9:01 AM
9	Following ridge line topography is mandatory for the roof building height. Using natural colors and building materials is very important.	7/25/2021 9:46 AM
10	As someone with a stroller, these stairs would be impossible and dangerous for kiddos. But love the organic flowy design, esp if could be more accessible.	7/22/2021 7:55 PM
11	Again, neat modern looking place, but feel some important aspects may have been ignored/bypassed.	7/22/2021 5:02 PM
12	Not sure where parking for 3 units is on that image? Also, what "screening landscaping"?	7/22/2021 4:47 PM
13	This is a nice building but it takes up the whole lot. There is no landscaping or greenscape to absorb rainwater, everything is paved.	7/15/2021 9:44 PM
14	I don't like the roof line. With all the problems on the ridge with break ins I think it's important to have new construction homes with large windows in the front of the house as to see the street and hopefully avoid areas where homes don't have street visibility	7/13/2021 9:18 PM
15	Too big and sprawling. Not enough space left for landscaping	7/10/2021 5:45 AM
16	I don't want any more mountain development	7/8/2021 4:55 PM
17	very attractive design!	7/8/2021 9:03 AM
18	*There should be a garage, and it's not clear this structure has one. *There is a hazard to removing enormous amounts of soil from the mountain to build - less soil means that less water can be absorbed into the ground during heavy rainfall, increasing the likelihood of flooding.	7/7/2021 8:48 PM
19	It's ok but not my to my taste.	7/7/2021 8:03 PM
20	Doesn't look like it has a garage, parking is difficult!	7/7/2021 10:42 AM
21	Not enough setback	7/3/2021 7:10 AM
22	Looks exciting and innovative.	7/2/2021 10:30 PM
23	The ground level garages (assuming that's what the blank wall is) are a bit ugly, but the lightness of the upper levels punctuated by a proliferation of windows of different sizes and shapes breaks up the mass of the structure. The sloping roofline is a one-off and certainly would be a landmark, but I would not want to see a proliferation of this.	7/2/2021 12:39 PM
24	Now you're talking - this is great design, more fitting for Brisbane	7/1/2021 3:36 PM
25	1, Where's the parking? It looks to be on street-no, no, no, no, no. 2. Please do not start stuffing multifamily units into single family communities.	7/1/2021 3:20 PM

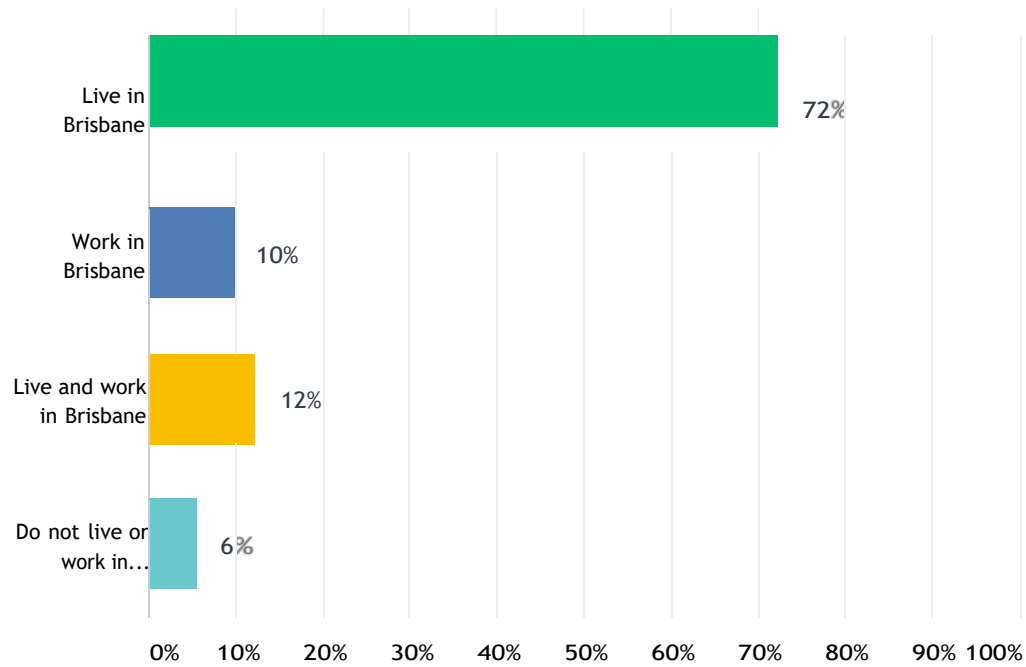
Q32 Please submit your email below to be added to our project update mailing list!

Answered: 26 Skipped: 79\

[NOTE: The 28 email addresses provided on this form were added to the City's project mailing list. The individual email addresses have been removed from published survey results]

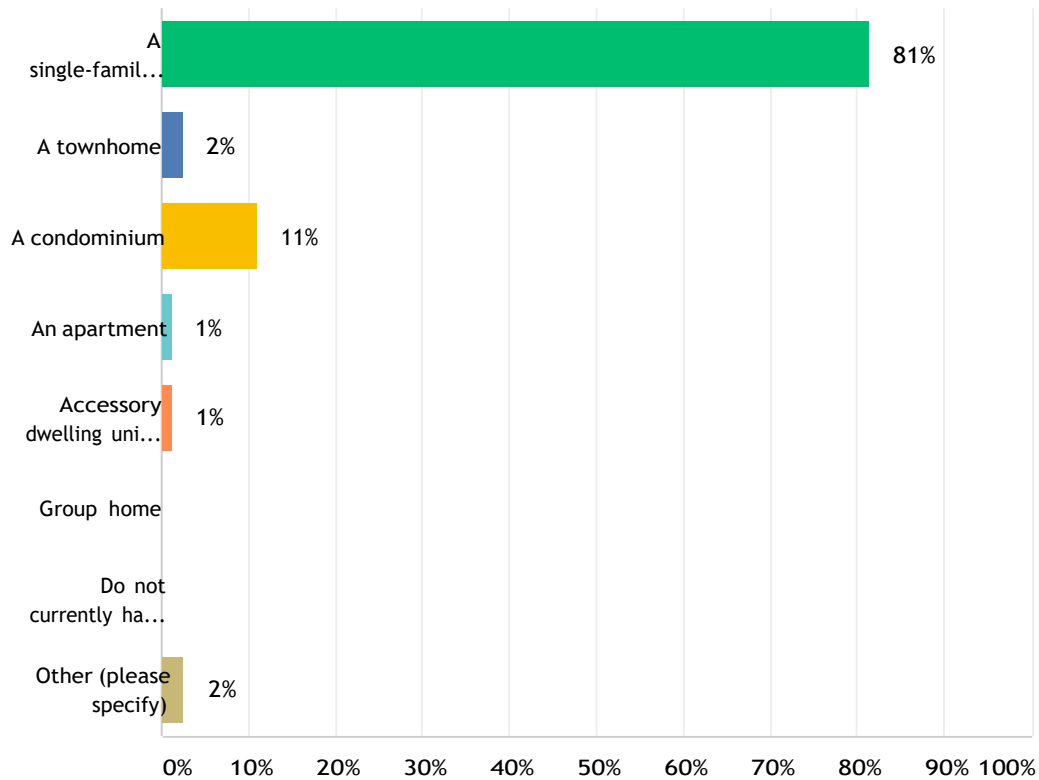
Q1 Currently, do you

Answered: 105 Skipped: 0



Q2 What type of home do you live in?

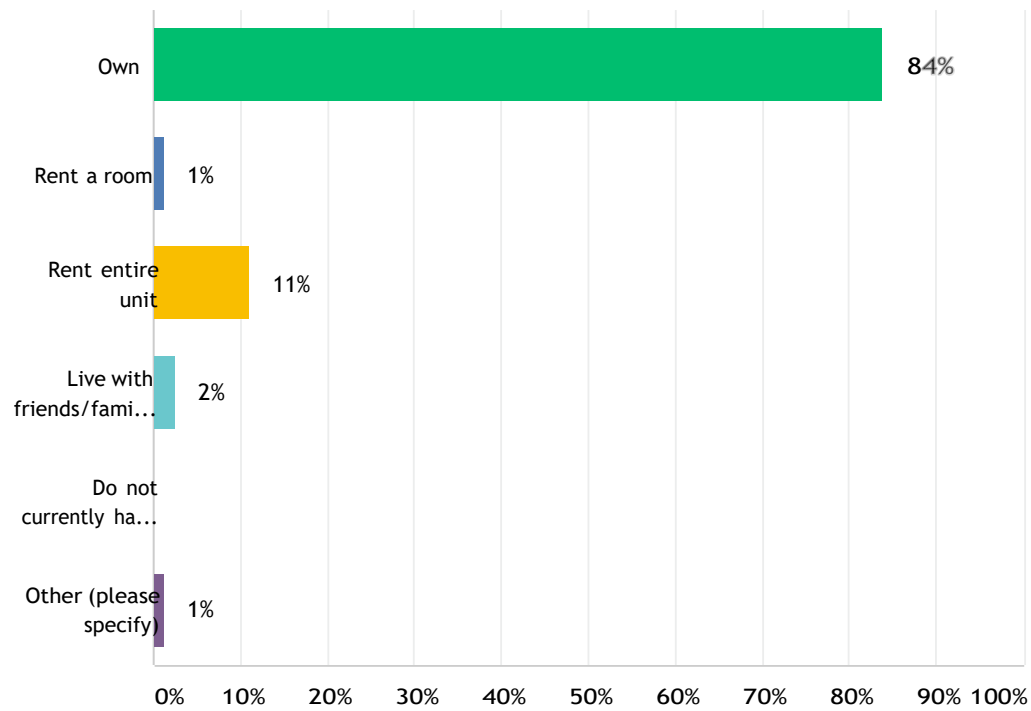
Answered: 81 Skipped: 24



#	OTHER (PLEASE SPECIFY)	DATE
1	duplex	7/23/2021 9:40 PM
2	Set of flats.	7/7/2021 7:30 PM

Q3 In your current home, do you

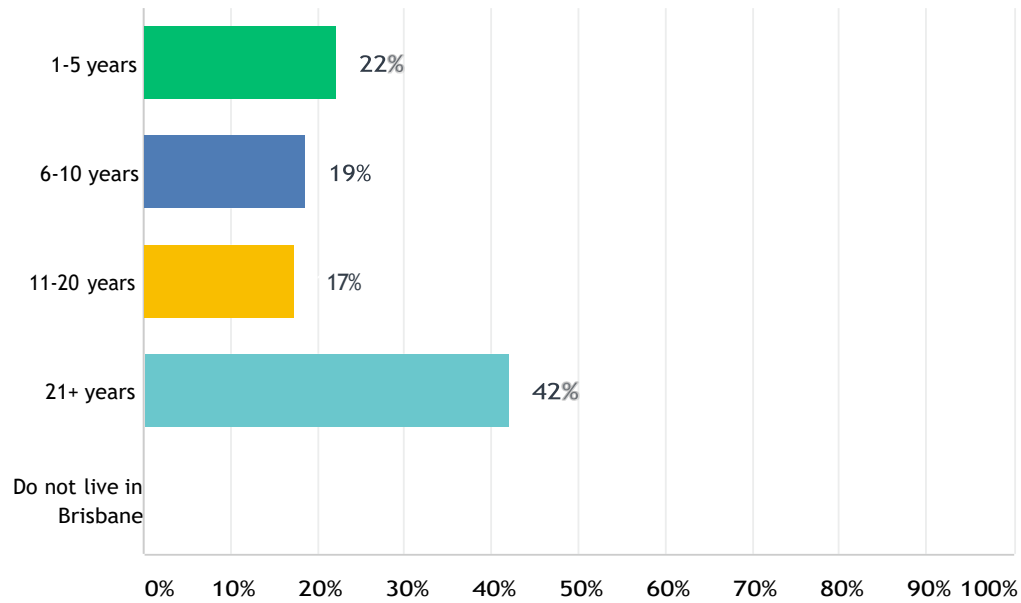
Answered: 81 Skipped: 24



#	OTHER (PLEASE SPECIFY)	DATE
1	own and rent a space in the mobile home park	7/15/2021 9:00 PM

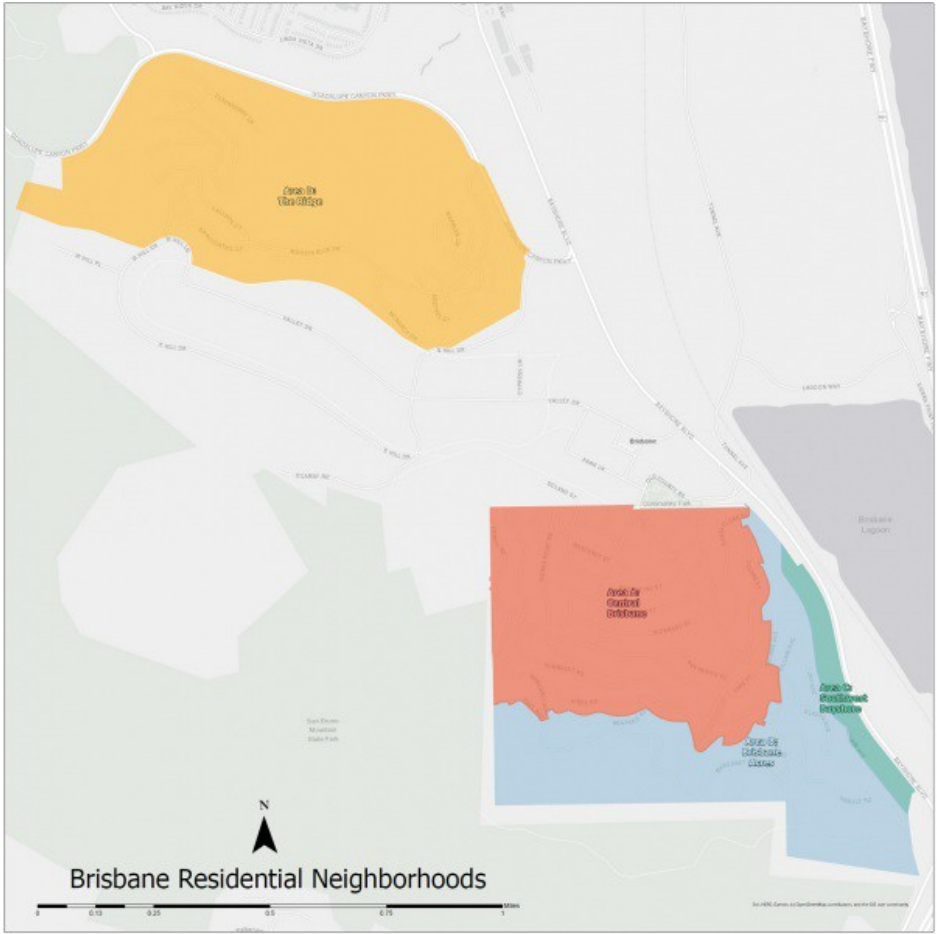
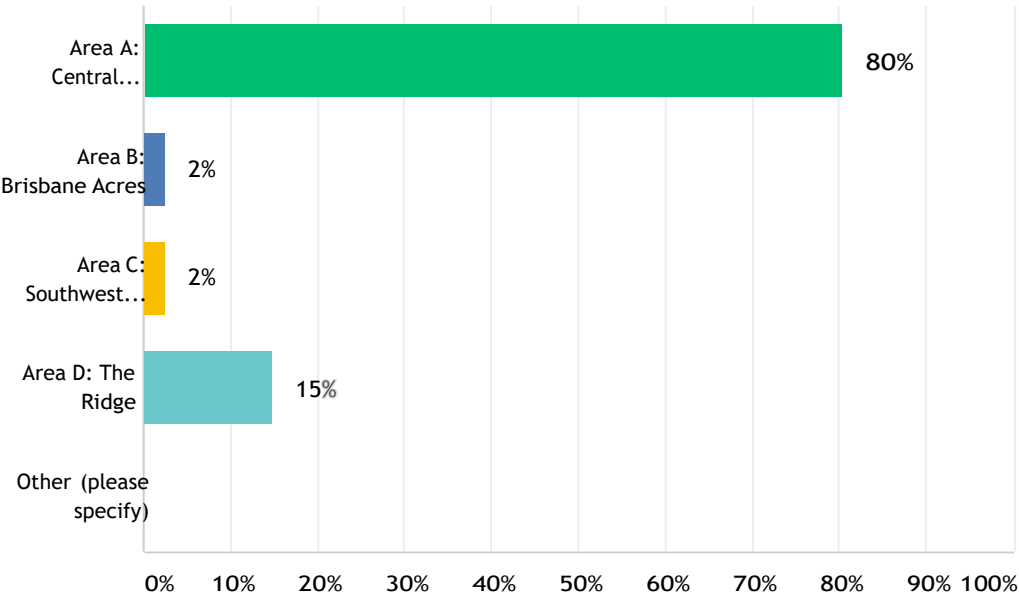
Q4 How long have you lived in Brisbane?

Answered: 81 Skipped: 24



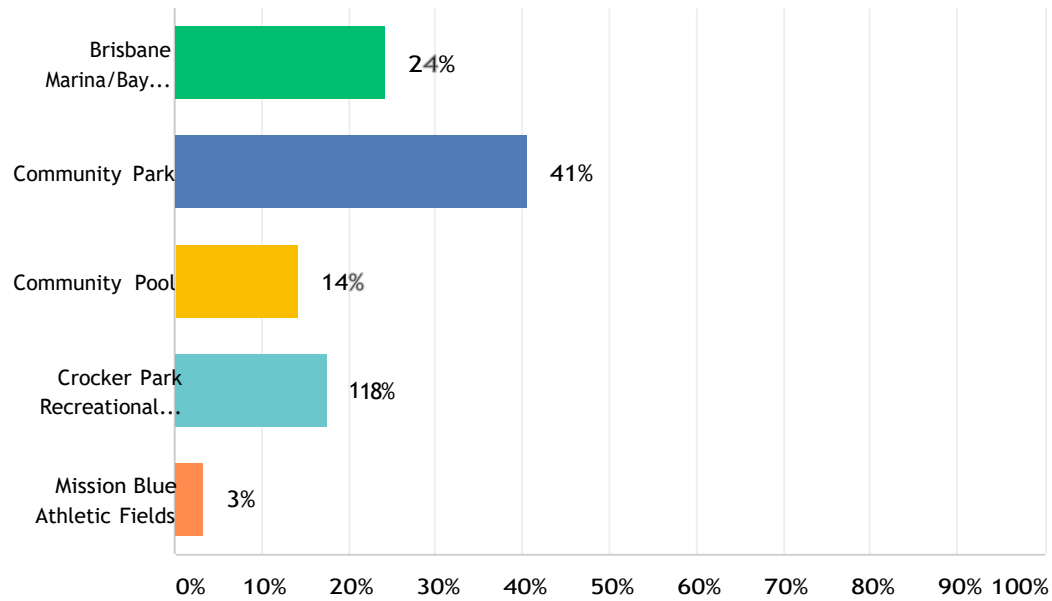
Q5 Referring to the map shown above, what area of the City do you live in?

Answered: 81 Skipped: 24



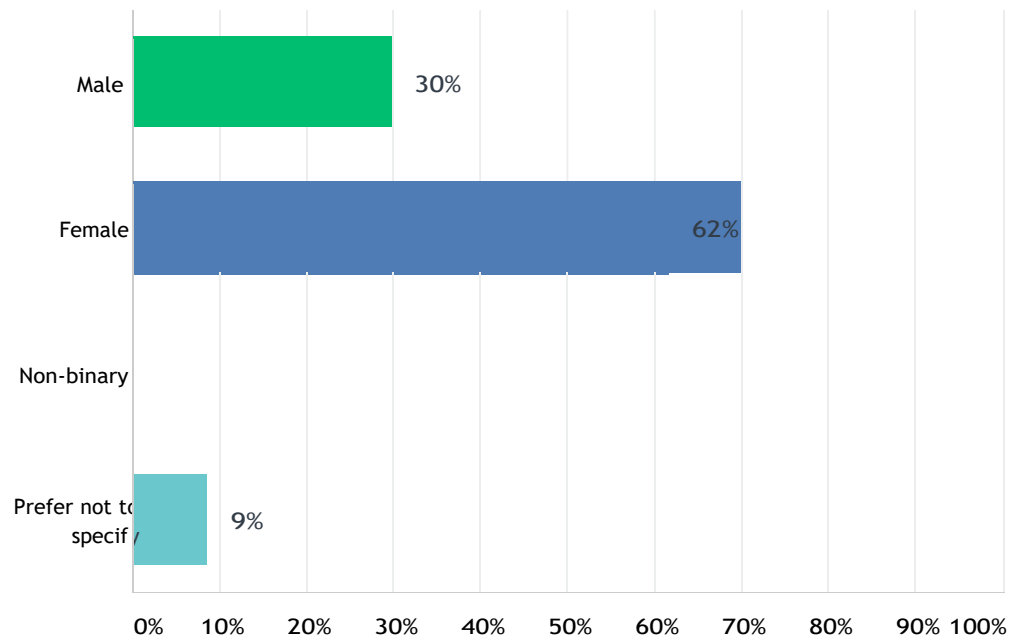
Q6 What is your favorite community amenity in the City?

Answered: 91 Skipped: 14



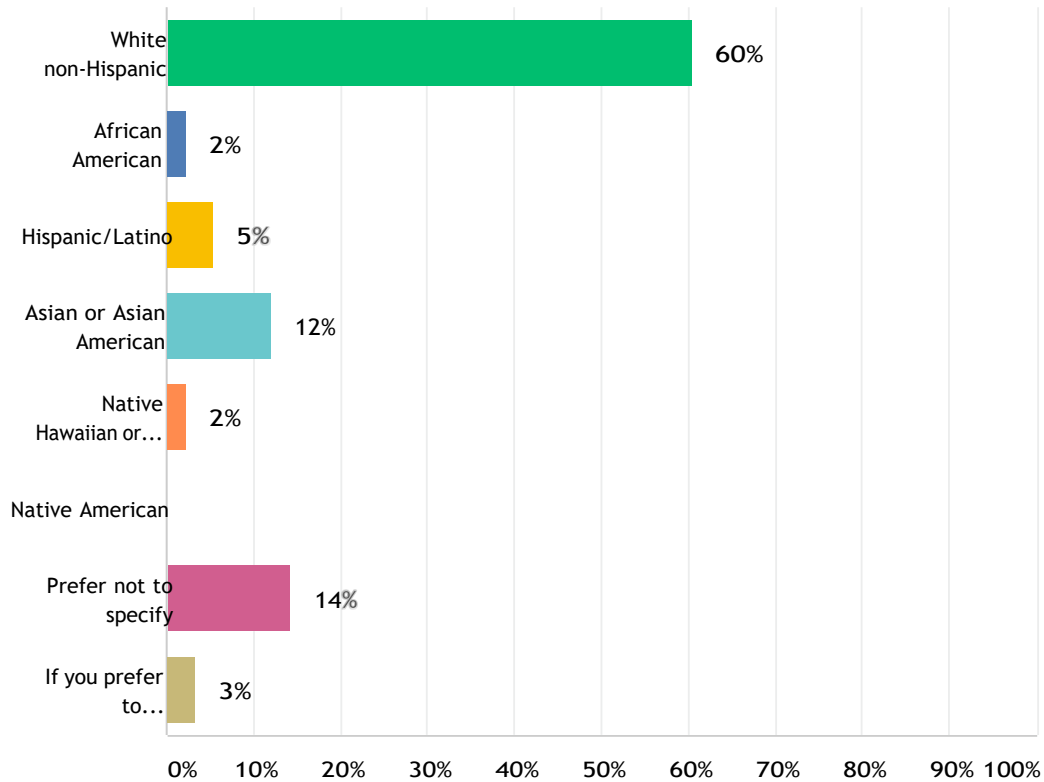
Q7 If you feel comfortable, please indicate your gender.

Answered: 94 Skipped: 11



Q8 If you feel comfortable, please share how you identify yourself.

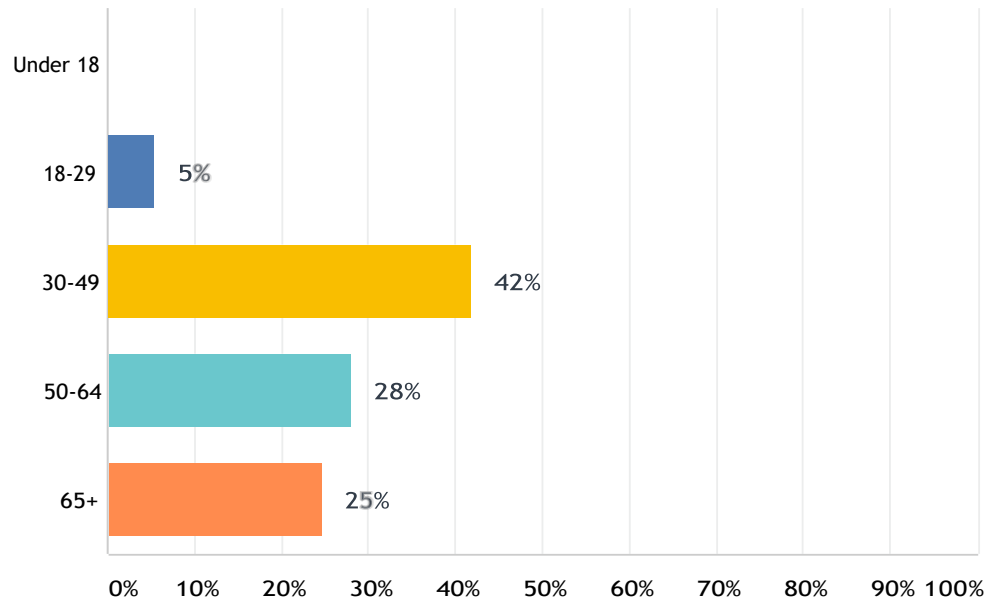
Answered: 91 Skipped: 14



#	IF YOU PREFER TO SELF-IDENTIFY, DO SO HERE:	DATE
1	Earthling	8/16/2021 8:36 AM
2	Asian/White	7/9/2021 7:06 PM
3	American	7/7/2021 7:30 PM

Q9 What is your age group?

Answered: 93 Skipped: 12



Objective Standards Pop-up Open Houses: Results

October 11, 2021

The results of two pop-up open houses conducted by the City of Brisbane, and its consultants Good City Company during August of 2021 are presented here. A staffed pop-up open house was held at the August 12, 2021 Farmers Market. Approximately 35 community members indicated their preferences to a board activity, and staff and consultants spoke with additional community members. A second pop-up open house was unstaffed and included a self-directed board-based activity on boards left in up in the Brisbane Library between August 16th-31st. Approximately five community members indicated their preferences to the self-directed board-based activity. An accompanying memo provides discussion of key results and additional context.

Farmers Market Pop-up Open House (August 12, 2021):

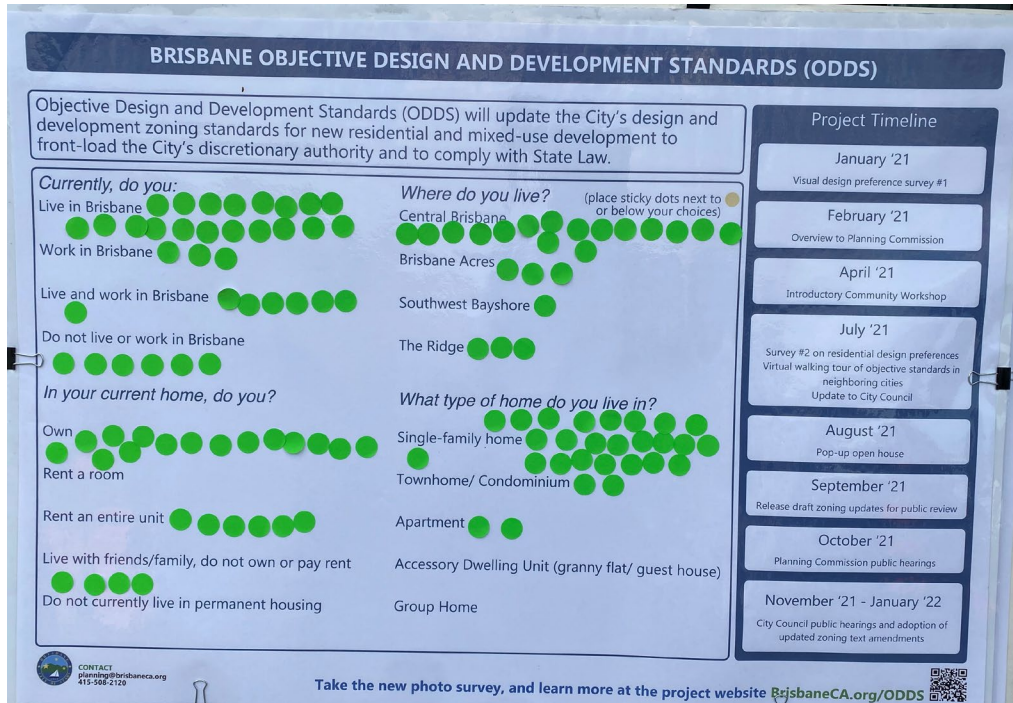


Figure 1: Farmers Market Pop-up Open House Results (Board 1)

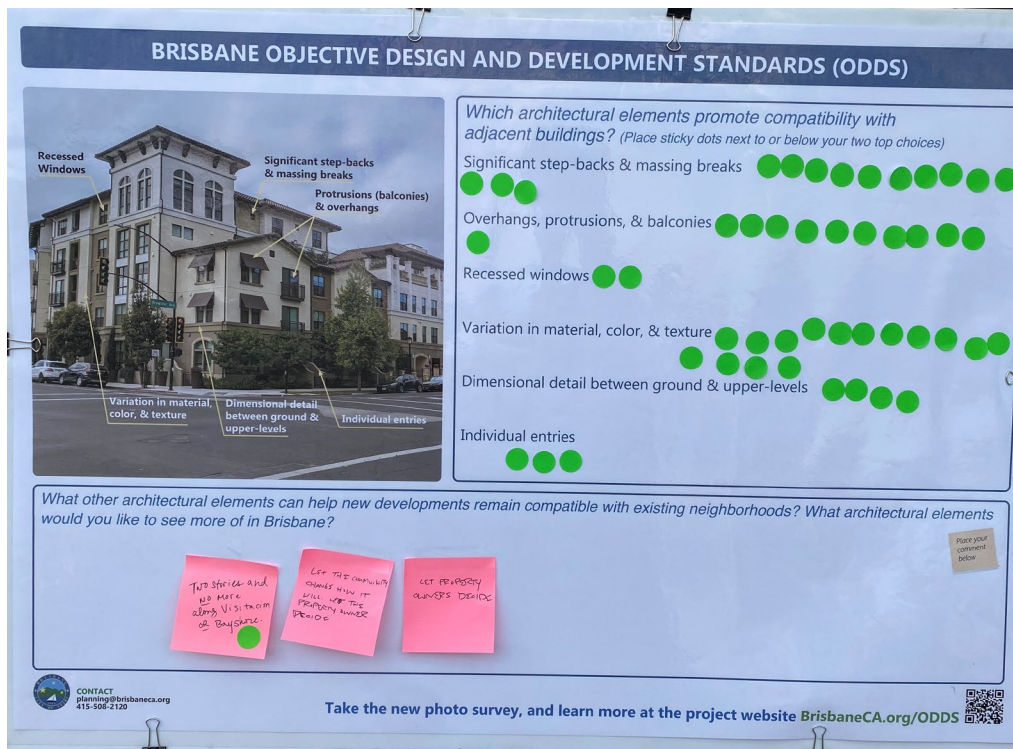



Figure 2: Farmers Market Pop-up Open House Results (Board 2)

Farmers Market Pop-up Open House (August 12, 2021):

BRISBANE OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS (ODDS)



Which architectural elements minimize the visual impact and massing of a building? (Place sticky dots next to or below your two top choices)

Upper-level step-backs ●●●●●●●●

Pedestrian awning & lighting ●●●●

Usable outdoor space along street ●●●●●●●●●●●●●●●●

Protrusions & voids ●●●●

Variation in material, color & texture ●●●●●●●●●●●●●●●●

Generous storefront glazing ●●●●●●●●●●●●●●●●

What other architectural elements can reduce the visual impact of a building's massing from the street? What architectural elements would you like to see more of in Brisbane?

Place your comment below

CONTACT
planning@brisbaneqa.org
415-508-2120

Take the new photo survey, and learn more at the project website BrisbaneCA.org/ODDS

Figure 3: Farmers Market Pop-up Open House Results (Board 3)

BRISBANE OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS (ODDS)

We want to hear from you! Please share thoughts, comments, or questions related to the ODDS project process or timeline.

Place your comment below

built in flower boxes?

Combo of both designs... No tract look!

More trees and green side walls - avoid build on the side - more green on the side

avoid private lighting too inside light outside lighting

Significant landscaping elements - No concrete jungle x

minimize lights at night!!

Reduce off street parking

Preserve green spaces, pedestrian walking + recreation in the area

More affordable parking options / free single family home parking - too expensive to be a reality

Permeable surfaces should be built to be able to absorb water and reduce runoff

CONTACT
planning@brisbaneqa.org
415-508-2120

Take the new photo survey, and learn more at the project website BrisbaneCA.org/ODDS

Figure 4: Farmers Market Pop-up Open House Results (Board 4)

Library Pop-up Open House (August 16-31, 2021):

BRISBANE OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS (ODDS)

Objective Design and Development Standards (ODDS) will update the City's design and development zoning standards for new residential and mixed-use development to front-load the City's discretionary authority and to comply with State Law.

Currently, do you:

Live in Brisbane ☒ ☒ ☒

Work in Brisbane ☒ ☒

Live and work in Brisbane

Do not live or work in Brisbane

In your current home, do you?

Own ☒ ☒

Rent a room

Rent an entire unit ☒

Live with friends/family, do not own or pay rent

Do not currently live in permanent housing

Where do you live? (place sticky dots next to or below your choices)

Central Brisbane ☒ ☒

Brisbane Acres

Southwest Bayshore

The Ridge ☒

What type of home do you live in?

Single-family home ☒ ☒

Townhome/ Condominium ☒

Apartment ☒

Accessory Dwelling Unit (granny flat/ guest house)

Group Home

Project Timeline

January '21
Visual design preference survey #1

February '21
Overview to Planning Commission

April '21
Introductory Community Workshop

July '21
Survey #2 on residential design preferences
Virtual walking tour of objective standards in neighboring cities
Update to City Council

August '21
Pop-up open house

September '21
Release draft zoning updates for public review

October '21
Planning Commission public hearings

November '21 - January '22
City Council public hearings and adoption of updated zoning text amendments

CONTACT: planning@brisbane.qld.gov.au
415-508-2129

Take the new photo survey, and learn more at the project website BrisbaneCA.org/ODDS

BRISBANE OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS (ODDS)

We want to hear from you! Please share thoughts, comments, or questions related to the ODDS project process or timeline.

Encourage mixed use (res. with retail) ☒ ☒ ☒ ☒

Encourage modern, green systems ☒ ☒ ☒ ☒

More affordable housing options / less single family home zoning. Too expensive to rent or buy here. ☒ ☒ ☒ ☒

CONTACT: planning@brisbane.qld.gov.au
415-508-2129

Take the new photo survey, and learn more at the project website BrisbaneCA.org/ODDS

Figure 5: Farmers Market Pop-up Open House Results (Board 1)

Library Pop-up Open House (August 16-31, 2021):

BRISBANE OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS (ODDS)

Which architectural elements promote compatibility with adjacent buildings? (Place sticky dots next to or below your two top choices)

Significant step-backs & massing breaks

Overhangs, protrusions, & balconies ● ●

Recessed windows

Variation in material, color, & texture ●

Dimensional detail between ground & upper-levels ● ●

Individual entries ● ●

What other architectural elements can help new developments remain compatible with existing neighborhoods? What architectural elements would you like to see more of in Brisbane?

CONTACT
planning@brisbaneca.org
415-508-2120

Take the new photo survey, and learn more at the project website BrisbaneCA.org/ODDS

BRISBANE OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS (ODDS)

Which architectural elements minimize the visual impact and massing of a building? (Place sticky dots next to or below your two top choices)

Upper-level step-backs

Pedestrian awning & lighting ● ●

Usable outdoor space along street ● ●

Protrusions & voids ●

Variation in material, color & texture ● ●

Generous storefront glazing

What other architectural elements can reduce the visual impact of a building's massing from the street? What architectural elements would you like to see more of in Brisbane?

Preserve green spaces, pedestrian walking + recreation in the mix

CONTACT
planning@brisbaneca.org
415-508-2120

Take the new photo survey, and learn more at the project website BrisbaneCA.org/ODDS

Figure 6: Farmers Market Pop-up Open House Results (Board 2)



CITY OF BRISBANE
Community Development Department
50 Park Place
Brisbane, California 94005-1310

Supplemental Housing Development Design Guidelines

These Supplemental Housing Development Design Guidelines shall be used in tandem with the Chapter 17.45 (Housing Development Permits) of the Brisbane Municipal Code as a supplement to the objective standards described in 17.45.030 of that chapter.

A. Materials

1. Window materials.

- a. The exterior use of stucco covered foam as trim is discouraged.

2. Roof materials.

- a. Roof materials shall be appropriate to the style of the building, roof form, and slope.
- b. Allowable roofing materials include terra cotta, tile, slate, metal, and composition shingles with an architectural grade shadow shake rather than a simple three-tab.
- c. Highly reflective surfaces that create glare, illuminated roofing, and corrugated metal (standing rib metal roofs are permitted) are discouraged unless the Director or designee determines the material is appropriate for the architectural style or theme of the building.
- d. Any sheet metal used in roof assembly that is publicly visible shall be constructed of copper, stainless steel, aluminum, or metal painted to match the exterior of the building.
- e. Downspouts, rain gutters, and leaderheads shall be concealed within wall or roof construction or, if exposed, shall be constructed of copper, stainless steel, aluminum, or metal painted to match the exterior of the building. Plastic materials and unpainted galvanized metal are strongly discouraged.

3. Building Materials.

- a. Permitted materials: Wood, stone, brick, cement fiber board, stucco, concrete.
- b. Discouraged materials: Aluminum siding, vinyl siding, scored plywood, and materials that are visibly simulated (e.g. Formliner or painted concrete applications that simulate the appearance of brick or wood).
- c. Mold resistant finishes and stucco with integral pigmentation should be used as appropriate

B. Lighting. Lighting shall be provided in compliance with the following:

1. All exterior lighting should be dark sky compliant, and designed, located and lamped in order to prevent overlighting, energy waste, glare, and light trespass.
2. Bollard lighting may be used to light walkways and other landscape features, but shall cast its light downward.
3. Internally illuminated fascia, wall, roof, awning or other building parts are discouraged.
4. All nonessential exterior lighting associated with non-residential uses shall be turned off within ½ hour after the close of business or when the non-residential use is not in use.

BRISBANE PLANNING COMMISSION
Action Minutes of October 28, 2021
Virtual Regular Meeting

CALL TO ORDER

Chairperson Gooding called the meeting to order at approximately 7:35 p.m.

ROLL CALL

Present: Commissioners Funke, Gooding, Gomez, Patel, and Sayasane
Absent: None
Staff Present: Director Swiecki, Senior Planner Johnson, Contract Senior Planner Kelly Beggs, and Associate Planner Robbins

ADOPTION OF AGENDA

Commissioner Funke moved to adopt the agenda. Commissioner Sayasane seconded the motion and it was approved 5-0.

CONSENT CALENDAR

Commissioner Patel moved to adopt the consent calendar (agenda item A). Commissioner Gomez seconded the motion and it was approved 5-0.

ORAL COMMUNICATIONS

There were no oral communications.

WRITTEN COMMUNICATIONS

Chairperson Gooding acknowledge two letters were received pertaining to agenda item C.

NEW BUSINESS

- B. PUBLIC HEARING: 3435 Bayshore Blvd; Interim Use Permit 2021-UP-5; C-1 Commercial Mixed Use (Baylands);** Proposed Interim Use Permit to establish a non-commercial tree nursery on approximately 3.5 acres of vacant land adjacent to the existing Mission Plant Nursery for a term not to exceed 5 years. Eric Aronsohn, applicant; Tuntex USA Inc. (Baylands Development Inc.), owner.

Senior Planner Johnson gave the staff presentation and answered questions from the Commission regarding the proposed nursery's water usage and its relationship to the adjacent and existing Mission Blue Nursery.

Chairperson Gooding opened the public hearing.

Eric Aronsohn, applicant, addresses the Commission and answered question about leveraging resources from Mission Blue Nursery, the types of trees expected to be grown at the nursery, and the timing of growing trees for the Baylands at the proposed location.

Barbara Ebel, Brisbane resident, spoke in favor of the project but raised concerns about the project's water usage.

Michele Salmon, Brisbane resident, spoke in favor of the project but raised concerns about nearby seasonal wetlands and invasive flora onsite.

Mary Rogers, Brisbane resident, raised concerns about lighting and potential benefits to Brisbane residents, if any.

Jason Nunan, spoke in favor or the project but raised concerns about non-native tree species being grown at the nursery.

With no others wishing to address the Commission, Commissioner Patel moved to close the public hearing. Commissioner Funke seconded the motion and it was approved 5-0.

After deliberation, Commissioner Funke moved to approve the application via adoption of 2021-UP-5 with an additional condition that prior to the applicant commencing operations, the limits of the seasonal wetlands shall be verified by a qualified biologist to ensure the interim use does not encroach upon the wetlands. Commissioner Gomez seconded the motion and it was approved 5-0.

C. PUBLIC HEARING: 600 Tunnel Avenue; Interim Use Permit 2021-UP-3; C-1 Commercial Mixed Use (Baylands); Proposed Interim Use Permit for the continued staging of up to 90 Google commuter buses on an approximately 3-acre site between Tunnel Avenue and the Caltrain rail line to serve Google employees on the peninsula for up to a 5-year term. Sam Khodja, applicant; Oyster Point Properties, Inc. (Baylands Development Inc.), owner.

Senior Planner Johnson informed the Commission that the applicant has requested to continue this item to the next scheduled meeting to discuss proposed conditions of approvals with staff.

Director Swiecki added that while the applicant's current interim use permit will expire before the next meeting, the use may continue until the Planning Commission acts on this item and they will be subject to the boundaries and conditions under the existing interim use permit.

Chairperson Gooding opened the public hearing.

Mary Rogers, Brisbane resident, spoke against the project.

Michele Salmon, Brisbane resident, spoke against the project.

Kim Follien, Brisbane resident, spoke in favor of the project provided the lot is paved and lighting is properly shielded.

Barbara Ebel, Brisbane resident, spoke in favor of the project provided the applicant follow through on mitigating dust and glare and provide the route and trip data per the new recommended conditions of approval.

Chairperson Gooding closed the public hearing and Commissioner Funke moved to continue the application to the next Planning Commission meeting of November 16, 2021. Commissioner Gomez seconded the motion and it was approved 5-0.

D. PUBLIC HEARING: Zoning Text Amendment 2021-RZ-2; Various zoning districts; Zoning text amendments to Title 17 of the Brisbane Municipal Code to City of Brisbane to establish objective design and development standards for housing development projects; establish residential density requirements for the NCRO-2 Zoning District; allow multiple family dwellings in the SCRO-1 District by right and multiple family dwellings as part of a mixed use in the NCRO-2 Zoning District by right; reduce guest parking requirements; and establish procedures and requirements for an administrative Housing Development Permit for qualifying housing development projects. City of Brisbane, applicant; Citywide.

Director Swiecki introduced Contract Senior Planner Beggs.

Contract Senior Planner Beggs and project consultants Aaron Akin and Nicholas Hamilton of Good City gave the staff presentation and answered questions about the criteria for certain development regulations, including step-backs, which zoning districts are impacted by the proposed amendments, the timing of approval required by the State, and if additional visualization and/or simulation materials of the proposed amendments could be provided.

The Commission asked staff and the consultants to further explain the proposed reduction in guest parking, including how the proposed standard was determined and whether the Housing and Community Development (HCD) would permit Brisbane to retain its current and more stringent standard.

Director Swiecki explained the State views parking as a constraint on housing availability and is regulating municipalities to reduce governmental constraints. Mr. Akin further indicated that HCD's review will include ensuring the feasibility of the proposed amendments are not financially burdensome, i.e., a limiting factor to the construction of housing, and leaving the guest parking standard unchanged may necessitate a subsequent change in the future.

Commissioners Funke and Gooding requested clarification on the approval process for new mixed-use and multifamily projects and the role of the Zoning Administrator. Director Swiecki informed the Commission that without any discretionary standards, the Zoning Administrator's role is to

confirm compliance with all applicable objective standards and listen to any comments raised by the community. He assured the Commission that new projects would still be noticed to adjacent parcels and comments or concerns raised by the public can be presented at a Zoning Administrator public hearing.

Chairperson Gooding opened the public hearing.

Barbara Ebel, Brisbane resident, spoke about making a compromise on the proposed guest parking reduction. She also requested staff highlight what proposed amendments are discretionary, what issues are not, and what changes are required by the State.

Michele Salmon, Brisbane resident, spoke against the project.

Commissioner Funke moved to continue the public hearing and application to the next Planning Commission meeting of November 16, 2021. Commissioner Gomez seconded the motion and it was approved 5-0.

ITEMS INITIATED BY STAFF

Associate Planner Robbins advertised an upcoming ADU webinar hosted by Second Unit Resources Center.

Senior Planner Johnson advertised 21 Element's third workshop on "Housing in a Climate of Change."

ITEMS INITIATED BY THE COMMISSION

There were none.

ADJOURNMENT

With the cancellation of the November 11, 2021 meeting, Chairperson Gooding declared the meeting adjourned to the next special meeting of November 16, 2021. The meeting adjourned at approximately 10:05 p.m.

Attest:



John A. Swiecki, Community Development Director

NOTE: A full video record of this meeting can be found on the City's YouTube channel at www.youtube.com/BrisbaneCA, on the City's website at <http://www.brisbaneca.org/meetings>, or on DVD (by request only) at City Hall.

City of Brisbane

Planning Commission Agenda Report

TO: Planning Commission For the Meeting of 11/16/2021

SUBJECT: **Zoning Text Amendment RZ-2-21;** Zoning text amendments to Title 17 of the Brisbane Municipal Code (BMC) to establish objective standards for housing development projects and permit multiple family dwellings in the NCRO-2 and SCRO-1 Zoning Districts by right; City of Brisbane, applicant; Citywide.

SUPPLEMENTAL REPORT

This item was continued from the October 28, 2021, Planning Commission Public Hearing. The Staff Report for the October 28th Hearing is included as Attachment A for context and further information. This supplemental staff report will summarize Planning Commission and public comments from the previous hearing and set forth staff responses.

October 28, 2021 Planning Commission Hearing

On October 28th the Planning Commission considered and continued the item after the staff presentation, questions from Commissioners, and public comment. Issues raised at the hearing are discussed below:

State Law Requirements and Draft Ordinance Scope

Members of the public and commission asked for clarification of the scope of the Draft Ordinance and what regulations are optional versus required by State Law.

State Law does not precisely dictate the objective standards cities will apply to Housing Development projects, but it does specify that only objective standards can be applied. Under the current Ordinance, the objective standards set forth for the NCRO-2 District include lot dimensions, lot coverage, height, setbacks, storefront requirements, and open space requirements. However, these limited objective standards may not promote high-quality design, as shown in Figure 1. As state law prevents the City from applying subjective design permit findings (for example, BMC 17.42.040 (A): “the proposal's scale, form and proportion, are harmonious, and the materials and colors used complement the project”), if such an application was submitted, the City would have limited leverage to deny the project without facing legal scrutiny.

Figure 1: NCRO-2 Building Design Under Current Objective Standards

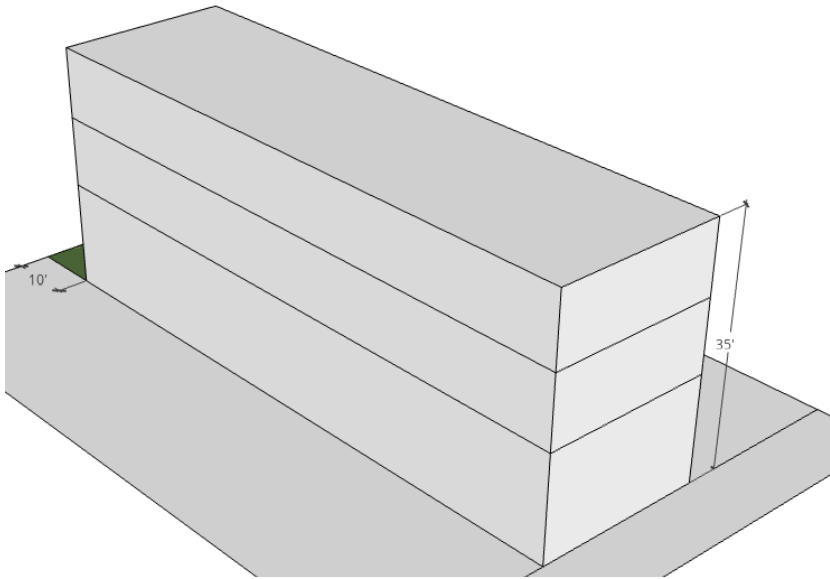
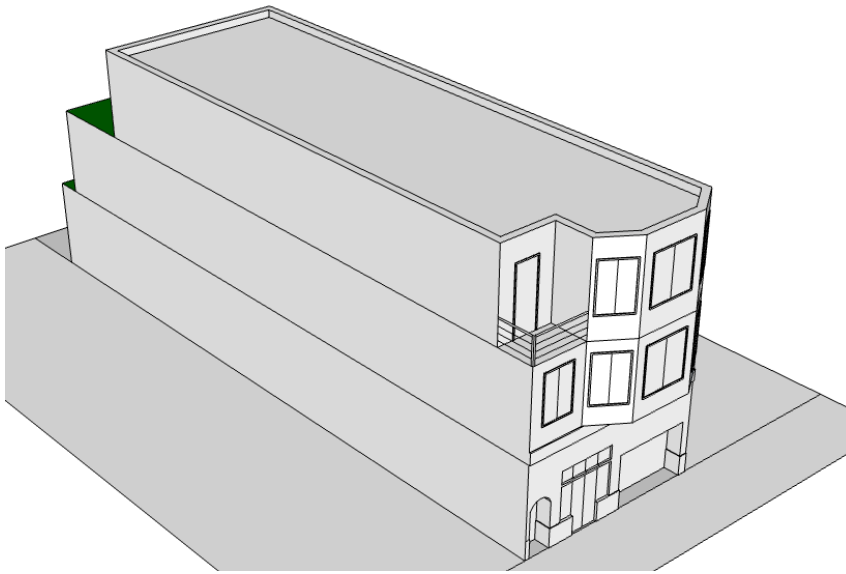


Figure 2: NCRO-2 Building Design Under Proposed Objective Standards



By adopting the Draft Ordinance and objective standards within, the City would have the ability to exercise greater control over the design of Housing Development Projects in addition to currently defined objective standards. As illustrated above in Figure 2, the Draft Ordinance would add objective standards and regulations to control site design, massing, materials, and articulation of a building.

New requirements include:

- Second and third-story rear stepbacks for projects adjacent to lower density residential zones to promote a context-sensitive transition from lower to higher density sites
- Third story front stepbacks to provide visual relief and articulation from a pedestrian perspective
- Articulation requirements to add visual interest and massing breaks to project design

- Ground floor height and transparency requirements for mixed-use projects to promote an active pedestrian streetscape
- Parking design requirements to minimize the appearance and improve the aesthetics of parking garages and areas

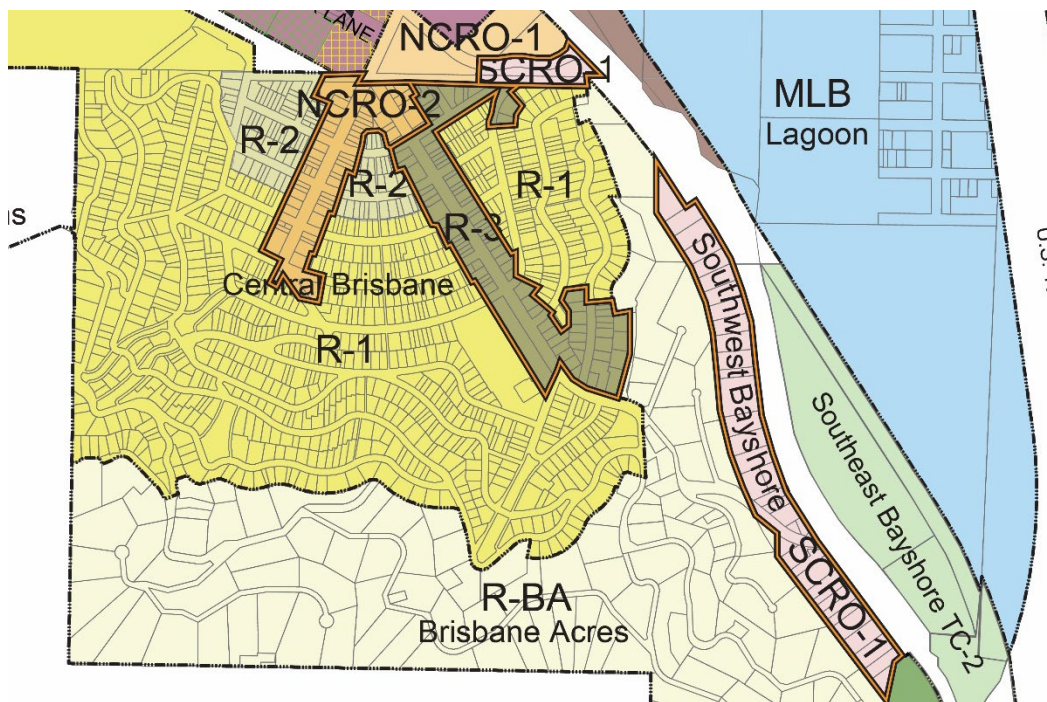
To clarify scope, the Draft Ordinance *would not*:

- Increase height limits
- Increase intensity regulations (such as residential density or Floor Area Ratio) above current approvals and regulations
- Decrease setbacks or stepbacks that control massing, or
- Allow new uses that were not previously conditionally permitted

Housing Development Project Sites

The Planning Commission requested further context on where projects subject to ODDS could be built in the city. The new Housing Development Permit would replace the Design Permit for Housing Development projects, replacing the subjective findings of the design permit with objective standards. The new permit and standards would apply to applicable projects in zoning districts that permit Housing Development Projects, which includes projects with two or more units and mixed-use projects where at least two thirds of floor area is dedicated to residential uses as defined by State Law. Zoning Districts within the City that permit multiple family dwelling units and mixed uses include the SCRO-1 District, the NCRO-2 District, and the R-3 District (outlined in orange in **Figure 3**). Housing Development Permits would be required for applicable multiple-family and mixed-use projects in these Districts. The current Municipal Code does not require Design Permits for duplexes, and with the exception of duplexes within the R-3 District, duplexes would also be exempt from the Housing Development Permit.

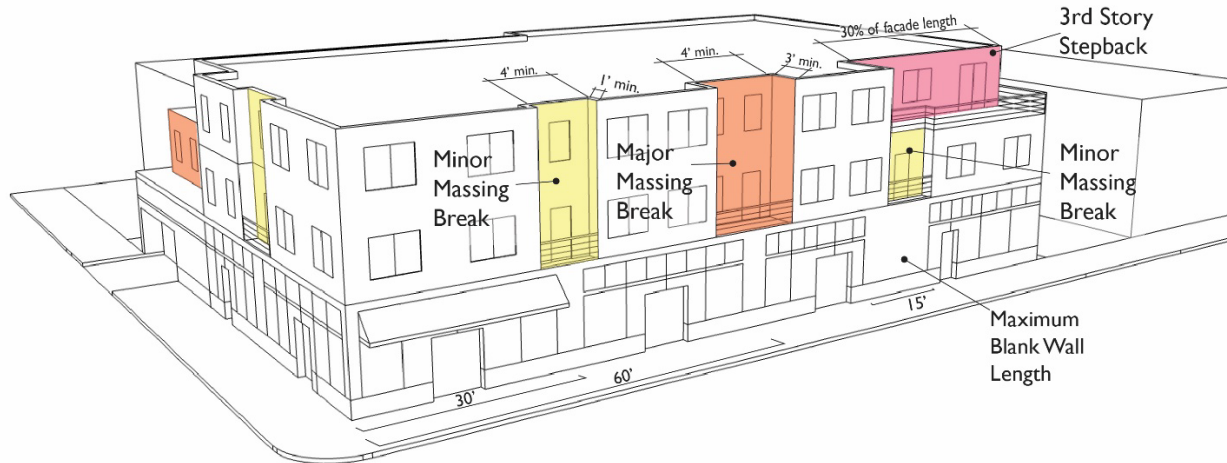
Figure 3: Applicable Zoning Districts



Illustrations prepared for the Draft Ordinance were based on actual lots within the City of Brisbane to show how new standards would apply to potential projects. For example, Figure 2 above is based

on a typical narrow lot (25 in width by 100 feet in depth) along Visitacion Avenue, such as 213 Visitacion Avenue or 18 Visitacion Avenue. Graphics for larger frontages, such as Figure 4 below, would require assembly of approximately 4 narrower lots along Visitacion Avenue.

Figure 4: Illustrative Graphic of Larger Site



Parking

The Planning Commission did not support a reduction in guest parking requirements from 1 space per 5 units to 1 space per 10 units. There was a public comment that the Commission should consider some “middle-ground” reduction in required guest parking. It is up to the discretion of the Commission to make a final recommendation to the City Council on this matter.

Another parking issue for the Commission’s consideration is parking versus storefront area on narrow lots in the NCRO-2 district. As noted in the October 28 staff report, it is infeasible to comply with both parking requirements and minimum required storefront on narrow lots in the NCRO-2 District. Proposed options were to either eliminate the parking requirement or reduce the minimum storefront size. Given the general discussion on limited parking within Brisbane, it appears the Commission’s direction was to recommend reducing the minimum floor area for storefront use for narrow lots in order to provide as much off-street parking as possible. The draft language below is suggested to meet the Commission’s direction: “The minimum floor area for a storefront use for lots of 30 feet in width or less is two hundred and fifty (250) square feet.”

ATTACHMENTS:

- | | |
|--|--------------------------|
| A. October 28, 2021 Staff Report | |
| B. Draft Resolution RZ-1-21 (including draft ordinance) | Attachments not included |
| C. Redline copy of proposed zoning text amendments | |
| D. SB 35 and the Housing Accountability Act, relating to objective standards (hyperlinks) | |
| E. Community Outreach Summary | |
| F. Draft Supplementary Housing Development Design Guidelines | |

Kelly Beggs, Contract Planner

John Swiecki, Community Development Director

BRISBANE PLANNING COMMISSION
Action Minutes of November 16, 2021
Virtual Special Meeting

CALL TO ORDER

Chairperson Gooding called the meeting to order at approximately 7:30 p.m.

ROLL CALL

Present: Commissioners Funke, Gooding, Gomez, Patel, and Sayasane
Absent: None
Staff Present: Director Swiecki, Senior Planner Johnson, Contract Senior Planner Kelly Beggs, and Associate Planner Robbins

ADOPTION OF AGENDA

Commissioner Funke moved to adopt the agenda. Commissioner Gomez seconded the motion and it was approved 5-0.

CONSENT CALENDAR

Commissioner Patel moved to adopt the consent calendar (agenda item A). Commissioner Gomez seconded the motion and it was approved 5-0.

ORAL COMMUNICATIONS

There were no oral communications.

WRITTEN COMMUNICATIONS

Chairperson Gooding acknowledge three letters were received pertaining to agenda item C.

OLD BUSINESS

- B. ~~**PUBLIC HEARING. 600 Tunnel Avenue, Interim Use Permit 2021-UP-3, C-1 Commercial Mixed Use (Baylands), Proposed Interim Use Permit for the continued staging of up to 90 Google commuter buses on an approximately 3 acre site between Tunnel Avenue and the Caltrain rail line to serve Google employees on the peninsula for up to a 5 year term. Sam Khodja, applicant; Oyster Point Properties, Inc. (Baylands Development Inc.), owner.**~~

~~*Note. This item was continued from the October 28, 2021 Planning Commission meeting.*~~

~~Senior Planner Johnson gave the presentation and answered questions from the Commission about the original complaints pertaining to fugitive dust and light glare, the timing of modifications made~~

- C. **PUBLIC HEARING: Zoning Text Amendment 2021-RZ-2;** Various zoning districts; Zoning text amendments to Title 17 of the Brisbane Municipal Code to City of Brisbane to establish objective design and development standards for housing development projects; establish residential density requirements for the NCRO-2 Zoning District; allow multiple family dwellings in the SCRO-1 District by right and multiple family dwellings as part of a mixed use in the NCRO-2 Zoning District by right; reduce guest parking requirements; and establish procedures and requirements for an administrative Housing Development Permit for qualifying housing development projects. City of Brisbane, applicant; Citywide.

Note: This item was continued from the October 28, 2021 Planning Commission meeting.

Contract Senior Planner Beggs and project consultants Aaron Aknin and Nicholas Hamilton of Good City gave the staff presentation and clarified the two decision points the Commission must review pertaining to guest parking requirements and storefront floor area, including the distinction between exempting off-street parking when 600 SF of storefront is provided and reducing storefront area to 250 SF (to accommodate the required off-street parking) on narrow lots.

Chairperson Gooding opened the public hearing.

Michele Salmon, Brisbane resident, spoke about the parking issues in Downtown Brisbane and recommended not altering the guest parking requirement and allow smaller storefront floor areas in order to preserve off-street parking requirements. She also had a question about the proposed residential density in the NCRO-2 Downtown Brisbane Neighborhood Commercial District.

Staff clarified that the NCRO-2 District does not currently have a residential density standard; residential uses are a conditionally permitted use and density is set by conditional use permit. The proposed density of 600 SF of lot area per unit - approximately 72 DU/AC - is comparable to past conditional use permit approvals in the NCRO-2 District that ranged between 64 and 87 DU/AC.

With no others wishing to address the Commission, Commissioner Funke moved to close the public hearing. Commissioner Patel seconded the motion and it was approved 5-0.

Director Swiecki informed the Commission that while staff has specifically presented two separate decisions regarding parking and storefront area regulations, the Commission may deliberate and offer recommendations to alter any of the proposed standards and amendments.

After deliberation, Commissioner Funke moved to approve the application via adoption of 2021-UP-3, with the following recommendations on parking:

- No change to the current guest parking regulations (1 space per 5 units); and
- Allow storefront areas of 250 SF on lots less than 30 feet wide, maintaining off-street parking requirements.

Following deliberation, Commissioner Funke moved to recommend City Council adoption of the draft ordinance by adopting Resolution 2021-RZ-2. Commissioner Sayasane seconded the motion and it was approved 5-0. Chairperson Gooding read the appeals procedure.

ITEMS INITIATED BY STAFF

Director Swiecki informed the Commission that the Mayor's [State of the City](#) address will be tomorrow, and staff will schedule and provide informational sessions to the Commission early next year regarding a series of State Bills related to housing, such as SB 9, that recently passed.

ITEMS INITIATED BY THE COMMISSION

There were none.

ADJOURNMENT

With the cancellation of the November 25, 2021 and December 9, 2021 meetings, Chairperson Gooding declared the meeting adjourned to the next special meeting of December 16, 2021. The meeting adjourned at approximately 9:35 p.m.

Attest:



John A. Swiecki, Community Development Director

NOTE: A full video record of this meeting can be found on the City's YouTube channel at www.youtube.com/BrisbaneCA, on the City's website at <http://www.brisbaneca.org/meetings>, or on DVD (by request only) at City Hall.

RESOLUTION RZ-2-21

A RESOLUTION OF THE PLANNING COMMISSION OF BRISBANE
RECOMMENDING CITY COUNCIL APPROVAL OF ZONING TEXT AMENDMENT RZ-2-21
AMENDING REGULATIONS WITHIN TITLE 17 OF THE BRISBANE MUNICIPAL CODE
CONCERNING HOUSING DEVELOPMENT PROJECTS AND STREAMLINED HOUSING
DEVELOPMENT PROJECTS

WHEREAS, the State Legislature finds that the lack of housing, including emergency shelters, is a critical problem that threatens the economic, environmental, and social quality of life in California; and

WHEREAS, effective January 1, 2018, Senate Bill 167 (Skinner), amended Section 65589.5 of the Government Code and changed the requirements for local governments relating to objective standards and Housing Development Projects; and

WHEREAS, effective January 1, 2018, Senate Bill 35 (Weiner), amended Sections 65400 and 65582.1 and added and repealed Section 65913.4 of the Government Code, and changed the requirements for local governments relating to objective standards and Streamlined Housing Development Projects; and

WHEREAS, the City's current zoning ordinance regarding housing development projects must be updated to comply with current State law; and

WHEREAS, the draft ordinance attached as Exhibit A to this resolution proposes amendments to Title 17 (Zoning) of the Brisbane Municipal Code in order to comply with current State law regarding Housing Development Projects; and

WHEREAS, on October 28, 2021, the Planning Commission conducted a hearing of the application, publicly noticed in compliance with Brisbane Municipal Code Chapters 1.12 and 17.54, at which time any person interested in the matter was given an opportunity to be heard; and

WHEREAS, the Planning Commission reviewed and considered the staff memorandum relating to said application, and the written and oral evidence presented to the Planning Commission in support of and in opposition to the application; and

WHEREAS, the draft ordinance does not require additional environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15168 and 15183, as the project is consistent with and in the scope of the General Plan EIR and does not trigger the preparation of a subsequent EIR pursuant to CEQA Guidelines Section 15162.

NOW, THEREFORE, based upon the evidence presented, both written and oral, the Planning Commission of the City of Brisbane hereby RECOMMENDS that the City Council adopt the attached ordinance.

AYES: Chairperson Gooding and Commissioners Funke, Gomez, Patel, and Sayasane
NOES: None
ABSENT: None



DOUGLAS GOODING
Chairperson

ATTEST:



JOHN SWIECKI, Community Development Director

From: [Swiecki, John](#)
To: [Beggs, Kelly](#)
Cc: [Robbins, Jeremiah](#)
Subject: FW: For Tuesday's PC Meeting
Date: Monday, November 15, 2021 2:59:48 PM
Attachments: [Cookie-CuttoerRule10.16.21.pdf](#)
[CurrentEnvironmentalIssues.pdf](#)
[image001.png](#)

From: Earthhelp <earthhelp@earthlink.net>
Sent: Monday, November 15, 2021 2:58 PM
To: Swiecki, John <johnswiecki@ci.brisbane.ca.us>; Padilla, Ingrid <ipadilla@ci.brisbane.ca.us>; Sayasane, Pamala <psayasane@ci.brisbane.ca.us>
Subject: For Tuesday's PC Meeting

Please provide these comments to the planning commissioners.

I remain disabled and wonder about parking for disabled persons. Reducing parking requirements impedes more than storefront usage and impacts other laws. I think a city-wide parking solution needs to be created rather than reducing the parking requirements. There are some places in San Francisco I will not shop because parking is an issue. Their loss.

Additional comments here:

Cookie-cutter Rule:

To: Planning Commissioners, Staff, and the Public
 From: Dana Dillworth
 RE: ODD Regulations RZ-2-21
 November 16, 2021

Thank you Commissioners for your concern about the scope of this re-zoning document and continuance to this meeting.

Thank you Barbara and Michele for being the stalwart, heart-centered volunteers of this community who spoke about the need to recognize that Brisbane is a special place and that a checklist with a building czar is an inadequate regulation.

Thank you for the opportunity to “speak” at these meetings and I understand your concern of becoming “just a citizen” on discretionary matters that may be being overlooked.

One item missing from this discussion is SB10, it was signed by Governor Newsom September 16th, goes into effect January 1st, 2022. You may want to rephrase or reassess your earlier comments that this zoning ordinance will have no impact in R-1 zoning.

SB10 allows councils to override voter-approved ballot measures and bypass environmental review by meeting certain low- and moderate-income housing unit numbers. I ask that you have a meeting dedicated to understanding how this type of “objective” design review may be required of all buildable lots in Brisbane in the future, or make a stand on the law as Michele, Barbara, and I come to ask of you.

This document needs to be in compliance with our general plan. As such, this document cannot be approved when it only speaks to the facade and not the functionality, the solar orientation, or meeting

other state and community goals such as net zero energy, water production and retention, sufficient recreational open space and self-sufficiency...which are the cornerstones of our General Plan. This document needs to be in compliance with our general plan.

The pandemic and now supply chain issues should have given us some time to reflect on our impacts and values. Is business as usual working?

Where's innovation? Where are the requirements that the skin of the building be involved in meeting one, two, or three plusses to the environment? (Solar orientation, garden or growing vegetation for food and shelter, bird housing, water or energy storage? to name a few.)

I compiled a list of environmental concerns and innovative solutions and presented them to the council. I am adding my list here. In some Scandinavian countries new housing is required to provide rainwater or gray-water cisterns, energy production, and energy storage. (See Dutch Windwheel) I read that Great Britain requires new housing to provide the front lower facade for battery storage. Turkey optimizes roofs for rainwater harvesting. Singapore has a LUSH Garden Law, including food production requirements within the facades or skins of buildings. We need more than bump-out language.

I fear that the first project that clears the checklist hurdle becomes the cookie-cutter for all future development.... Cookie-cutter laws or the lack of subjectivity should be open to public discussion because our General Plan includes not allowing repetition of design. You have to remove those provisions from our General Plan or make this document in compliance with the general plan.

Rear wall articulation required is debatable. There are times where design by book doesn't work, like along rail corridors, where bump-

outs and fenestration just become pigeon lofts and toxic emission zones from idling traffic and delivery trucks.

There is no reason to believe the pretense that the cookie-cutter approach provides usable, functional space. What about design standards that require every bedroom to have a window or natural lighting, i.e. must include light wells and skylights? Orientation to maximize passive solar heating and cooling may require northern facades to be a different type of feature.

Where is the check list?

Please include garden walls in this ordinance so that we mitigate air pollution from the future gridlock community this will inevitably create.

Please include requirements that meet sustainability goals for rainwater and energy retention which may allow / require the skins and walls and open space areas to be multi-purpose.

Owners unwilling to incorporate must contribute to a community garden, community sustainable energy project, or community open space project.

Our General Plan was constructed with a standard for open space and recreation per resident that we remarked was higher than national averages. IF you only look at the facades of the projects and miss the foundations of our community, then this document is not in compliance with our General Plan, it will not create a livable community. It should be sent back for revisions that recognize the community standards as a whole, not one unit at a time to a community that has not been given all the relevant information.

Perhaps the building commissioner should be an elected official that presents their qualifications for adjudication rather than be an "assignee" at the discretion of the hiring of the City Manager.

Water issues-

<https://www.sfgate.com/bayarea/article/Santa-Clara-Bay-Area-water-restrictions-drought-16235537.php>

Loss of Salmon due to Water Policies Favoring Almond Industry:

<https://www.latimes.com/opinion/story/2021-07-26/editorial-california-salmon-extinction-extreme-heat>

Urban Heat Islands -Cooling by Design - Importance of Vegetation: Garden City Concept-

<https://www.youtube.com/watch?v=PM101DvvG4Q>

Issues with Building on Landfills-

Building failures on garbage landfill Sampoong, South Korea

<https://www.youtube.com/watch?v=259gYwTWUyU>

Millennium Tower sinking, lawsuits

<https://www.youtube.com/watch?v=NFY906qlao0>

Millennium Upgrade Problems

<https://www.youtube.com/watch?v=OgQncSHLfaMs>

Sinking sidewalks in Mission Bay

<https://www.youtube.com/watch?v=Ef84rFGGyKE>

<https://www.youtube.com/watch?v=jjZmTmZ9Ay8>

EPA Vulnerability of Landfills in Coastal Communities by Climate-Induced Impacts:

https://www.epa.gov/sites/default/files/2019-11/documents/vulnerability_of_waste_infrastructure_to_climate_induced_impacts_in_coastal_communities.pdf

Updated Standards for Solid Waste Landfills:

http://www.gfredlee.com/Landfills/Status_Developing_Protective_MSW_Landfills.pdf

Refer to Recent USGS Tsunami Mapping.

Liquefaction in Tokyo: (10 years old)

<https://www.youtube.com/watch?v=TzlodnjPAuc>

Innovative Energy Production :

Dutch Windwheel starts at 4:20

<https://www.youtube.com/watch?v=nNp21zTeCDc>

Singapore's LUSH Garden Law

<https://www.youtube.com/watch?v=2ueVw83Plec>

South San Francisco Eyeing Limits on Biotech

https://www.smdailyjournal.com/news/local/south-san-francisco-eyeing-limits-on-research-and-development/article_47c526cc-096d-11ec-bbe4-c3de2e3cd69c.html

From: Barbara Ebel <ecology@greenknowe.org>
 Sent: Tuesday, November 16, 2021 12:26 PM
 To: Padilla, Ingrid <ipadilla@ci.brisbane.ca.us>
 Subject: for Planning commission tonight

Ingrid,

Please forward to the BPC as soon as possible. Im afraid I thought I had until Thursday to finish this, but looked at the calendar on Monday and noted the Planning Commission is meeting tonight and Council on Thursday. I have been working as hard as I can to polish the up since finding my error.

I hope everyone will read it and give it due consideration.

--

Barbara Ebel

Case for using specific Architectural Styles as part of the Objective Design & Development Standards for Brisbane

Is it possible to use a term like Art Deco etc. in objective design standards? When I asked our consultants in a recent meeting on objective design standards, I and the other attendees were told that this is possible so yes. You can do this.

What area should be covered? I would recommend either major or minor renovation of the building exteriors in the NCRO-2 district. There are other options of course.

Why do this? There are multi-fold reasons, all of which come together to make a strong case.

Defining a style(s) upfront guarantees you a cohesive landscape. I have attended countless design meetings and Planning Commission session in my years in Brisbane. I can promise you that the architects rendering of the building is always lovely. There is never any trash on the ground, the colors are muted and blend well with other buildings and the particular shade of blue they have used to shade the sky. The birds sing and sun always shines in a rendering and it always looks great with the building next door. If only this was true in real life. Buildings often fall short of their forecast glory. By defining an architectural style(s), you can ensure at least one level of compatibility not provided by the draft standards.

We already have a number of beautiful Art Deco buildings on Visitacion, and one permitted design on San Bruno Ave. There are other architectural styles, but Art Deco, California Spanish and Arts & Crafts are already represented. In order to avoid an increasing mish-mash of styles, some of which have yet to be invented, go with what you have. I proposes adding one or more of the above to the ODDS.

The only guidelines in the proposed design standards center around building articulations and set backs. Articulations are nice, but they don't really define a standard or "look" for an area. You can have Art Nuevo buildings with articulations. You can have Art Deco buildings with articulations. You can have Brutalist buildings with set backs and articulations. Articulations and set backs don't promise you anything about the building you will get other than that it will have set backs and articulations. This is a sort of like saying you like cars, but you only want cars with wheels. So Tesla or El Camino?

Architecture is flighty and fad driven. It is constantly seeking to reinvent itself like runway couture. Some times the results are good, but it also results in a lot of rotten eggs. (see Blobitecture, which btw, is probably compatible with the currently contemplated objective design standards) The [Brianna Rennix & Nathan J. Robinson](#) article, “Why You Hate Contemporary Architecture” states Boston's City hall looks like a “hideous concrete edifice of mind-bogglingly inscrutable shape, like an ominous component found left over after you’ve painstakingly assembled a complicated household appliance,” and “that people were begging for it to be torn down before it was even completed.” If having big names design buildings cannot guarantee a pleasing design, how can we expect to get good results with every project picking arbitrary styles independently? <https://www.currentaffairs.org/2017/10/why-you-hate-contemporary-architecture>

What would be the impact? Take the 23 Club as an examples. Its a much loved building with loads of history, a great interior and a rather unremarkable exterior. Its probably going to be redeveloped soon and one of three things can happen. The exterior could remain relatively unchanged and rather dull. It could be remodeled into some modern facade of stacked and articulated rectangular elements and look out of place with the buildings on either side and loose its sense of connection to a cornerstone of Brisbane history. Or it could be subject of ODDS that include some limitations on architectural style and attain new character and charm (even though we cannot use those words in the ODDS.) The choice is clear.

Can it work? The answer is, it already has! When 50 San Bruno came before the Brisbane City Council for approval, the architect was asked to add more Art Deco details to the exterior of the building, and he did it! It wasn’t even mandatory, but Mr. Trotter does a lot of work in this community and valued the opinion of the council, and we now have a really elegant design approved. We cannot expect architects that have no connection to this community to care about the aesthetic legacy they leave here long term. They are looking for a portfolio page at best. With one or more architectural styles included in the new objective design standards, we can replicate this success with 50 San Bruno.

This would be very good for Brisbane. Architecture helps define a sense of place. You don’t have to be an expert to understand this. In the preceding Baylands EIR, it was projected that more people would head from Brisbane to the Baylands to shop than would come to old Brisbane from the Baylands. We will be looking at a net decrease in business for our local shops. We cannot hope to compete with the newness of the Baylands, so how do we make the businesses in old Brisbane a destination? One is having the right mix of cute and trendy shopping options. Hopefully the Brisbane Chamber can help us develop our business community into something robust. Another component is place making and you have an opportunity to make a start on that today. By choosing Art Deco, or frankly another style, you give old Brisbane an unique, *distinctive* appearance. Something that will stick in peoples minds. Residents often refer to Carmel as their ideal. Google describes Carmel as, 'known for the museums and library of the historic Carmel Mission, and the fairytale cottages and galleries of its village-like center.' Every one I have spoken too in old Brisbane values its quaint charm. This could be us, but not if you let the future take a wandering course.

Why am I just now hearing about this option? I don't know. It’s not like I haven't been saying this for years. My informal polling of residents on social media in February had an overwhelmingly positive response. Shelley Hodes and Frank Martin agreed, “Some of the box structures along Visitation can not be restored into their former glory as there never was any.” Shelly pondered, “what other idea can we come up with to keep our downtown quaint and historic feeling? Number 1: Don't add more sterile boxy modern cost-cutting eyesores to the mix.” She also disparaged older building being made

contemporary to everyone's detriment. Our current tact of letting people do what they want as long as they required number of set backs and articulations are met will not preserve the charming buildings and history we do have.

Leesa Greenlee suggested adding a number of styles to give owners further options but still keep the pallet somewhat cohesive. Leesa noted an example of Arts and crafts style at 248 Visitacion and examples of the California Spanish at 400 Visitacion, Madhouse Coffee Shop. Examples of Art Deco are located at 31 & 185 Visitacion. She noted that many of the buildings appeared to have been built in the 1930 and still bear some resemblance to the Art Deco style of that era.

Will there be objections? Yes, there always are. Let's get this done. Lets' get something done. I have been begging for this since 2017, maybe earlier and the stakes are so much higher now with the state requirement for ODDS. Really, I'd take anything except total inaction. Its like standing at the alter. Speak now, or forever hold your piece because what ever you ask for today, is what we are going to be married to for a long time.

From: [Swiecki, John](#)
To: [Beggs, Kelly](#)
Subject: Fwd: Zoning density, Old Business C
Date: Monday, November 15, 2021 6:59:54 AM

From: anjakmiller@cs.com
Date: November 13, 2021 at 23:09:52 PST
To: "Swiecki, John" <johnswiecki@ci.brisbane.ca.us>
Cc: Sayasane Pamala AT yahoo <sayasanelaw@yahoo.com>
Subject: **Zoning density, Old Business C**
Reply-To: "anjakmiller@cs.com" <anjakmiller@cs.com>

To the Planning Commission:

Having followed the extensive discussions among the State's elected local officials regarding SB9 and SB10, I am convinced that this legislative effort, along with the housing enforcement measures by the administration, are not intended to provide for affordable housing but for continued support for developers of market-rate housing.

Your task, I hope, is to carefully examine the text of these bills regarding fire-safety districts and lot sizes in Brisbane. The "design standards" could help us avoid the worst.

Thank you for your honest work,

Anja Miller

To: Planning Commissioners, Staff, and the Public

From: Tom Heinz, 41 Humboldt Rd. Brisbane, CA 94005 415.468.8587

RE: ODD Regulations RZ-2-21

November 17, 2021

I've been accused of being against housing. To the contrary, I have always advocated for good architecture, which has gone unheeded. I want the best for Brisbane, not the minimum!

As a retired architect, I see multiple issues with this proposal. Please compare apples with apples and oranges with oranges. The cities that were mentioned are completely devoid of actual comparisons or similarities to Brisbane. Check population vs. acreage, size of houses, lots etc. Brisbane is small and unique. I am offended when outsiders come into our community and tell us we don't deserve anything better than the bare minimum.

Smaller lot size doesn't dictate less parking!!! Regarding guest parking reduction, what about the many families with both parents working, and with 2 teenage daughters? That's 4 cars. Where do their boyfriends park when they visit? Where does grandma park, 7 blocks away? These minimums are dictated by developers who do not want to spend money as it might mean less money in their already fat wallet. That's not design.

When you break the façade every 30 feet, then all the buildings will look alike, only colors and textures different. It's poor architecture and looks like no one had an imagination. Rubber stamp architecture, cookie cutter architecture. Pull a drawing from another project, change a few numbers and you have designed something new? When there is only color/texture variation it then looks 'facady', patchy, not a coherent, integrated well-designed building. Yes, engineers can build a building, but they are not designers, nor even trained in aesthetics, nor how to use the sun or the terrain in their design. Nor are developers.

Why do we (WE, the City/people of Brisbane) have to look like El Camino? Are we planning to build that big?? Brisbane has always been a unique and special place and this proposal wants to homogenize us into automatons. Why not hire lots of different architects – think jobs – not just one developer-designed, nor engineer-designed. Do you have art in your house? Where's the art here?

People are individuals – why should all their housing look the same, monotonous? As a society we become mere drones when we lack imagination. When everyone thinks the same, no one is thinking. When design becomes based on how much it costs a developer to add one more car space it is not design but greedy capitalism. Without imagination we become stagnate individuals.

Setbacks in the rear? Please travel through any of the alleys in South San Francisco, or the new Airport Blvd. at the intersection of Grand Ave. and Bayshore Blvd. and ask yourself if you would sit out on your balcony? This type of set back does not allow any more light into the house than the front. Setbacks in the front help reduce the visual massing on the street side. Define visual interest. It's certainly not just color and texture, so please define.

It was said that this is merely mechanical discussion. Mechanical discussions yield mechanical designs.

Define the qualifications of the Zoning Administrator. Will it be an elected position, so we see the credentials of those running and be able to choose?

Respectfully,

Tom Heinz
189

File Attachments for Item:

F. Approve Plan for Community Park Festival Tree Replacement

(The recommendation is to plant a small grove of Douglas Fir trees. The fiscal impact of planting of the three recommended trees and modification of the irrigation system is expected to cost approximately \$6,000.)



CITY COUNCIL AGENDA REPORT

Meeting Date: May 19, 2022

From: Karen Kinser, Deputy Director of Public Works
Noreen Leek, Parks & Recreation Director

Subject: Community Park Festival Tree Replacement

Community Goal/Result

Community Building, Ecological Sustainability

Purpose

Preserve a long-standing tradition valued by the community while encouraging connectivity and demonstrating environmental stewardship.

Recommendation

Accept the recommendation from the ad hoc subcommittee of Open Space and Ecology Committee (OSEC) and Parks & Recreation (P&R) Commission members regarding replacement of the City's Festival tree and direct staff to proceed accordingly.

Background

For more than three decades, the deodar cedar tree at the Community Park has served as the focal point for Brisbane's annual Festival of Lights event and has been an asset cherished by the community. It became apparent many years ago, and was subsequently affirmed by arborist assessments, that the tree's overall health was progressively declining, attributable to a variety of factors.

A joint ad hoc subcommittee, comprised of members of OSEC and the P&R Commission, was established to review the issue and provide recommendations. In preparation for future Festival tree needs, a 20' Sequoiadendron was planted in late 2019 at the northeast corner of San Francisco and Old County Road in the park. The hope was that this tree would have time to mature in place and be established when the decline of the original tree became prohibitive to its use. Unfortunately, an undetected irrigation system leak caused a rapid decline in health and untimely removal of the new tree in early 2021. The leak has since been isolated, with repair of irrigation issues planned.

In November of 2021, when certified arborist Tim Chang and his crew arrived onsite to prepare the original deodar cedar tree for the Festival of Lights event, he observed that the tree had developed a significant lean after heavy rains and winds, and he recommended its removal. City staff consulted a second certified arborist, who confirmed the assessment and the recommendation for removal. Both expressed their concern regarding public safety. The tree exhibited a 15% lean and displayed movement at the trunk during a pull test, indicating its instability. That day, Public Works staff placed barricades and caution tape in the area

Community Park Festival Tree Replacement

Page 1 of 3

surrounding the tree. It was determined that with the area protected, the tree would remain through the 2021 Festival of Lights and holiday season and be removed shortly thereafter.

Discussion

The joint subcommittee met in December 2021 to discuss various alternatives. They discussed placement options, ideal tree species, and how best to achieve a long-term solution. The subcommittee was in consensus that the following criteria are essential to a successful outcome: a native species that would both thrive in Brisbane's climate and achieve the appearance of a holiday tree, a small grove of 3-4 trees that could grow in community and provide protection from the elements (i.e., wind), and trees that were young/small enough to take root with a lesser risk of transplant shock. Inclusion of an establishment period in the tree planting was requested. Douglas Fir tree species were recommended as meeting all the requirements.

Following the Council's recommendation in January, staff secured an arborist to analyze the situation and provide recommendations for consideration. Staff selected John McClenahan of S.P. McClenahan Company, and John visited the planting site on 3/9/22. Following his visit, he provided recommendations based on multiple criteria; suitability of a tree species for continued use in a festival tree lighting role, for planting in the existing soil based on the laboratory soil analysis, a moderate to fast growing species, and a species that is known to thrive in our microenvironment. He recommended two species that were established in the area and are thriving without signs of environmental stress.

The joint ad hoc subcommittee reconvened to review the arborists assessment and make a recommendation to City Council regarding replanting. The subcommittee is recommending planting a small grove of Douglas Fir trees to provide mutual support from the onsite wind conditions during their early years.

Finally, Mr. McClenahan offered staff his professional opinions on different venues for tree purchases, recommended planting procedures, and cultural practices to offer the best result regarding tree establishment. He also noted that after 20 years, the crowns of trees planted in a grove might overlap and intentional select pruning could be necessary to ensure the health of the trees.

Fiscal Impact

Planting of the three recommended trees and modification of the irrigation system is expected to cost approximately \$6,000.

Attachments

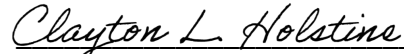
1. Photo of proposed species



Karen Kinser, Deputy Director of Public Works



Noreen Leek, Parks & Recreation Director



Clay Holstine, City Manager

ATTACHMENT 1



File Attachments for Item:

G. Adopt a City Resolution and a Guadalupe Valley Municipal Improvement District Resolution Approving the 2021 Amended and Restated Water Supply Agreement Between the City and County of San Francisco Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County and authorize the City Mayor and the Board Chair to execute such Agreement



CITY COUNCIL & GVMID BOARD OF DIRECTORS AGENDA REPORT

Meeting Date: May 19, 2022

From: Director of Public Works/City Engineer

Subject: 2021 Amended and Restated Water Supply Agreement with the City and County of San Francisco (CCSF)

Community Goal/Result Ecological Sustainability

Purpose

To obtain Council and Board approval of a proposed amendment to the Water Supply Agreement (WSA) with CCSF. This action is consistent with the community's goals of efficient water use.

Recommendation

1. The City of Brisbane City Council adopt a Resolution Approving an Amendment to the Amended and Restated Water Supply Agreement Between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County.
2. The Guadalupe Valley Municipal Improvement District (GVMID) Board of Directors adopt a Resolution Approving an Amendment to the Amended and Restated Water Supply Agreement Between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County.

Background

The City of Brisbane and GVMID obtain 100% of their water from the Hetch Hetchy Regional Water Supply System (RWS) pursuant to a 1984 "Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and Certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County", and to a subsequent negotiated Water Supply Agreement and amendments thereto.

The majority of the suburban purchasers have an Individual Supply Guarantee (ISG), which represents their allocation of the 184 million gallons per day (MGD) of water available from the RWS. Four of the purchasers also have a Minimum Purchase Requirement (MPR), which is a "take or pay" clause. In other words, regardless of the actual purchase amount, those purchasers with an MPR pay for that specified amount of water. The existing WSA does not allow a purchaser to transfer any portion of its MPR to another purchaser.

Discussion

At first glance, this seems to be a simple issue – just allow for the transfer of MPR volumes. However, the manner in which CCSF annually calculates cost relies upon the anticipated income from MPR water. The Bay Area Water Conservation Agency (BAWSCA) staff and the staff members of the suburban purchasers assigned to the BAWSCA Water Management Representative (WMR) technical committee have been working on the proposed amendment since 2017 to ensure that permanent transfers of MPR volume do not result in new or different risks to the water supply and financial interest of those wholesale customers not participating in the transfer.

Example calculations to confirm this goal was met are not particularly arcane, but are quite detailed in nature. The members of the WMR (Brisbane is represented by the Public Works Director and Deputy Director-Utilities) have all reviewed and agreed unanimously to the proposed amendment. The proposed amendment has also been presented on multiple occasions to chief executives and legal counsel of all twenty-six BAWSCA agencies.

In addition to protecting the water supply interest and financial interest of the member agencies, the amendment provides an effective way to transfer water that is in keeping with State law requiring the efficient use of water.

Fiscal Impact

There is no anticipated impact as a result of Council and Board approving this item.

Measure of Success

An amendment to the existing WSA that allows for water transfers between BAWSCA agencies.

Attachments

1. Minimum Purchase FAQ sheet
2. City of Brisbane Resolution
3. GVMID Resolution
4. Redline showing changes to Section 3.04, 3.07 and 2.03 of the Amended and Restated Water Supply Agreement
5. 2021 Amended and Restated Water Supply Agreement with Attachments



Randy Breault, Public Works Director



Clay Holstine, City Manager



DECEMBER 2021

KEY AMENDMENT BENEFITS

- ✓ Provides an Expedited Process for Certain Types of Transfers
- ✓ Removes a Barrier to Maximizing Local Supplies
- ✓ Allows for Increased Purchases of RWS Supplies Resulting in a Reduced Unit Cost of Water to All Wholesale Customers
- ✓ Overcomes a Hurdle for Greater Use of Existing RWS Supply
- ✓ Protects the Financial and Water Supply Interests of All Wholesale Customers

MINIMUM ANNUAL PURCHASE QUANTITY (MGD):

ACWD	7.648
Milpitas	5.341
Mountain View	8.930
<u>Sunnyvale</u>	<u>8.930</u>
Total:	30.849

PROPOSED CONTRACT AMENDMENT Regarding the Minimum Annual Purchase Quantity

What Contract is Being Amended and Who Are the Parties?

The 2018 Amended and Restated Water Supply Agreement between the City and County of San Francisco and the Wholesale Customers in Alameda, San Mateo, and Santa Clara Counties (WSA).

What Does the WSA Govern? The WSA governs the supply of 184 million gallons of water per day (MGD), on an annual average basis, from the San Francisco Regional Water System (RWS) to the Wholesale Customers. The WSA also establishes rules and requirements for water purchases and transfers between the Wholesale Customers.

Why is This Amendment Proposed? In 2019, the Wholesale Customers directed BAWSCA to draft a proposed WSA amendment to provide a procedure for expedited and permanent transfers of Minimum Annual Purchase Quantity (Minimum Purchase) requirements, while safeguarding the financial and water supply interests of Wholesale Customers not participating in such transfers.

What is a Minimum Purchase Requirement? When the WSA was developed, four agencies with access to sources of supply not available to either San Francisco or the other Wholesale Customers at the time were required to purchase a “minimum annual quantity of water” from the RWS. Those four multi-source agencies are Alameda County Water District (ACWD), Milpitas, Mountain View, and Sunnyvale (Minimum Purchase Agencies).

These four Minimum Purchase Agencies are subject to a “take or pay” Minimum Purchase requirement, which guarantees an ongoing financial stake in the RWS and ensures financial stability for all Wholesale Customers as well as San Francisco retail customers that rely on the RWS. The total Minimum Purchase requirement is 30.849 MGD. Any change to the Minimum Purchase requirement necessitates an amendment to the WSA.

Why Amend the Minimum Purchase Requirement? The Wholesale Customers desire to remove obstacles to water transfers between individual member agencies. One such obstacle is the Minimum Purchase requirements. Establishing a means by which a Minimum Purchase requirement could be linked to a proposed water transfer would effectively remove that obstacle.

What Does the Proposed Minimum Purchase Amendment Do? The proposed amendment provides a contractual vehicle for Wholesale Customers with an Individual Supply Guarantee (ISG) to participate in a paired, expedited, and permanent transfer of a portion of ISG and Minimum Purchase.

Is There a Limit to the Quantity of Minimum Purchase That Can Be Transferred? Only 6 MGD of the total Minimum Purchase requirement may be transferred pursuant to this “pre-approved” pathway.

Additionally, Minimum Purchase Agencies may transfer no more than 50% of their total Minimum Purchase requirement. A future WSA amendment may increase these caps if demand for additional transfers exceeds these limits.

What Are the Benefits of the Minimum Purchase Amendment? The proposed amendment offers several benefits and solutions for the Wholesale Customers:

- ✓ Removes an existing barrier for a Minimum Purchase Agency to reduce the financial liability associated with the cost of imputed sales for Minimum Purchase water that is not use.
- ✓ Overcomes a hurdle for greater use of current RWS supply by enabling additional transfers between eligible Wholesale Customers.
- ✓ Increased purchases from the RWS result in reduced unit costs for all Wholesale Customers.
- ✓ Water transfers between Wholesale Customers offer potential water supply to meet needs for new developments within the BAWSCA service area.
- ✓ As indicated by the San Francisco Public Utilities Commission (SFPUC), maximizing the use of existing supplies through transfers facilitates the development of new supplies necessary to support San Jose and Santa Clara as permanent customers.

Will the Proposed Amendment Result in New or Increased Risks to the Wholesale Customers?

No. The proposed amendment protects the financial and water supply interests of Wholesale Customers not participating in transfers.

- ✓ The total Minimum Purchase remains the same regardless of transfers.
- ✓ Transferees must pay imputed sales for any transferred Minimum Purchase that is unused once the transfer becomes effective.
- ✓ Transferees must prove long-term demand for the transferred Minimum Purchase, beyond their average use over the five years prior to the transfer, for a period of three consecutive years before taking on a permanent Minimum Purchase requirement.
- ✓ Absent unchecked unlawful conduct, there is no new or different water supply reliability risk to non-participating agencies given (1) existing water use and (2) legal and contractual obligations.
- ✓ Absent unchecked unlawful conduct, there is no new or different financial risk as a result of this proposed amendment in the event of significant economic downturn based on (1) available transfer market and water use patterns and (2) current risks based on existing contract provisions that will remain unchanged by the proposed amendment.

What Are the Risks of Not Approving the Minimum Purchase Amendment? Neglecting to adopt the proposed amendment may hinder SFPUC's ability to implement new water supply projects necessary to (1) support San Jose and Santa Clara as permanent customers and (2) offset Bay Delta Plan/Tuolumne River Voluntary Agreement implementation. The development of new water supplies will be subject to CEQA. Showing that existing water available in the RWS is underutilized could hinder environmental approvals.

Without this proposed amendment, any transfer of a portion of Minimum Purchase among Wholesale Customers would require a new amendment to the WSA adopted by each Wholesale Customer's governing body in a separate action. This significant barrier to implementing transfers may prevent Minimum Purchase Agencies from pursuing these more challenging water transfers, reduce opportunities to provide cost-effective water supplies to new developments within the service area, and discourage maximum use of local supplies and conservation.

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE
 APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED WATER
 SUPPLY AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN
 FRANCISCO AND WHOLSALE CUSTOMERS IN ALAMEDA COUNTY, SAN
 MATEO COUNTY, AND SANTA CLARA COUNTY**

WHEREAS, water supply agencies in Alameda, San Mateo, and Santa Clara Counties have purchased water from the City and County of San Francisco (San Francisco) for many years; and

WHEREAS, the San Francisco Public Utilities Commission (SFPUC or Commission) operates the Regional Water System, which delivers water to communities in Alameda, San Mateo, and Santa Clara Counties, as well as to customers within San Francisco (collectively, “the Parties”); and

WHEREAS, the Parties entered into the “Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and Certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County” in 1984 (1984 Settlement Agreement and Master Water Sales Contract); and

WHEREAS, in April 2003, water supply agencies in Alameda, San Mateo and Santa Clara Counties (collectively referred to as the "Wholesale Customers" or "BAWSCA member agencies") established the Bay Area Water Supply and Conservation Agency (BAWSCA), as authorized by Water Code Section 81300 *et seq.*; and

WHEREAS, upon expiration of the 1984 Settlement Agreement and Master Water Sales Contract, the Parties entered into the “Water Supply Agreement between San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County” (Water Supply Agreement or WSA) on July 1, 2009, authorized by SFPUC Resolution No. 09-0069, dated April 28, 2009; and

WHEREAS, in 2017, the Wholesale Customers directed BAWSCA to act as its authorized representative in discussions and negotiations with San Francisco to amend the

Water Supply Agreement to address a number of substantive issues and these negotiations resulted in the Parties' adoption of the Amended and Restated Water Supply Agreement (Amended and Restated Water Supply Agreement) in 2018, authorized by SFPUC Resolution No. 18-0212, dated December 11, 2018; and

WHEREAS, in 2019 this Council approved the Amended and Restated Water Supply Agreement; and

WHEREAS, under Article 3 of the Amended and Restated Water Supply Agreement, the SFPUC agrees to deliver water to the Wholesale Customers up to the amount of 184 million gallons per day (MGD), referred to as the “Supply Assurance,” and the Wholesale Customers have allocated shares of the Supply Assurance among themselves, referred to as Individual Supply Guarantees (“ISG”); and

WHEREAS, Section 3.04 of the Amended and Restated Water Supply Agreement enables a Wholesale Customer that has an ISG to transfer a portion of its ISG to one or more other Wholesale Customers, subject to several conditions; and

WHEREAS, under Section 3.07 of the Amended and Restated Water Supply Agreement, four Wholesale Customers (Alameda County Water District and the Cities of Milpitas, Mountain View, and Sunnyvale, collectively, the “Minimum Purchase Customers”) may purchase water from sources other than the SFPUC, but they are each obligated to purchase a specific minimum annual quantity of water from the SFPUC, referred to as a “Minimum Purchase requirement”; and

WHEREAS, if a Minimum Purchase Customer does not meet its Minimum Purchase requirement in a particular fiscal year, it must pay the SFPUC for the difference between its metered water purchases during the fiscal year and its minimum annual purchase quantity set forth in Attachment E of the Amended and Restated Water Supply Agreement; and

WHEREAS, the Amended and Restated Water Supply Agreement does not currently allow a Minimum Purchase Customer to transfer a portion of its Minimum Purchase requirement and the associated financial obligation to another Wholesale Customer; and

WHEREAS, in September 2017, BAWSCA and the Water Management Representatives (WMRs) of the BAWSCA member agencies began reviewing the issue of Minimum Purchase Quantities, as described in Section 3.07.C of the Water Supply Agreement, and discussing the creation of a process to transfer Minimum Purchase Quantities; and

WHEREAS, throughout 2017 and 2018, the WMRs held multiple meetings during which the agencies currently subject to Minimum Purchase Quantity requirements and the other Wholesale Customers shared their interests and concerns regarding changes to the Minimum Purchase Quantity requirements and allowing transfers of Minimum Purchase Quantities; and

WHEREAS, at the time the Amended and Restated Water Supply Agreement was approved, the Parties expressed a collective interest in working together to develop a process for the expedited and permanent transfer of Minimum Purchase Quantities; and

WHEREAS, in 2019, the Wholesale Customers directed BAWSCA to draft a proposed amendment to the Amended and Restated Water Supply Agreement to provide a procedure for expedited and permanent transfers of Minimum Purchase Quantities that safeguards the financial and water supply interests of Wholesale Customers not participating in such transfers; and

WHEREAS, the Parties recognize that, both before and after the most recent statewide drought, after meeting drought-related conservation mandates, several BAWSCA member agencies were unable to meet their respective Minimum Purchase requirements described in Article 3.07 of the Amended and Restated Water Supply Agreement, which

requires payment for water up to the required Minimum Purchase level even if such water is not delivered and used; and

WHEREAS, several of the Wholesale Customers with Minimum Purchase requirements might be interested in transferring a portion of their Minimum Purchase Quantity within their respective ISGs to reduce the financial obligation to pay for imputed sales for Minimum Purchase water that is not used; and

WHEREAS, with its Alternative Water Supply Program, the SFPUC is in the early stages of planning for fourteen projects to support the Wholesale and Retail Customers' ability to respond to climate change and address future water supply challenges and vulnerabilities, such as regulatory changes, earthquakes, disasters, emergencies, and increases in population and employment; and

WHEREAS, the City of San Jose (San Jose) and the City of Santa Clara (Santa Clara) are temporary, interruptible Wholesale Customers of the SFPUC Regional Water System and both cities wish to become permanent Wholesale Customers; and

WHEREAS, pursuant to Section 4.06 of the Amended and Restated Water Supply Agreement, by December 31, 2028, San Francisco must complete any necessary California Environmental Quality Act (CEQA) review and must decide whether or not to make San Jose and Santa Clara permanent Wholesale Customers of the Regional Water System with a combined Individual Supply Guarantee (ISG) of 9 million gallons per day (MGD) allocated equally between the two cities, as well as how much water in excess of 9 MGD it will supply to San Jose and Santa Clara; and

WHEREAS, Section 4.06 of the Amended and Restated Water Supply Agreement provides: "San Francisco will make San Jose and Santa Clara permanent customers only if, and to the extent that, San Francisco determines that Regional Water System long term water supplies are available;" and

WHEREAS, according to SFPUC's December 2021 Alternative Water Supply Planning Quarterly Update (Quarterly Update), "[f]or San Jose and Santa Clara to become permanent customers of the SFPUC, an additional 9 MGD of new, year-round supplies would be needed to meet historic demand levels and up to 15.5 MGD would be needed to meet planned demand through 2045;" and

WHEREAS, according to its December Quarterly Update, SFPUC is planning with the "intention to be able to make San Jose and Santa Clara permanent customers," but is prioritizing instream flow obligations to meet existing permanent customer demands, including drought supplies; and

WHEREAS, SFPUC has budgeted \$298.3 million over the next ten years to fund water supply projects; and

WHEREAS, SFPUC, San Jose, Santa Clara, and BAWSCA are actively working together to consider water supply projects that may offer potential sources of supply to support San Jose and Santa Clara as permanent Wholesale Customers; and

WHEREAS, BAWSCA and SFPUC have identified intra-system water transfers as one potential solution to long term water reliability needs among the Wholesale Customers; and

WHEREAS, a Minimum Purchase Customer might be more inclined to transfer a portion of its ISG to another Wholesale Customer under Section 3.04 of the Amended and Restated Water Supply Agreement if it was able to include a simultaneous transfer of a portion of its Minimum Purchase requirement and the associated financial obligation; and

WHEREAS, allowing simplified permanent intra-system transfers of portions of Minimum Purchase Quantity and ISG will facilitate the development of new water supplies by SFPUC that are necessary to support San Jose and Santa Clara as permanent Wholesale Customers; and

WHEREAS, the Parties have developed a process to allow for the transfer of a Wholesale Customer's Minimum Purchase Quantity in conjunction with an ISG transfer pursuant to Section 3.04, which ensures that such transfers will not result in new or different risks to the water supply and financial interests of Wholesale Customers not participating in a transfer; and

WHEREAS, the Parties agree that the total aggregate amount of Minimum Purchase Quantity that may be transferred by all of the Wholesale Customers subject to Minimum Purchase requirements as first specified in Attachment E of the Amended and Restated Water Supply Agreement, over the course of one or multiple transfers, is limited to 6 MGD; and

WHEREAS, if demand for Minimum Purchase Quantity transfers exceeds 6 MGD in the future, the Parties agree to consider further amending Section 3.04 of the Amended and Restated Water Supply Agreement to increase the total aggregate cap on the amount of Minimum Purchase Quantity that may be transferred; and

WHEREAS, a proposed transfer that does not meet the requirements of Section 3.04 of the Amended and Restated Water Supply Agreement, as amended by this Resolution, may be presented as an amendment to the Amended and Restated Water Supply Agreement pursuant to Section 2.03 of the Amended and Restated Water Supply Agreement; and

WHEREAS, the Parties agree to consider a proposal by the City of Mountain View (Mountain View) and the City of East Palo Alto (East Palo Alto) to amend the Amended and Restated Water Supply Agreement to allow for the conversion of Mountain View's 2017 sale of 1 MGD of ISG to East Palo Alto into a transfer of 1 MGD of Mountain View's ISG that includes Minimum Purchase Quantity to East Palo Alto, over a period of time, and in a manner that protects the other Wholesale Customers' financial and water supply interests; and

WHEREAS, if such a conversion is approved by the Parties, the 1 MGD of Mountain View's Minimum Purchase Quantity would be counted towards the total aggregate 6 MGD cap on Minimum Purchase Quantity transfers; and

WHEREAS, the Parties now desire to adopt an amendment to the Amended and Restated Water Supply Agreement to permit Wholesale Customers with an ISG to transfer, or accept a transfer, of both a portion of a Wholesale Customer's ISG and its Minimum Purchase Quantity; and

WHEREAS, an updated Amended and Restated Water Supply Agreement, reflecting this amendment, in the form negotiated by BAWSCA (2021 Amended and Restated Water Supply Agreement), was presented to and approved by SFPUC on January 26, 2021 pursuant to SFPUC Resolution No. 21-0009; and

WHEREAS, the amendment considered now is not a "project" for the purposes of CEQA as it involves an administrative activity that does not result in a direct change to the environment (see 14 CCR Section 15378(b)(5)), and would not result in a direct or reasonably foreseeable indirect physical change in the environment (see 14 CCR Section 15060(c)(2)).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRISBANE RESOLVES AS FOLLOWS:

1. The Council approves the modifications included in the "2021 Amended and Restated Water Supply Agreement Between the City and County of San Francisco Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County" dated January 2021 (2021 Amended and Restated Water Supply Agreement).

2. The City Manager is authorized and directed to sign the 2021 Amended and Restated Water Supply Agreement, in the form previously approved by the San Francisco Public Utilities Commission.

Coleen Mackin, Mayor

* * * *

RESOLUTION NO. 2022-__

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Brisbane held on the ____ day of _____ 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Ingrid Padilla, City Clerk

RESOLUTION NO. 2022-__

RESOLUTION NO. GVMID 2022-__

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GUADALUPE
VALLEY MUNICIPAL IMPROVEMENT DISTRICT
APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED WATER
SUPPLY AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN
FRANCISCO AND WHOLSALE CUSTOMERS IN ALAMEDA COUNTY, SAN
MATEO COUNTY, AND SANTA CLARA COUNTY**

WHEREAS, water supply agencies in Alameda, San Mateo, and Santa Clara Counties have purchased water from the City and County of San Francisco (San Francisco) for many years; and

WHEREAS, the San Francisco Public Utilities Commission (SFPUC or Commission) operates the Regional Water System, which delivers water to communities in Alameda, San Mateo, and Santa Clara Counties, as well as to customers within San Francisco (collectively, “the Parties”); and

WHEREAS, the Parties entered into the “Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and Certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County” in 1984 (1984 Settlement Agreement and Master Water Sales Contract); and

WHEREAS, in April 2003, water supply agencies in Alameda, San Mateo and Santa Clara Counties (collectively referred to as the "Wholesale Customers" or "BAWSCA member agencies") established the Bay Area Water Supply and Conservation Agency (BAWSCA), as authorized by Water Code Section 81300 *et seq.*; and

WHEREAS, upon expiration of the 1984 Settlement Agreement and Master Water Sales Contract, the Parties entered into the “Water Supply Agreement between San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County” (Water Supply Agreement or WSA) on July 1, 2009, authorized by SFPUC Resolution No. 09-0069, dated April 28, 2009; and

WHEREAS, in 2017, the Wholesale Customers directed BAWSCA to act as its authorized representative in discussions and negotiations with San Francisco to amend the Water Supply Agreement to address a number of substantive issues and these negotiations resulted in the Parties' adoption of the Amended and Restated Water Supply Agreement (Amended and Restated Water Supply Agreement) in 2018, authorized by SFPUC Resolution No. 18-0212, dated December 11, 2018; and

WHEREAS, in 2019 this Board approved the Amended and Restated Water Supply Agreement; and

WHEREAS, under Article 3 of the Amended and Restated Water Supply Agreement, the SFPUC agrees to deliver water to the Wholesale Customers up to the amount of 184 million gallons per day (MGD), referred to as the “Supply Assurance,” and the Wholesale Customers have allocated shares of the Supply Assurance among themselves, referred to as Individual Supply Guarantees (“ISG”); and

WHEREAS, Section 3.04 of the Amended and Restated Water Supply Agreement enables a Wholesale Customer that has an ISG to transfer a portion of its ISG to one or more other Wholesale Customers, subject to several conditions; and

WHEREAS, under Section 3.07 of the Amended and Restated Water Supply Agreement, four Wholesale Customers (Alameda County Water District and the Cities of Milpitas, Mountain View, and Sunnyvale, collectively, the “Minimum Purchase Customers”) may purchase water from sources other than the SFPUC, but they are each obligated to purchase a specific minimum annual quantity of water from the SFPUC, referred to as a “Minimum Purchase requirement”; and

WHEREAS, if a Minimum Purchase Customer does not meet its Minimum Purchase requirement in a particular fiscal year, it must pay the SFPUC for the difference between its metered water purchases during the fiscal year and its minimum annual

purchase quantity set forth in Attachment E of the Amended and Restated Water Supply Agreement; and

WHEREAS, the Amended and Restated Water Supply Agreement does not currently allow a Minimum Purchase Customer to transfer a portion of its Minimum Purchase requirement and the associated financial obligation to another Wholesale Customer; and

WHEREAS, in September 2017, BAWSCA and the Water Management Representatives (WMRs) of the BAWSCA member agencies began reviewing the issue of Minimum Purchase Quantities, as described in Section 3.07.C of the Water Supply Agreement, and discussing the creation of a process to transfer Minimum Purchase Quantities; and

WHEREAS, throughout 2017 and 2018, the WMRs held multiple meetings during which the agencies currently subject to Minimum Purchase Quantity requirements and the other Wholesale Customers shared their interests and concerns regarding changes to the Minimum Purchase Quantity requirements and allowing transfers of Minimum Purchase Quantities; and

WHEREAS, at the time the Amended and Restated Water Supply Agreement was approved, the Parties expressed a collective interest in working together to develop a process for the expedited and permanent transfer of Minimum Purchase Quantities; and

WHEREAS, in 2019, the Wholesale Customers directed BAWSCA to draft a proposed amendment to the Amended and Restated Water Supply Agreement to provide a procedure for expedited and permanent transfers of Minimum Purchase Quantities that safeguards the financial and water supply interests of Wholesale Customers not participating in such transfers; and

WHEREAS, the Parties recognize that, both before and after the most recent statewide drought, after meeting drought-related conservation mandates, several BAWSCA member agencies were unable to meet their respective Minimum Purchase requirements described in Article 3.07 of the Amended and Restated Water Supply Agreement, which requires payment for water up to the required Minimum Purchase level even if such water is not delivered and used; and

WHEREAS, several of the Wholesale Customers with Minimum Purchase requirements might be interested in transferring a portion of their Minimum Purchase Quantity within their respective ISGs to reduce the financial obligation to pay for imputed sales for Minimum Purchase water that is not used; and

WHEREAS, with its Alternative Water Supply Program, the SFPUC is in the early stages of planning for fourteen projects to support the Wholesale and Retail Customers' ability to respond to climate change and address future water supply challenges and vulnerabilities, such as regulatory changes, earthquakes, disasters, emergencies, and increases in population and employment; and

WHEREAS, the City of San Jose (San Jose) and the City of Santa Clara (Santa Clara) are temporary, interruptible Wholesale Customers of the SFPUC Regional Water System and both cities wish to become permanent Wholesale Customers; and

WHEREAS, pursuant to Section 4.06 of the Amended and Restated Water Supply Agreement, by December 31, 2028, San Francisco must complete any necessary California Environmental Quality Act (CEQA) review and must decide whether or not to make San Jose and Santa Clara permanent Wholesale Customers of the Regional Water System with a combined Individual Supply Guarantee (ISG) of 9 million gallons per day (MGD) allocated equally between the two cities, as well as how much water in excess of 9 MGD it will supply to San Jose and Santa Clara; and

WHEREAS, Section 4.06 of the Amended and Restated Water Supply Agreement provides: "San Francisco will make San Jose and Santa Clara permanent customers only if, and to the extent that, San Francisco determines that Regional Water System long term water supplies are available;" and

WHEREAS, according to SFPUC's December 2021 Alternative Water Supply Planning Quarterly Update (Quarterly Update), "[f]or San Jose and Santa Clara to become permanent customers of the SFPUC, an additional 9 MGD of new, year-round supplies would be needed to meet historic demand levels and up to 15.5 MGD would be needed to meet planned demand through 2045;" and

WHEREAS, according to its December Quarterly Update, SFPUC is planning with the "intention to be able to make San Jose and Santa Clara permanent customers," but is prioritizing instream flow obligations to meet existing permanent customer demands, including drought supplies; and

WHEREAS, SFPUC has budgeted \$298.3 million over the next ten years to fund water supply projects; and

WHEREAS, SFPUC, San Jose, Santa Clara, and BAWSCA are actively working together to consider water supply projects that may offer potential sources of supply to support San Jose and Santa Clara as permanent Wholesale Customers; and

WHEREAS, BAWSCA and SFPUC have identified intra-system water transfers as one potential solution to long term water reliability needs among the Wholesale Customers; and

WHEREAS, a Minimum Purchase Customer might be more inclined to transfer a portion of its ISG to another Wholesale Customer under Section 3.04 of the Amended and Restated Water Supply Agreement if it was able to include a simultaneous transfer of a portion of its Minimum Purchase requirement and the associated financial obligation; and

WHEREAS, allowing simplified permanent intra-system transfers of portions of Minimum Purchase Quantity and ISG will facilitate the development of new water supplies by SFPUC that are necessary to support San Jose and Santa Clara as permanent Wholesale Customers; and

WHEREAS, the Parties have developed a process to allow for the transfer of a Wholesale Customer's Minimum Purchase Quantity in conjunction with an ISG transfer pursuant to Section 3.04, which ensures that such transfers will not result in new or different risks to the water supply and financial interests of Wholesale Customers not participating in a transfer; and

WHEREAS, the Parties agree that the total aggregate amount of Minimum Purchase Quantity that may be transferred by all of the Wholesale Customers subject to Minimum Purchase requirements as first specified in Attachment E of the Amended and Restated Water Supply Agreement, over the course of one or multiple transfers, is limited to 6 MGD; and

WHEREAS, if demand for Minimum Purchase Quantity transfers exceeds 6 MGD in the future, the Parties agree to consider further amending Section 3.04 of the Amended and Restated Water Supply Agreement to increase the total aggregate cap on the amount of Minimum Purchase Quantity that may be transferred; and

WHEREAS, a proposed transfer that does not meet the requirements of Section 3.04 of the Amended and Restated Water Supply Agreement, as amended by this Resolution, may be presented as an amendment to the Amended and Restated Water Supply Agreement pursuant to Section 2.03 of the Amended and Restated Water Supply Agreement; and

WHEREAS, the Parties agree to consider a proposal by the City of Mountain View (Mountain View) and the City of East Palo Alto (East Palo Alto) to amend the Amended and Restated Water Supply Agreement to allow for the conversion of Mountain View's 2017 sale of 1 MGD of ISG to East Palo Alto into a transfer of 1 MGD of Mountain View's ISG that includes Minimum Purchase Quantity to East Palo Alto, over a period of time, and in a

manner that protects the other Wholesale Customers' financial and water supply interests; and

WHEREAS, if such a conversion is approved by the Parties, the 1 MGD of Mountain View's Minimum Purchase Quantity would be counted towards the total aggregate 6 MGD cap on Minimum Purchase Quantity transfers; and

WHEREAS, the Parties now desire to adopt an amendment to the Amended and Restated Water Supply Agreement to permit Wholesale Customers with an ISG to transfer, or accept a transfer, of both a portion of a Wholesale Customer's ISG and its Minimum Purchase Quantity; and

WHEREAS, an updated Amended and Restated Water Supply Agreement, reflecting this amendment, in the form negotiated by BAWSCA (2021 Amended and Restated Water Supply Agreement), was presented to and approved by SFPUC on January 26, 2021 pursuant to SFPUC Resolution No. 21-0009; and

WHEREAS, the amendment considered now is not a "project" for the purposes of CEQA as it involves an administrative activity that does not result in a direct change to the environment (see 14 CCR Section 15378(b)(5)), and would not result in a direct or reasonably foreseeable indirect physical change in the environment (see 14 CCR Section 15060(c)(2)).

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE GUADALUPE VALLEY MUNICIPAL IMPROVEMENT DISTRICT RESOLVES AS FOLLOWS:

1. The Board approves the modifications included in the "2021 Amended and Restated Water Supply Agreement Between the City and County of San Francisco Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County" dated January 2021 (2021 Amended and Restated Water Supply Agreement).

2. The District Manager is authorized and directed to sign the 2021 Amended and Restated Water Supply Agreement, in the form previously approved by the San Francisco Public Utilities Commission.

RESOLUTION NO. GVMID 2022-__

Coleen Mackin, Chair

* * * *

PASSED AND ADOPTED at a regular meeting of the Board of Directors
held on the ____ day of _____ 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Ingrid Padilla, Clerk of the Board

RESOLUTION NO. GVMID 2022-__

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

3.04 Permanent Transfers of Individual Supply Guarantees and Minimum Annual Purchase Quantities

A. A Wholesale Customer that has an Individual Supply Guarantee may transfer a portion of it to one or more other Wholesale Customers, as provided in this section.

B. Transfers of a portion of an Individual Supply Guarantee must be permanent, as opposed to temporary or time-limited. Notwithstanding the previous sentence, a portion of an Individual Supply Guarantee that has been transferred under this section may be included in another transfer under this section at a later date. The minimum quantity that may be transferred is 1/10th of a MGD.

C. Transfers of a portion of a Minimum Annual Purchase Quantity may be included in transfers of a portion of an Individual Supply Guarantee and are subject to the same requirements for Individual Supply Guarantee transfers in this section as well as the following conditions:

1. Transferor of Minimum Annual Purchase Quantity. A Wholesale Customer subject to the minimum annual purchase requirements of Section 3.07.C may transfer both a portion of its Individual Supply Guarantee and a portion of its Minimum Annual Purchase Quantity to one or more Wholesale Customers that have an Individual Supply Guarantee. The process by which such a transfer may be proposed and approved is set forth in subparts D and E of this section. A Wholesale Customer that had a Minimum Annual Purchase Quantity at the start of the Term of this Agreement may not cumulatively transfer, over the course of one or multiple transfers, more than half (50%) of its Minimum Annual Purchase Quantity as first specified in Attachment E at the start of the Term of this Agreement. Wholesale Customers that had a Minimum Annual Purchase Quantity at the start of the Term of this Agreement may not cumulatively transfer, over the course of one or multiple transfers, more than 6 MGD of the total aggregate Minimum Annual Purchase Quantity specified in Attachment E at the start of the Term of this Agreement. A Wholesale Customer that received a Minimum Annual Purchase Quantity through a transfer under this section may cumulatively transfer, over the course of one or multiple transfers, a portion of or all of the Minimum Annual Purchase Quantity it received pursuant to this section. The effect of such a transfer will be a reduction in the transferor's Individual Supply Guarantee, specified in Attachment C, and a reduction in the transferor's

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

Minimum Annual Purchase Quantity, specified in Attachment E. The SFPUC and BAWSCA will update Attachments C and E to reflect such changes, pursuant to Section 3.04.F. The reduction in the transferor's permanent Minimum Annual Purchase Quantity shall become effective in the same fiscal year in which the transfer becomes effective.

2. Transferee of Minimum Annual Purchase Quantity. A Wholesale Customer that has an Individual Supply Guarantee may be the recipient, or transferee, of both a portion of Individual Supply Guarantee and a portion of Minimum Annual Purchase Quantity from another Wholesale Customer that has an Individual Supply Guarantee, whether or not the transferee is already subject to the minimum annual purchase requirements of Section 3.07.C. When such a transfer is approved and effective, the transferee will initially have a revised Individual Supply Guarantee and a Temporary Modified Minimum Annual Purchase Quantity, which will be reflected on Attachments C and E-1, respectively, pursuant to Section 3.04.F. A Temporary Modified Minimum Annual Purchase Quantity will become effective in the same fiscal year in which the transfer becomes effective. The transferee's Temporary Modified Minimum Annual Purchase Quantity will ultimately be replaced by a permanent Minimum Annual Purchase Quantity, as described in this sub-section, which will be reflected on Attachment E pursuant to Section 3.04.F.

3. Calculation of Temporary Modified Minimum Annual Purchase Quantity. The Temporary Modified Minimum Annual Purchase Quantity that a transferee receives from a transfer under this sub-section is the sum of (1) the average annual (fiscal year) quantity of water purchased by the transferee from the SFPUC (plus Imputed Sales, if applicable) in the most recent five previous non-drought fiscal years, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. For this calculation, the five previous non-drought fiscal years need not be consecutive. Notwithstanding the preceding sentences in this paragraph, if a transferee has an existing Temporary Modified Minimum Annual Purchase Quantity at the time of a new transfer under this sub-section, the transferee's new Temporary Modified Minimum Annual Purchase Quantity under the new transfer will be the sum of (1) the transferee's existing Temporary Modified Minimum Annual Purchase Quantity, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. Attachment E-2 contains sample calculations of the Temporary Modified Minimum Annual Purchase Quantity for transferees who are subject to, or not yet subject to, the minimum annual purchase requirements of Section 3.07.C.

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

4. Duration and Expiration of Temporary Modified Minimum Annual Purchase Quantity.

a. Once a transfer under this sub-section is approved and effective, the transferee is required to purchase from the SFPUC its Temporary Modified Minimum Annual Purchase Quantity until the quantity of water delivered annually to the transferee by the SFPUC meets or exceeds the Temporary Modified Minimum Annual Purchase Quantity for three consecutive fiscal years. It may take many years for the quantity of water delivered to meet or exceed this amount. The transferee's Temporary Modified Minimum Annual Purchase Quantity is subject to waiver by the SFPUC as described in Section 3.07.C. However, even in the event of such a waiver, a fiscal year in which the transferee still purchases from the SFPUC an amount of water that meets or exceeds its Temporary Modified Minimum Annual Purchase Quantity will count as a fiscal year in which the transferee has met or exceeded its Temporary Modified Minimum Annual Purchase Quantity for the purposes of this paragraph.

b. Once the quantity of water delivered to the transferee by the SFPUC reaches the milestone described in the preceding paragraph, the transferee will no longer be subject to the Temporary Modified Minimum Annual Purchase Quantity. Instead, the transferee will have a new permanent Minimum Annual Purchase Quantity, which will equal the sum of (1) its previous Minimum Annual Purchase Quantity, if applicable, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. The transferee's new permanent Minimum Annual Purchase Quantity will be reflected on Attachment E, and its expired Temporary Modified Minimum Annual Purchase Quantity will be removed from Attachment E-1, pursuant to Section 3.04.F. Any other Temporary Modified Minimum Annual Purchase Quantities of the transferee will remain in effect on Attachment E-1.

D. Transfers of portions of Individual Supply Guarantees, including transfers of portions of Minimum Annual Purchase Quantities, are subject to approval by the SFPUC.

SFPUC review is limited to determining (1) whether a proposed transfer complies with the Act, and (2) whether the affected facilities in the Regional Water System have sufficient capacity to accommodate delivery of the increased amount of water to the proposed transferee.

E. The participants in a proposed transfer shall provide written notice to the SFPUC and BAWSCA specifying (1) the amount of the Individual Supply Guarantee proposed to be transferred, (2) the proposed effective date of the transfer, which shall not be less than 60 days

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

after the notice is submitted to the SFPUC, and (3) the Individual Supply Guarantees of both participants resulting from the transfer. [If a proposed transfer includes the transfer of a portion of Minimum Annual Purchase Quantity, then the participants will provide additional written notice specifying \(4\) the amount of the Minimum Annual Purchase Quantity proposed to be transferred, \(5\) transferee's Temporary Modified Minimum Annual Purchase Quantity and permanent Minimum Annual Purchase Quantity under the transfer, and \(6\) the transferor's new Minimum Annual Purchase Quantity under the transfer.](#) The SFPUC may require that the participants in any proposed transfer provide additional information reasonably necessary to evaluate the operational impacts of the ~~transfer~~ proposed transfer and any additional information that will assist the SFPUC in its review of the proposed transfer. The SFPUC will not unreasonably withhold or delay its approval of a proposed transfer; if the SFPUC does not act on the written notice provided by the participants within 60 days, the transfer will be deemed to have been approved. An approved transfer becomes effective on the proposed effective date set forth in the written notice of the proposed transfer provided to the SFPUC and BAWSCA.

F. Within 30 days after the transfer has become effective, both the transferor and the transferee will provide written notice to the SFPUC and BAWSCA. By September 30 of each year during the Term, the SFPUC and BAWSCA will prepare an updated Attachment C, and updated Attachments E and E-1 where applicable, to reflect the effects of transfers occurring during the immediately preceding fiscal year. By September 30 of each year during the Term, the Individual Water Sales Contracts between San Francisco and any Wholesale Customers who are participants in a transfer under this Section will be amended with the written concurrence of San Francisco and those Wholesale Customers to reflect the effects of transfers occurring during the immediately preceding fiscal year, as necessary.

G. Amounts transferred will remain subject to pro rata reduction under the circumstances described in Section 3.02.C and according to the formula set forth in Attachment D.

H. A proposed transfer that does not satisfy the requirements of this section may be presented as an amendment to this Agreement pursuant to Section 2.03.

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

3.07 Restrictions on Purchases of Water from Others; Minimum Annual Purchases

A. Each Wholesale Customer (except for Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale) agrees that it will not contract for, purchase or receive, with or without compensation, directly or indirectly, from any person, corporation, governmental agency or other entity, any water for delivery or use within its service area without the prior written consent of San Francisco.

B. The prohibition in subsection A does not apply to:

1. recycled water;
2. water necessary on an emergency and temporary basis, provided that the Wholesale Customer promptly gives San Francisco notice of the nature of the emergency, the amount of water that has been or is to be purchased, and the expected duration of the emergency; or
3. water in excess of a Wholesale Customer's Individual Supply Guarantee.

C. Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale may purchase water from sources other than San Francisco, provided that San Francisco shall require that each purchase a minimum annual quantity of water from San Francisco. ~~These minimum quantities~~ Minimum Annual Purchase Quantities are set out in Attachment E and shall also be included in the Individual Water Sales Contracts between San Francisco and each of these four Wholesale Customers. ~~The minimum purchase requirement in these Individual Water Sales Contracts~~ Pursuant to Section 3.04, certain Wholesale Customers may also be required to purchase Temporary Modified Minimum Annual Purchase Quantities, set out in Attachment E-1, from San Francisco. Attachment E will be updated pursuant to Section 3.04 to reflect any reduction in existing Minimum Annual Purchase Quantities and any addition of new Minimum Annual Purchase Quantities when Temporary Modified Minimum Annual Purchase Quantities expire and are removed from Attachment E-1; Individual Water Sales Contracts between San Francisco and any Wholesale Customers who are participants in a transfer under Section 3.04 will similarly be amended, as necessary. After the end of each fiscal year, the SFPUC will send a written notice to each Wholesale Customer that is subject to the minimum annual purchase requirements of this section with a copy to BAWSCA. The notice will include: (1) the quantity of water delivered to the Wholesale Customer during the previous fiscal year; (2) whether or not the Wholesale Customer met its minimum annual purchase

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

requirement under this section; (3) any Imputed Sales charged to the Wholesale Customer; and (4) the status of any Temporary Modified Minimum Annual Purchase Quantity of the Wholesale Customer, if applicable. The minimum annual purchase requirements set out in Attachments E and E-1 will be waived during a Drought or other period of water shortage if the water San Francisco makes available to these Wholesale Customers is less than its ~~minimum-purchase quantity~~-Minimum Annual Purchase Quantity, and may be waived during a state of emergency declared by the Governor of California that impacts water supply use or deliveries from the Regional Water System.

REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03

2.03 Amendments

...

C. Amendments to Attachments. The following attachments may be amended with the written concurrence of San Francisco and BAWSCA on behalf of the Wholesale Customers:

<u>Attachment</u>	<u>Name</u>
<u>C</u>	<u>Individual Supply Guarantees (amendments reflecting section 3.04 transfers only)</u>
<u>E</u>	<u>Minimum Annual Purchase Quantities (amendments reflecting section 3.04 transfers only)</u>
<u>E-1</u>	<u>Temporary Modified Minimum Annual Purchase Quantities</u>
G	Water Quality Notification and Communications Plan (2019 Update of 2017 Plan, Rev. 6)
J	Water Use Measurement and Tabulation
L-1	Identification of WSIP Projects as Regional/Retail
N-1	Balancing Account/Rate Setting Calculation Table
N-2	Wholesale Revenue Requirement Schedules
N-3	Schedule of Projected Water Sales, Wholesale Revenue Requirement and Wholesale Rates
P	Management Representation Letter
R	Classification of Existing System Assets (Subject to Section 5.11)

Amendments to these attachments shall be approved on behalf of San Francisco by the Commission and on behalf of BAWSCA by its Board of Directors, unless the Commission by resolution delegates such authority to the General Manager of the SFPUC or the Board of Directors by resolution delegates such authority to the General Manager/CEO of BAWSCA.

2021

AMENDED AND RESTATED

WATER SUPPLY AGREEMENT

between

THE CITY AND COUNTY OF SAN FRANCISCO

and

WHOLESALE CUSTOMERS

in

ALAMEDA COUNTY, SAN MATEO COUNTY AND

SANTA CLARA COUNTY

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AMENDED AND RESTATED

WHOLESALE WATER SUPPLY AGREEMENT

Introductory Statement

Both San Francisco, as the Regional Water System owner and operator, and its Wholesale Customers share a commitment to the Regional Water System providing a reliable supply of high quality water at a fair price, and achieving these goals in an environmentally sustainable manner.

Article 1. Parties, Effective Date, And Defined Terms

1.01. Definitions

The capitalized terms used in this Agreement shall have the meanings set forth in Attachment A.

1.02. Parties

The parties to this Agreement are the City and County of San Francisco and such of the following entities (all of which purchase water from San Francisco) as have executed this Agreement:

- Alameda County Water District
- California Water Service Company
- City of Brisbane
- City of Burlingame
- City of Daly City
- City of East Palo Alto
- City of Hayward
- City of Menlo Park
- City of Millbrae
- City of Milpitas
- City of Mountain View
- City of Palo Alto

City of Redwood City
 City of San Bruno
 City of San José
 City of Santa Clara
 City of Sunnyvale
 Coastside County Water District
 Estero Municipal Improvement District
 Guadalupe Valley Municipal Improvement District
 Mid-Peninsula Water District
 North Coast County Water District
 Purissima Hills Water District
 Stanford University
 Town of Hillsborough
 Westborough Water District

The entities listed above which have executed this Agreement shall be collectively referred to as the "Wholesale Customers."

1.03. Effective Date

A. Except as provided in subsection C, this Agreement shall become effective only when it has been approved by San Francisco and by each of the entities listed in Section 1.02 and when San Francisco and each of those entities (except for the City of Hayward) have entered into an Individual Water Sales Contract as provided in Section 9.01.

B. If San Francisco and all of the entities listed in Section 1.02 approve this Agreement and (except for the City of Hayward) an Individual Water Sales Contract on or before July 1, 2009, the effective date shall be July 1, 2009. If San Francisco and all of the entities listed in Section 1.02 approve this Agreement and (except for the City of Hayward) an Individual Water Sales Contract after July 1, 2009 but on or before September 1, 2009, the effective date shall be the date on which the last entity listed in Section 1.02 approves this Agreement and, if required, an Individual Water Sales Contract.

C. If by September 1, 2009 this Agreement has been approved by fewer than all of the entities listed in Section 1.02 or fewer than all of such entities (other than the City of Hayward) have entered into an Individual Water Sales Contract, but it has been approved by entities representing at least 75% in number and 75% of the water purchased from SFPUC by

all listed agencies during FY 2007-08 (i.e., 173.39 MGD), then San Francisco shall have the option to waive the requirement in subsection A that all listed agencies have approved this Agreement and an Individual Water Sales Contract as a condition precedent to this Agreement and any Individual Water Sales Contract becoming effective. San Francisco shall have 60 days from September 1, 2009 (i.e., until October 31, 2009) within which to decide whether or not to waive the condition. If San Francisco decides to waive the condition, those listed agencies that have approved this Agreement and Individual Water Sales Contract before October 31, 2009 will be bound thereby and this Agreement and Individual Water Sales Contracts will become effective as to them, as of the date of San Francisco's waiver. For purposes of determining whether listed agencies that have approved this Agreement represent at least 75% of the water purchased during FY 2007-08, the quantity of water attributable to each listed entity shall be as set forth on Attachment B.

D. The provisions of Article 9 that apply to fewer than all Wholesale Customers (i.e., Sections 9.02 - 9.07) shall not become effective unless San Francisco and the entity to which the section applies have each approved (1) this Agreement, and (2) the underlying Individual Water Sales Contract, unless otherwise provided in Article 9. This provision does not affect the continued enforceability of provisions in those sections that derive from independently enforceable judgments, orders or agreements.

Article 2. Term; Amendments During Term

2.01. Term

The term ("Term") of this Agreement shall be twenty five (25) years. The Term shall begin on July 1, 2009, regardless of whether the Effective Date is before or after that date, and shall end on June 30, 2034. Except as provided in Article 9, the term of all Individual Water Sales Contracts shall also begin on July 1, 2009 and end on June 30, 2034.

2.02. Extension and Renewal of Term

A. In December 2031, the SFPUC may provide written notice to the Wholesale Customers that it is willing to extend the Term of this Agreement. Between January 1, 2032 and June 30, 2032, any Wholesale Customer may accept the SFPUC's offer to extend the Term by providing a written notice of extension to the SFPUC. If such notices of extension are received from Wholesale Customers representing at least two-thirds in number as of June 30, 2032 and seventy five percent (75%) of the quantity of water delivered by the SFPUC to all Wholesale Customers during fiscal year 2030-31, the Term shall be extended for another five (5) years ("First Extension Term"), through June 30, 2039. No party to this Agreement which does not wish to remain a party during the Extension Term shall be compelled to do so by the actions of other parties under this section.

B. In December 2036, the SFPUC may provide written notice to the Wholesale Customers that it is willing to extend the Term of this Agreement. Between January 1, 2037 and June 30, 2037, any Wholesale Customer may accept the SFPUC's offer to extend the Term by providing a written notice of extension to the SFPUC. If such notices of extension are received from Wholesale Customers representing at least two-thirds in number as of June 30, 2037 and seventy five percent (75%) of the quantity of water delivered by the SFPUC to all Wholesale Customers during fiscal year 2035-36, the Term shall be extended for another five (5) years ("Second Extension Term"), through June 30, 2044. No party to this Agreement which does not wish to remain a party during the Extension Term shall be compelled to do so by the actions of other parties under this section.

C. After the expiration of the Term, and, if applicable, the Extension Terms, this Agreement may be renewed by mutual consent of the parties, subject to any modifications thereof which may be determined at that time. If fewer than all of the parties desire to renew this Agreement beyond its Term, with or without modifications, the SFPUC and the Wholesale

Customers who wish to extend the Agreement shall be free to do so, provided that no party to this Agreement which does not wish to become a party to such a renewed Agreement shall be compelled to do so by the actions of other parties under this section.

2.03. Amendments

A. Amendments to Agreement; General

1. This Agreement may be amended with the written consent of all parties.
2. This Agreement may also be amended with the written consent of San Francisco and of Wholesale Customers representing at least two-thirds in number (i.e., 18 as of July 1, 2009) and seventy five percent (75%) of the quantity of water delivered by San Francisco to all Wholesale Customers during the fiscal year immediately preceding the amendment.
3. No amendment which adversely affects a Fundamental Right of a Wholesale Customer may be made without the written consent of that customer. Amendments to Article 5 which merely affect the allocation of costs between City Retail customers on the one hand and Wholesale Customers collectively on the other, and amendments to Articles 6 and 7 which merely alter budgetary, accounting and auditing procedures do not affect Fundamental Rights and may be made with the consent of parties meeting the requirements of Section 2.03.A.2.
4. When an amendment has been approved by San Francisco and the number of Wholesale Customers required in Section 2.03.A.2, San Francisco shall notify each of the Wholesale Customers in writing of the amendment's adoption. Notwithstanding any provision of law or this Agreement, any Wholesale Customer that claims that the amendment violates its Fundamental Rights under Section 2.03.A.3, shall have 30 days from the date San Francisco delivers the notice of its adoption in which to challenge the amendment's validity through a judicial action. If no such action is filed within 30 days, the amendment shall be finally and conclusively deemed to have been adopted in compliance with this section.

B. Amendments to Article 9

1. Notwithstanding the provisions of Sections 2.03.A.2 and 2.03.A.3, any provision of Article 9 which applies only to an individual Wholesale Customer may be amended with the written concurrence of San Francisco and the Wholesale Customer to which it applies;

provided that the amendment will not, directly or indirectly, adversely affect the Fundamental Rights of the other Wholesale Customers.

2. Before making any such amendment effective, San Francisco shall give notice, with a copy of the text of the proposed amendment, to all other Wholesale Customers. The Wholesale Customers shall have 30 days in which to object to the amendment on the ground that it is not permissible under this subsection. If no such objection is received by San Francisco, the proposed amendment shall become effective. If one or more Wholesale Customers object to the amendment, San Francisco, the individual Wholesale Customer with which San Francisco intends to effect the amendment, and the Wholesale Customer(s) which lodged the objection shall meet to discuss the matter.

3. If the dispute cannot be resolved and San Francisco and the Wholesale Customer involved elect to proceed with the amendment, either San Francisco or the Wholesale Customer shall give written notice of such election to each Wholesale Customer that has objected. Any Wholesale Customer that has objected to such amendment shall have 30 days from receipt of this notice within which to commence an action challenging the validity of such amendment, and such amendment shall be deemed effective as of the end of this 30-day period unless restrained by order of court.

C. **Amendments to Attachments.** The following attachments may be amended with the written concurrence of San Francisco and BAWSCA on behalf of the Wholesale Customers:

<u>Attachment</u>	<u>Name</u>
C	Individual Supply Guarantees (amendments reflecting Section 3.04 transfers only)
E	Minimum Annual Purchase Quantities (amendments reflecting Section 3.04 transfers only)
E-1	Temporary Modified Minimum Annual Purchase Quantities
G	Water Quality Notification and Communications Plan (2019 Update of 2017 Plan, Rev. 6)
J	Water Use Measurement and Tabulation
L-1	Identification of WSIP Projects as Regional/Retail
N-1	Balancing Account/Rate Setting Calculation Table
N-2	Wholesale Revenue Requirement Schedules

N-3	Schedule of Projected Water Sales, Wholesale Revenue Requirement and Wholesale Rates
P	Management Representation Letter
R	Classification of Existing System Assets (subject to Section 5.11)

Amendments to these attachments shall be approved on behalf of San Francisco by the Commission and on behalf of BAWSCA by its Board of Directors, unless the Commission by resolution delegates such authority to the General Manager of the SFPUC or the Board of Directors by resolution delegates such authority to the General Manager/CEO of BAWSCA.

D. **Amendments to Individual Water Sales Contracts.** Individual Water Sales Contracts described in Section 9.01 may be amended with the written concurrence of San Francisco and the Wholesale Customer which is a party to that Individual Water Sales Contract; provided that the amendment is not inconsistent with this Agreement or in derogation of the Fundamental Rights of other Wholesale Customers under this Agreement.

Article 3. Water Supply

3.01. Supply Assurance

A. San Francisco agrees to deliver water to the Wholesale Customers up to the amount of the Supply Assurance. The Supply Assurance is for the benefit of the entities listed in Section 1.02, irrespective of whether or not they have executed this Agreement. Water delivered by San Francisco to Retail Customers shall not be included in the Supply Assurance. Until December 31, 2018, the foregoing commitment is subject to Article 4.

B. Both the Supply Assurance and the Individual Supply Guarantees identified in Section 3.02 are expressed in terms of daily deliveries on an annual average basis and do not themselves constitute a guarantee by San Francisco to meet peak daily or hourly demands of the Wholesale Customers, irrespective of what those peak demands may be. The parties acknowledge, however, that the Regional Water System has been designed and constructed to meet peak daily and hourly demands and that its capacity to do so has not yet been reached. San Francisco agrees to operate the Regional Water System to meet peak requirements of the Wholesale Customers to the extent possible without adversely affecting its ability to meet peak demands of Retail Customers. This Agreement shall not preclude San Francisco from undertaking to meet specific peak demand requirements of individual Wholesale Customers in their Individual Water Sales Contracts.

C. The Supply Assurance is perpetual and shall survive the expiration or earlier termination of this Agreement. Similarly, the Individual Supply Guarantees identified in Section 3.02 and/or the Individual Water Sales Contracts are perpetual and shall survive the expiration or earlier termination of this Agreement or the Individual Water Sales Contracts.

D. Notwithstanding the Supply Assurance established by this section, the Individual Supply Guarantees identified in Section 3.02 and the Individual Water Sales Contracts, the amount of water made available by San Francisco to the Wholesale Customers is subject to reduction, to the extent and for the period made necessary by reason of water shortage, Drought, Emergencies, or by malfunctioning or rehabilitation of facilities in the Regional Water System. Any such reduction will be implemented in accordance with Section 3.11. The amount of water made available to the Wholesale Customers may not be reduced, however, merely because the water recycling and groundwater projects which the WSIP envisions to be constructed within San Francisco, or the conservation programs intended to reduce water use

by Retail Customers that are included in the WSIP, do not generate the yield or savings (10 MGD combined) anticipated by San Francisco.

3.02. Allocation of Supply Assurance

A. Pursuant to Section 7.02 of the 1984 Agreement, a portion of the Supply Assurance has been allocated among 24 of the 26 Wholesale Customers. These Individual Supply Guarantees are also expressed in terms of annual average metered deliveries of millions of gallons per day and are listed in Attachment C.

B. Three Wholesale Customers do not have Individual Supply Guarantees. The cities of San Jose and Santa Clara do not have an Individual Supply Guarantees because San Francisco has provided water to them on a temporary and interruptible basis as described in Sections 4.05 and 9.06. The City of Hayward does not have an Individual Supply Guarantee because of the terms of the 1962 contract between it and San Francisco, as further described in Section 9.03.

C. If the total amount of water delivered by San Francisco to Hayward and to the Wholesale Customers that are listed on Attachment C exceeds 184 MGD over a period of three consecutive fiscal years (i.e., July 1 through June 30), then the Individual Supply Guarantees of those Wholesale Customers listed on Attachment C shall be reduced pro rata so that their combined entitlement and the sustained use by Hayward does not exceed 184 MGD. The procedure for calculating the pro rata reduction in Individual Supply Guarantees is set out in Attachment D.

1. The provisions of this subsection C are not in derogation of the reservation of claims to water in excess of the Supply Assurance which are contained in Section 8.07. Nor do they constitute an acknowledgement by Wholesale Customers other than Hayward that San Francisco is obligated or entitled to reduce their Individual Supply Guarantees in the circumstances described herein. The provisions of this subsection C shall, however, be operative unless and until a court determines that its provisions violate rights of the Wholesale Customers derived independently of this Agreement.

2. The foregoing paragraph is not intended to and shall not constitute a contractual commitment on the part of San Francisco to furnish more water than the Supply Assurance to the Wholesale Customers or a concession by San Francisco that the provisions of this subsection violate any rights of the Wholesale Customers.

D. Notwithstanding the reservation of claims contained in Sections 3.02.C and 8.07, it shall be the responsibility of each Wholesale Customer to limit its purchases of water from San Francisco so as to remain within its Individual Supply Guarantee. San Francisco shall not be liable to any Wholesale Customer or be obligated to supply more water to any Wholesale Customer individually or to the Wholesale Customers collectively than the amount to which it or they are otherwise entitled under this Agreement due to the use by any Wholesale Customer of more water than the amount to which it is entitled under this Agreement.

E. San Francisco shall install such new connections between the Regional Water System and the distribution system of any Wholesale Customer that are necessary to deliver the quantities of water to which the Wholesale Customer is entitled under this Agreement. San Francisco shall have the right to determine the location of such connections, in light of the need to maintain the structural integrity of the Regional Water System and, where applicable, the need to limit peaking directly off of Regional Water System pipelines by a Wholesale Customer's individual retail customers, the need to ensure that a Wholesale Customer's individual retail customers have access to alternative sources of water in the event of a reduction in San Francisco's ability to provide them with water, and other factors which may affect the desirability or undesirability of a particular location. San Francisco's decisions regarding the location of new connections and the location, size and type of any new meters shall not be reviewable by a court except for an abuse of discretion or failure to provide a Wholesale Customer with connections and meters adequate to deliver the quantity of water to which it is entitled under this Agreement.

3.03. Wholesale Customer Service Areas

A. Each of the Individual Water Sales Contracts described in Section 9.01 will contain, as an exhibit, a map of the Wholesale Customer's service area. A Wholesale Customer may not deliver water furnished to it by San Francisco outside the boundary of its service area without the prior written consent of San Francisco, except for deliveries to another Wholesale Customer on an emergency and temporary basis pursuant to Section 3.07.B.

B. If a Wholesale Customer wishes to expand its service area, it shall request San Francisco's consent to the expansion and provide information reasonably requested by San Francisco about the amount of water projected to be purchased from San Francisco to meet demand within the area proposed to be added to the service area.

C. San Francisco may refuse a Wholesale Customer's request to expand its service area on any reasonable basis. If San Francisco denies a request by a Wholesale Customer to expand its service area, or fails to act on the request for six months after it has been submitted, the Wholesale Customer may challenge San Francisco's denial or delay in court. Such a challenge may be based on the Wholesale Customers' claim, reserved in Section 8.07, that San Francisco is obligated under federal or state law to furnish water, included within its Individual Supply Guarantee, to it for delivery outside its then-existing service area and that it is entitled to enlarge its service area to supply water to such customers. San Francisco reserves the right to contest any such claim on any applicable ground. This subsection does not apply to San Jose and Santa Clara, whose maximum service areas are fixed pursuant to Section 9.06.

D. This section will not prevent San Francisco and any Wholesale Customer, other than San Jose and Santa Clara, from agreeing in an Individual Water Sales Contract or an amendment thereto that:

- the Wholesale Customer may expand its service area without subsequent San Francisco approval to a definitive size but no larger, or
- the Wholesale Customer will not expand its service area beyond its present limits without San Francisco approval

and waiving the provisions of this section with respect to any additional expansion.

E. If two or more Wholesale Customers agree to adjust the boundaries of their respective service areas so that one assumes an obligation to serve customers in an area that was previously within the service area of another Wholesale Customer, they may also correspondingly adjust their respective Individual Supply Guarantees. Such adjustments are not subject to the requirements of Section 3.04 and shall require only the consent of San Francisco and the Wholesale Customers involved, so long as the Supply Assurance and the Individual Supply Guarantees of other Wholesale Customers are not affected. Service area boundary adjustments that would result in the expansion of any California Water Service Company service areas are subject to the requirements of Section 9.02.D. Any adjustment of service area boundaries that would result in the supply of water in violation of this Agreement or the Act shall be void.

F. San Francisco acknowledges that it has heretofore consented in writing to deliveries of water by individual Wholesale Customers outside their service area boundaries and

agrees that nothing in this Agreement is intended to affect such prior authorizations, which remain in full force and effect according to their terms. Such authorizations shall be identified in the Individual Water Sales Contracts.

3.04. Permanent Transfers of Individual Supply Guarantees and Minimum Annual Purchase Quantities

A. A Wholesale Customer that has an Individual Supply Guarantee may transfer a portion of it to one or more other Wholesale Customers, as provided in this section.

B. Transfers of a portion of an Individual Supply Guarantee must be permanent, as opposed to temporary or time-limited. Notwithstanding the previous sentence, a portion of an Individual Supply Guarantee that has been transferred under this section may be included in another transfer under this section at a later date. The minimum quantity that may be transferred is 1/10th of a MGD.

C. Transfers of a portion of a Minimum Annual Purchase Quantity may be included in transfers of a portion of an Individual Supply Guarantee and are subject to the same requirements for Individual Supply Guarantee transfers in this section as well as the following conditions:

1. Transferor of Minimum Annual Purchase Quantity. A Wholesale Customer subject to the minimum annual purchase requirements of Section 3.07.C may transfer both a portion of its Individual Supply Guarantee and a portion of its Minimum Annual Purchase Quantity to one or more Wholesale Customers that have an Individual Supply Guarantee. The process by which such a transfer may be proposed and approved is set forth in subparts D and E of this section. A Wholesale Customer that had a Minimum Annual Purchase Quantity at the start of the Term of this Agreement may not cumulatively transfer, over the course of one or multiple transfers, more than half (50%) of its Minimum Annual Purchase Quantity as first specified in Attachment E at the start of the Term of this Agreement. Wholesale Customers that had a Minimum Annual Purchase Quantity at the start of the Term of this Agreement may not cumulatively transfer, over the course of one or multiple transfers, more than 6 MGD of the total aggregate Minimum Annual Purchase Quantity specified in Attachment E at the start of the Term of this Agreement. A Wholesale Customer that received a Minimum Annual Purchase Quantity through a transfer under this section may cumulatively transfer, over the course of one or multiple transfers, a portion of or all of the Minimum Annual Purchase Quantity it received

pursuant to this section. The effect of such a transfer will be a reduction in the transferor's Individual Supply Guarantee, specified in Attachment C, and a reduction in the transferor's Minimum Annual Purchase Quantity, specified in Attachment E. The SFPUC and BAWSCA will update Attachments C and E to reflect such changes, pursuant to Section 3.04.F. The reduction in the transferor's permanent Minimum Annual Purchase Quantity shall become effective in the same fiscal year in which the transfer becomes effective.

2. Transferee of Minimum Annual Purchase Quantity. A Wholesale Customer that has an Individual Supply Guarantee may be the recipient, or transferee, of both a portion of Individual Supply Guarantee and a portion of Minimum Annual Purchase Quantity from another Wholesale Customer that has an Individual Supply Guarantee, whether or not the transferee is already subject to the minimum annual purchase requirements of Section 3.07.C. When such a transfer is approved and effective, the transferee will initially have a revised Individual Supply Guarantee and a Temporary Modified Minimum Annual Purchase Quantity, which will be reflected on Attachments C and E-1, respectively, pursuant to Section 3.04.F. A Temporary Modified Minimum Annual Purchase Quantity will become effective in the same fiscal year in which the transfer becomes effective. The transferee's Temporary Modified Minimum Annual Purchase Quantity will ultimately be replaced by a permanent Minimum Annual Purchase Quantity, as described in this sub-section, which will be reflected on Attachment E pursuant to Section 3.04.F.

3. Calculation of Temporary Modified Minimum Annual Purchase Quantity. The Temporary Modified Minimum Annual Purchase Quantity that a transferee receives from a transfer under this sub-section is the sum of (1) the average annual (fiscal year) quantity of water purchased by the transferee from the SFPUC (plus Imputed Sales, if applicable) in the most recent five previous non-drought fiscal years, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. For this calculation, the five previous non-drought fiscal years need not be consecutive. Notwithstanding the preceding sentences in this paragraph, if a transferee has an existing Temporary Modified Minimum Annual Purchase Quantity at the time of a new transfer under this sub-section, the transferee's new Temporary Modified Minimum Annual Purchase Quantity under the new transfer will be the sum of (1) the transferee's existing Temporary Modified Minimum Annual Purchase Quantity, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. Attachment E-2 contains sample calculations of the Temporary Modified Minimum Annual Purchase Quantity for

transferees who are subject to, or not yet subject to, the minimum annual purchase requirements of Section 3.07.C.

4. Duration and Expiration of Temporary Modified Minimum Annual Purchase Quantity.

a. Once a transfer under this sub-section is approved and effective, the transferee is required to purchase from the SFPUC its Temporary Modified Minimum Annual Purchase Quantity until the quantity of water delivered annually to the transferee by the SFPUC meets or exceeds the Temporary Modified Minimum Annual Purchase Quantity for three consecutive fiscal years. It may take many years for the quantity of water delivered to meet or exceed this amount. The transferee's Temporary Modified Minimum Annual Purchase Quantity is subject to waiver by the SFPUC as described in Section 3.07.C. However, even in the event of such a waiver, a fiscal year in which the transferee still purchases from the SFPUC an amount of water that meets or exceeds its Temporary Modified Minimum Annual Purchase Quantity will count as a fiscal year in which the transferee has met or exceeded its Temporary Modified Minimum Annual Purchase Quantity for the purposes of this paragraph.

b. Once the quantity of water delivered to the transferee by the SFPUC reaches the milestone described in the preceding paragraph, the transferee will no longer be subject to the Temporary Modified Minimum Annual Purchase Quantity. Instead, the transferee will have a new permanent Minimum Annual Purchase Quantity, which will equal the sum of (1) its previous Minimum Annual Purchase Quantity, if applicable, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. The transferee's new permanent Minimum Annual Purchase Quantity will be reflected on Attachment E, and its expired Temporary Modified Minimum Annual Purchase Quantity will be removed from Attachment E-1, pursuant to Section 3.04.F. Any other Temporary Modified Minimum Annual Purchase Quantities of the transferee will remain in effect on Attachment E-1.

D. Transfers of portions of Individual Supply Guarantees, including transfers of portions of Minimum Annual Purchase Quantities, are subject to approval by the SFPUC. SFPUC review is limited to determining (1) whether a proposed transfer complies with the Act, and (2) whether the affected facilities in the Regional Water System have sufficient capacity to accommodate delivery of the increased amount of water to the proposed transferee.

E. The participants in a proposed transfer shall provide written notice to the SFPUC and BAWSCA specifying (1) the amount of the Individual Supply Guarantee proposed to be

transferred, (2) the proposed effective date of the transfer, which shall not be less than 60 days after the notice is submitted to the SFPUC, and (3) the Individual Supply Guarantees of both participants resulting from the transfer. If a proposed transfer includes the transfer of a portion of Minimum Annual Purchase Quantity, then the participants will provide additional written notice specifying (4) the amount of the Minimum Annual Purchase Quantity proposed to be transferred, (5) transferee's Temporary Modified Minimum Annual Purchase Quantity and permanent Minimum Annual Purchase Quantity under the transfer, and (6) the transferor's new Minimum Annual Purchase Quantity under the transfer. The SFPUC may require that the participants in any proposed transfer provide additional information reasonably necessary to evaluate the operational impacts of the proposed transfer and any additional information that will assist the SFPUC in its review of the proposed transfer. The SFPUC will not unreasonably withhold or delay its approval of a proposed transfer; if the SFPUC does not act on the written notice provided by the participants within 60 days, the transfer will be deemed to have been approved. An approved transfer becomes effective on the proposed effective date set forth in the written notice of the proposed transfer provided to the SFPUC and BAWSCA.

F. Within 30 days after the transfer has become effective, both the transferor and the transferee will provide written notice to the SFPUC and BAWSCA. By September 30 of each year during the Term, the SFPUC and BAWSCA will prepare an updated Attachment C, and updated Attachments E and E-1 where applicable, to reflect the effects of transfers occurring during the immediately preceding fiscal year. By September 30 of each year during the Term, the Individual Water Sales Contracts between San Francisco and any Wholesale Customers who are participants in a transfer under this Section will be amended with the written concurrence of San Francisco and those Wholesale Customers to reflect the effects of transfers occurring during the immediately preceding fiscal year, as necessary.

G. Amounts transferred will remain subject to pro rata reduction under the circumstances described in Section 3.02.C and according to the formula set forth in Attachment D.

H. A proposed transfer that does not satisfy the requirements of this section may be presented as an amendment to this Agreement pursuant to Section 2.03.

3.05. Restrictions on Resale

Each Wholesale Customer agrees that it will not sell any water purchased from San Francisco to a private party for resale by such private party to others in violation of the Act.

Each Wholesale Customer also agrees that it will not sell water purchased from San Francisco to another Wholesale Customer without prior written approval of the SFPUC, except on a temporary and emergency basis as permitted in Section 3.07.B.2. The SFPUC agrees that it will not unreasonably withhold its consent to a request by a Wholesale Customer to deliver water to another Wholesale Customer for resale.

3.06. Conservation; Use of Local Sources; Water Management Charge

A. In order to support the continuation and expansion of water conservation programs, water recycling, and development of alternative supplies within the Wholesale Customers' service areas, the SFPUC will, if requested by BAWSCA, include the Water Management Charge in water bills sent to Wholesale Customers. The SFPUC will deliver all Water Management Charge revenue to BAWSCA monthly and shall deliver an annual accounting of Water Management Charge revenue to BAWSCA within 90 days after the end of each fiscal year. The SFPUC's obligations to collect and deliver Water Management Charge revenue to BAWSCA under this subsection are conditioned on BAWSCA's delivery to the SFPUC of an annual report describing the projects and programs on which Water Management Charge funds received from the SFPUC during the previous fiscal year were expended and an estimate of the amount of water savings attributable to conservation programs and of the yield of alternative supplies developed. This report will be due within 180 days after the end of each fiscal year during which Water Management Charge funds were received.

B. The SFPUC will work together with BAWSCA to explore ways to support water conservation programs, recycling projects, and conjunctive use alternatives outside the Wholesale Service Area, in particular projects and programs that have the potential to increase both flows in the lower Tuolumne River (downstream of New Don Pedro Reservoir) and water deliveries to the Regional Water System.

C. Each Wholesale Customer shall take all actions within its legal authority related to water conservation that are necessary to insure that the SFPUC (a) remains eligible for (i) state and federal grants and (ii) access to the Drought Water Bank operated by the California Department of Water Resources, as well as other Drought-related water purchase or transfer

programs, and (b) complies with future legal requirements imposed on the Regional Water System by the federal government, the State, or any other third party as conditions for receiving funding or water supply.

D. San Francisco and each Wholesale Customer agree that they will diligently apply their best efforts to use both surface water and groundwater sources located within their respective service areas and available recycled water to the maximum feasible extent, taking into account the environmental impacts, the public health effects and the effects on supply reliability of such use, as well as the cost of developing such sources.

3.07. Restrictions on Purchases of Water from Others; Minimum Annual Purchases

A. Each Wholesale Customer (except for Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale) agrees that it will not contract for, purchase or receive, with or without compensation, directly or indirectly, from any person, corporation, governmental agency or other entity, any water for delivery or use within its service area without the prior written consent of San Francisco.

B. The prohibition in subsection A does not apply to:

1. recycled water;
2. water necessary on an emergency and temporary basis, provided that the Wholesale Customer promptly gives San Francisco notice of the nature of the emergency, the amount of water that has been or is to be purchased, and the expected duration of the emergency; or
3. water in excess of a Wholesale Customer's Individual Supply Guarantee.

C. Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale may purchase water from sources other than San Francisco, provided that San Francisco shall require that each purchase a minimum annual quantity of water from San Francisco. These Minimum Annual Purchase Quantities are set out in Attachment E and shall also be included in the Individual Water Sales Contracts between San Francisco and each of these four Wholesale Customers. Pursuant to Section 3.04, certain Wholesale Customers may also be required to purchase Temporary Modified Minimum Annual Purchase Quantities, set out in Attachment E-1, from San Francisco. Attachment E will be updated pursuant to Section 3.04 to reflect any reduction in existing Minimum Annual Purchase Quantities and any addition of

new Minimum Annual Purchase Quantities when Temporary Modified Minimum Annual Purchase Quantities expire and are removed from Attachment E-1; Individual Water Sales Contracts between San Francisco and any Wholesale Customers who are participants in a transfer under Section 3.04 will similarly be amended, as necessary. After the end of each fiscal year, the SFPUC will send a written notice to each Wholesale Customer that is subject to the minimum annual purchase requirements of this section with a copy to BAWSCA. The notice will include: (1) the quantity of water delivered to the Wholesale Customer during the previous fiscal year; (2) whether or not the Wholesale Customer met its minimum annual purchase requirement under this section; (3) any Imputed Sales charged to the Wholesale Customer; and (4) the status of any Temporary Modified Minimum Annual Purchase Quantity of the Wholesale Customer, if applicable. The minimum annual purchase requirements set out in Attachments E and E-1 will be waived during a Drought or other period of water shortage if the water San Francisco makes available to these Wholesale Customers is less than its Minimum Annual Purchase Quantity, and may be waived during a state of emergency declared by the Governor of California that impacts water supply use or deliveries from the Regional Water System.

3.08. Water Quality

A. San Francisco shall deliver treated water to Wholesale Customers (except Coastside County Water District, which receives untreated water from Crystal Springs and Pilarcitos Reservoirs) that complies with primary maximum contaminant level and treatment technique standards at the regulatory entry points designated in the San Francisco Regional Water System Domestic Water Supply Permit (currently Permit No. 02-04-04P3810001) issued by the California Department of Public Health (CDPH).

B. San Francisco will provide notice to the Wholesale Customers in accordance with the Water Quality Notification and Communications Plan (2019 Update of 2017 Plan, Rev. 6), attached hereto as Attachment G. San Francisco will regularly update its plan in consultation with the Wholesale Customers and the CDPH. The next update will be completed one year after the Effective Date and include expanded coverage of secondary maximum contaminant level exceedances and water quality communication triggers. The plan will note that the Wholesale Customers will receive the same notification no later than the San Francisco water system (currently Permit No. 02-04-01P3810011) except for distribution-related issues.

C. San Francisco and the Wholesale Customers will establish a Water Quality Committee. The Water Quality Committee will meet at least quarterly to collaboratively address

water quality issues, such as Water Quality Notification and Communications Plan updates, regulatory issues, and water quality planning studies/ applied research. San Francisco and each Wholesale Customer will designate a representative to serve on the committee. There will be a Chair and Vice Chair position for the Water Quality Committee. The Chair and Vice Chair positions will be held by San Francisco and the Wholesale Customers and rotate between them on an annual basis.

3.09. Completion of WSIP

San Francisco will complete construction of the physical facilities in the WSIP by December 30, 2021. The SFPUC agrees to provide for full public review and comment by local and state interests of any proposed changes that delay previously adopted project completion dates or that delete projects. The SFPUC shall meet and consult with BAWSCA before proposing to the Commission any changes in the scope of WSIP projects which reduce their capacity or ability to achieve adopted Level of Service Goals and Objectives. The SFPUC retains discretion to determine whether to approve the physical facilities in the WSIP until after it completes the CEQA process as set forth in Section 4.07.

3.10. Regional Water System Repair, Maintenance and Operation

A. San Francisco will keep the Regional Water System in good working order and repair consistent with prudent utility practice.

B. San Francisco will submit reports to its Retail and Wholesale Customers on the "State of the Regional Water System," including reports on completed and planned maintenance, repair or replacement projects or programs, by September of every even-numbered year, with reports to start in September 2010.

C. San Francisco will cooperate with any audit of the SFPUC's asset management practices that may be initiated and financed by BAWSCA or the Wholesale Customers. BAWSCA may contract with third parties to conduct the audits. San Francisco will consider the findings and recommendations of such audits and will provide a written response indicating agreement with the recommendations, or disagreement with particular recommendations and the reasons why, within 90 calendar days after receipt.

D. San Francisco will continue to operate its reservoirs in a manner that assigns higher priority to the delivery of water to the Bay Area and the environment than to the

generation of electric power. The SFPUC, as the Regional Water System operator, is solely responsible for making day-to-day operational decisions.

3.11. **Shortages**

A. **Localized Water Reductions.** Notwithstanding San Francisco's obligations to deliver the Supply Assurance to the Wholesale Customers collectively and the Individual Supply Guarantees to Wholesale Customers individually, San Francisco may reduce the amount of water available or interrupt water deliveries to specific geographical areas within the Regional Water System service area to the extent that such reductions are necessary due to Emergencies, or in order to install, repair, rehabilitate, replace, investigate or inspect equipment in, or perform other maintenance work on, the Regional Water System. Such reductions or interruptions may be imposed by San Francisco without corresponding reductions or interruptions in the amount of water available to SFPUC water users outside the specific geographical area where reductions or interruptions are necessary, if the system's ability to supply water outside the specific geographical area has not been impaired. In the event of such a reduction or interruption, San Francisco will restore the supply of water to the specific geographical area as soon as is possible. Except in cases of Emergencies (during which oral notice shall be sufficient), San Francisco will give the affected Wholesale Customer(s) reasonable written notice of such localized reductions or interruptions, the reasons therefor, and the probable duration thereof.

B. **System-Wide Shortages and SFPUC Response to Regional Emergencies.** Following a major system emergency event, the SFPUC will work closely with its Wholesale Customers to monitor customer demand, including the demand source. In the event that any individual Wholesale Service Area or Retail Service Area customer's uncontrolled distribution system leaks could result in major water waste and endanger the supply provided by the Regional Water System as a whole, flow through some customer connections may need to be temporarily reduced or terminated. SFPUC will work closely with customers to assess the nature of the demand (e.g. fire-fighting versus leakage), so that public health and safety protection can be given top priority.

1. All emergencies that require use of non-potable source water will require use of chlorine, or other suitable disinfectant, if feasible.

2. San Francisco will use its best efforts to meet the seismic reliability and delivery reliability Level of Service Goals and Objectives adopted by the Commission in conjunction with the WSIP. San Francisco will distribute water on an equitable basis throughout the Regional Water System service area following a regional Emergency, subject to physical limitations caused by damage to the Regional Water System.

3. San Francisco's response to Emergencies will be guided by the then-current version of the ERRP. The SFPUC shall periodically review, and the Commission may amend, the ERRP to ensure that it remains an up-to-date and effective management tool.

4. The SFPUC will give the Wholesale Customers notice of any proposal to amend the ERRP in a manner that would affect them. The notice will be delivered at least thirty days in advance of the date on which the proposal is to be considered by the Commission and will be accompanied by the text of the proposed amendment.

C. **Shortages Caused by Drought; Acquisition of Dry Year Supplies.**

Notwithstanding San Francisco's obligations to deliver the Supply Assurance to the Wholesale Customers collectively and the Individual Supply Guarantees to Wholesale Customers individually, San Francisco may reduce the amount of water available to the Wholesale Customers in response to Drought.

1. The Tier 1 Shortage Plan (Attachment H) will continue to be used to allocate water from the Regional Water System between Retail and Wholesale Customers during system-wide shortages of 20% or less.

2. San Francisco and the Wholesale Customers may negotiate in good faith revisions to the Tier 1 Shortage Plan to adjust for and accommodate anticipated changes due to demand hardening in the SFPUC's Wholesale and Retail Service Areas. Until agreement is reached, the current Tier 1 Shortage Plan will remain in effect.

3. The SFPUC will honor allocations of water among the Wholesale Customers ("Tier 2 Allocations") provided by BAWSCA or if unanimously agreed to by all Wholesale Customers. If BAWSCA or all Wholesale Customers do not provide the SFPUC with Tier 2 Allocations, then the SFPUC may make a final allocation decision after first meeting and discussing allocations with BAWSCA and the Wholesale Customers. For Regional Water System shortages in excess of 20%, San Francisco shall (a) follow the Tier 1 Shortage Plan allocations up to the 20% reduction, (b) meet and discuss how to implement incremental

reductions above 20% with the Wholesale Customers, and (c) make a final determination of allocations above the 20% reduction. After the SFPUC has made the final allocation decision, the Wholesale Customers shall be free to challenge the allocation on any applicable legal or equitable basis.

4. San Francisco will use its best efforts to identify potential sources of dry year water supplies and establish the contractual and other means to access and deliver those supplies in sufficient quantity to meet a goal of not more than 20 percent system-wide shortage in any year of the design drought.

5. San Francisco will cooperate with BAWSCA to improve water supply reliability. As an example of such cooperation, San Francisco may invite a representative of BAWSCA to attend and participate in meetings with third parties for development of dry year water supplies. If San Francisco does not invite a BAWSCA representative to attend a specific scheduled meeting, it will promptly (within 30 days of any such meeting) provide BAWSCA with a written or oral report on the meeting, including any decisions reached at it, as well as information about planned subsequent meetings. Progress in securing dry year water supplies will be reported to the SFPUC and the BAWSCA board of directors during the first quarter of each calendar year.

3.12. Wheeling of Water from Outside SFPUC System

Subject to the Wheeling Statute, the SFPUC will not deny use of Regional Water System unused capacity for wheeling when such capacity is available for wheeling purposes during periods when the SFPUC has declared a water shortage emergency under Water Code Section 350 if the following conditions are met:

A. The transferor pays reasonable charges incurred by the SFPUC as a result of the wheeling, including capital, operation, maintenance, administrative and replacement costs (as such are defined in the Wheeling Statute).

B. Wheeled water that is stored in the Regional Water System spills first.

C. Wheeled water will not unreasonably: (1) impact fish and wildlife resources in Regional Water System reservoirs; (2) diminish the quality of water delivered for consumptive uses; or (3) increase the risk of exotic species impairing Regional Water System operations. The transferor may at its own expense provide for treatment to mitigate these effects.

D. Priority will be given to wheeling by Wholesale Customers or BAWSCA over arrangements for third-party public entities.

3.13. Limits on New Customers

A. **New Wholesale Customers Prior to December 31, 2028.** Until December 31, 2028, San Francisco will not enter into contracts to supply water to any entity other than a Wholesale Customer (whether permanent or temporary, firm or interruptible) unless:

1. It completes any necessary environmental review under CEQA of the proposed new wholesale water service obligations as provided in Section 4.07;
2. It concurrently completes any necessary environmental review under CEQA as provided in Section 4.07 and commits to make both San Jose and Santa Clara permanent customers with Individual Supply Guarantees equal to at least 9 MGD; and
3. This Agreement is amended to incorporate any commitments to proposed new wholesale customers and to San Jose and Santa Clara, and to address the effects, if any, of the new customer(s) on water supply reliability, water quality and cost to existing customers of the Regional Water System.

B. **New Wholesale Customers After December 31, 2028.** As of January 1, 2029, San Francisco will not enter into contracts to supply water to any entity other than a Wholesale Customer (whether permanent or temporary, firm or interruptible) unless:

1. It completes any necessary environmental review under CEQA of the proposed new wholesale water service obligations as provided in Section 4.07;
2. It concurrently completes any necessary environmental review under CEQA as provided in Section 4.07 and commits to make both San Jose and Santa Clara permanent customers with Individual Supply Guarantees equal to at least 9 MGD;
3. Doing so increases the reliability of the Regional Water System; and
4. This Agreement is concurrently amended (a) to reflect that increased reliability by means of an increased commitment by San Francisco to deliver water during Droughts and (b) to address the effects, if any, of the new customer(s) on water supply, water quality and cost to existing customers of the Regional Water System.

C. **New Retail Customers.** San Francisco may enter into new retail water service obligations outside of the City and County of San Francisco:

1. Only in Alameda, San Mateo, Santa Clara, San Joaquin and Tuolumne Counties;
2. That are within or immediately adjacent to areas in which it currently serves other Retail Customers; and
3. Until the aggregate additional demand represented by the new retail customers reaches 0.5 MGD.

The limitations on serving new Retail Customers described in this subsection do not apply to historical obligations to supply water that may be contained in prior agreements between the SFPUC or its predecessor the Spring Valley Water Company, and individual users or property owners located adjacent to Regional Water System transmission pipelines.

D. **Water Exchanges and Cost Sharing Agreements with Other Water Suppliers.** Subject to completion of necessary environmental review under CEQA, San Francisco may at any time enter into water exchanges or cost sharing agreements with other water suppliers to enhance dry year or normal year water deliveries, provided that San Francisco cannot incur new water service obligations to such other water suppliers unless the requirements for taking on new wholesale customers in subsections A and B above are met.

3.14. Measurement of Water

A. The parties recognize that continuous and accurate measurement of water deliveries to and from the Regional Water System and maintenance of complete and accurate records of those measurements is necessary (1) for the costs of the Regional Water System to be allocated in accordance with this Agreement, (2) for implementation of other provisions of this Agreement, and (3) for effective operation and maintenance of a water system serving a large urbanized region.

B. It is the responsibility of the SFPUC to obtain and record these measurements. To do so, the SFPUC shall install, maintain and operate measuring and recording equipment at the following locations: (1) inputs to the Regional Water System from all water sources (“System Input Meters”), (2) internal flow meters to support operation of the Regional Water System (“In-Line Meters”), (3) deliveries to the City at the San Francisco-San Mateo County line (“County-

Line Meters”) and to three reservoirs in San Francisco (“In-City Terminal Reservoir Meters”), (4) deliveries to SFPUC Retail Customers located outside the boundaries of the City, and (5) deliveries to the Wholesale Customers, as described and illustrated in Attachment J.

C. The SFPUC shall inspect, test, service, and calibrate the measuring and recording equipment installed at the locations described in subsection B and will repair or replace them when necessary, in order to ensure that their accuracy is consistent with specifications provided in Attachment J.

D. The SFPUC shall continue to contract with a qualified independent metering consultant to perform periodic inspection, testing, servicing and calibration of the County-Line Meters, the In-City Terminal Reservoir Meters, and the System Input and In-Line Meters described in Attachment J, as well as the portion of the SFPUC’s Supervisory Control and Data Acquisition (SCADA) system that utilizes the flow signals produced by that measuring and recording equipment. The method, schedule and frequency for calibration and maintenance of the County-Line Meters and the In-City Terminal Reservoir Meters are specified in Attachment J. The SFPUC shall provide copies of the metering consultant's reports to BAWSCA.

E. System Input Meters measure water deliveries into the Regional Water System from sources such as Hetch Hetchy and the SFPUC’s water treatment plants. System Input Meters also measure deliveries from the Regional Water System to outside sources or from such sources to the Regional Water System through interties with the Santa Clara Valley Water District and the East Bay Municipal Utility District. In-Line Meters measure internal system flows and are located on the Bay Division Pipelines and other main transmission pipelines. These meters are collectively referred to as the “System Input and In-line Meters.” Similar to the County-Line Meters, the System Input and In-Line Meters have secondary metering equipment, such as differential pressure transmitters and flow recorders. The System Input and In-Line Meters, and all associated secondary metering equipment, shall be calibrated and maintained according to the method, schedule, and frequency specified in the Procedures Manual described in subsection G, below.

F. The locations of the smaller and more numerous meters described in subsection B (4) and (5) are not illustrated in Attachment J; however, they are also critical in the determination of cost allocations, and accordingly require continued maintenance and

calibration. It is the responsibility of the SFPUC to maintain the accuracy of these meters and their secondary metering equipment.

G. The SFPUC will prepare a Procedures Manual which will describe in detail the procedures for periodic inspection, testing, servicing and calibration of the measuring and recording equipment described in subsection B. Once the Procedures Manual is completed, the SFPUC and BAWSCA may agree that it should supersede some or all of the requirements in Attachment J regarding the County-Line and the In-City Terminal Reservoir Meters. Unless and until such an agreement is reached and documented, however, the requirements in Attachment J, Section D will continue in force as minimum standards for meter maintenance and calibration of the County-Line and In-City Terminal Reservoir Meters (subject to modification under the circumstances described in Attachment J, Section A.4).

H. If BAWSCA and the SFPUC are unable to agree on the water use calculations required by Attachment J for a particular year, the Wholesale Customers may file a demand for arbitration challenging the SFPUC's determination of the Wholesale Revenue Requirement for that year on the basis of its reliance on disputed water use calculations. Such a challenge must be brought in the manner and within the time specified in Section 8.01.

3.15. New Sources of Water Supply to Maintain Supply Assurance

A. **Urgent Reductions of Existing Surface Water Supplies.** Sudden and unanticipated events may require San Francisco to act promptly to protect the health, safety and economic well-being of its Retail and Wholesale Customers. Such sudden events include, but are not limited to drought, earthquakes, terrorist acts, catastrophic failures of facilities owned and operated by San Francisco, and other natural or man-made events. If such events diminish San Francisco's ability to maintain the Supply Assurance, San Francisco may increase the Wholesale Revenue Requirement to pay for planning, evaluation and implementation of replacement sources of supply when such needs arise and without the prior approval of the Wholesale Customers. San Francisco will keep the Wholesale Customers informed of actions being taken under this subsection, progress made, and contingency actions the Wholesale Customers may need to consider taking. To the extent appropriate and applicable, San Francisco will act in accordance with Section 3.11 and the ERRP. Nothing in this subsection limits San Francisco's obligations under Section 3.11 to pursue additional sources of supply to augment supplies available during drought.

B. **Non-Urgent Reductions of Existing Surface Water Supplies.** Climate change, regulatory actions and other events may impact San Francisco's ability to maintain the Supply Assurance from its existing surface water supplies, but on timescales long enough to permit San Francisco to collaborate with its Wholesale Customers on how best to address possible impacts to water supply. If such events diminish San Francisco's ability to maintain the Supply Assurance, San Francisco may increase the Wholesale Revenue Requirement to pay for planning, evaluation and implementation of replacement sources of supply when such needs arise and without the prior approval of the Wholesale Customers. San Francisco will keep the Wholesale Customers informed of actions being taken under this subsection, progress made, and contingency actions the Wholesale Customers may need to consider taking. San Francisco will solicit input and recommendations from BAWSCA and the Wholesale Customers, and take those recommendations into consideration. Prior to Commission approval of plans or taking other actions that would impact the Wholesale Revenue Requirement, San Francisco will hold a public hearing to receive written and oral comments. Nothing in this subsection modifies San Francisco's obligation to maintain the ability to provide the Supply Assurance under this Agreement.

3.16. **New Sources of Water Supply to Increase Supply Assurance**

A. **Surface Water Supplies From Existing Watersheds After 2018.** The Commission action in SFPUC Resolution Number 08-0200, adopted October 30, 2008 requires certain decisions by San Francisco regarding whether to supply more than 265 MGD from its watersheds following 2018. Such decisions are to be made by December 31, 2018, subject to the exercise of San Francisco's retained CEQA discretion in Section 4.07. San Francisco's future decisions may include an offer to increase the Supply Assurance at the request of some or all of its Wholesale Customers. Costs associated with providing additional water from its existing water supplies in San Mateo, Santa Clara, Alameda, Tuolumne, and Stanislaus Counties shall be allocated to Wholesale and Retail Customers as described in Article 5.

B. **New Water Supplies.** If San Francisco seeks to develop additional water supplies from new sources to increase the Supply Assurance available to Wholesale Customers, studies and resulting water supply projects will be conducted jointly with BAWSCA under separate agreement(s) specifying the purpose of the projects, the anticipated regional benefits and how costs of studies and implementation will be allocated and charged. Nothing in this Agreement shall serve as precedent for the allocation of such new supply capital costs

between Retail and Wholesale Customers or associated operational expenses, which shall only occur following approval of both parties and amendment of this Agreement, if necessary, under Section 2.03.

3.17. Westside Basin Groundwater Storage and Recovery Project

In August 2014, the SFPUC approved a WSIP project called the Groundwater Storage and Recovery Project ("Project"), which authorized the SFPUC to enter into an agreement governing the operation of the Project with the Participating Pumpers entitled "Agreement for Groundwater Storage and Recovery from the Southern Portion of the Westside Groundwater Basin by and among the San Francisco Public Utilities Commission, the City of Daly City, the City of San Bruno, and California Water Service Company" ("Project Operating Agreement"), which became effective on December 16, 2014. The Project produces Regional benefits for all customers of the Regional Water System by making use of available groundwater storage capacity in the Southern portion of the Westside Basin through the supply of additional surface water ("In Lieu Water") to the Participating Pumpers from the Regional Water System, in exchange for a corresponding reduction in groundwater pumping at existing wells owned by the Participating Pumpers. The new groundwater supply that accrues to storage as a result of delivery of In Lieu Water will be recovered from the SFPUC Storage Account during water shortages using new Regional Project Facilities or Shared Facilities operated by the Participating Pumpers and the SFPUC. Project mitigation capital costs and annual Project operations and maintenance expenses and water supplies shall be allocated as follows:

A. All In Lieu Water delivered to the Participating Pumpers shall be (1) temporary and interruptible in nature and (2) at the sole discretion of the SFPUC based on the total volume of water available to the Regional Water System.

B. All In Lieu Water delivered to the Participating Pumpers shall be considered a delivery of water to storage and shall not be construed to affect or increase the Individual Supply Guarantees of these Wholesale Customers or to otherwise entitle them to any claim of water in excess of their Individual Supply Guarantees.

C. In the event that it is necessary to reduce the Participating Pumpers' aggregate designated quantity of groundwater production allocation pursuant to Section 4.7 of the Project Operating Agreement, the SFPUC may supply an annual maximum of up to 500 acre feet of Participating Pumper Replacement Water from the Regional Water System at a price

comparable to the Participating Pumpers' then-current groundwater cost, as may be adjusted annually as provided for in Section 4.7 of the Project Operating Agreement. Each of the Participating Pumpers may elect to take delivery of its share of Participating Pumper Replacement Water either as interruptible surface water deliveries from the Regional Water System or as a transfer of storage credits from the SFPUC Storage Account. All revenue received from such water sales or transfers shall be considered revenue related to the sale of water and allocated between Retail Customers and Wholesale Customers on the basis of Proportional Water Use. All volumes of Participating Pumper Replacement Water delivered shall not be construed to affect or increase the Individual Supply Guarantees of these Wholesale Customers or to otherwise entitle them to any claim of water in excess of their Individual Supply Guarantees.

D. Any operation and maintenance expenses incurred by the Participating Pumpers and the SFPUC that are related to the operation of Project Facilities and Shared Facilities for Project purposes shall be included as Regional pumping expenses under Section 5.05.B of this Agreement and included as part of the Wholesale Revenue Requirement. For rate setting purposes, estimated Project operation and maintenance expenses shall be used as set forth in Section 6.01 of this Agreement. Operation and maintenance expenses associated with the Participating Pumpers' Existing Facilities that do not provide Regional benefits shall not be included in the Wholesale Revenue Requirement. On a case-by-case basis, the SFPUC may include operation and maintenance expenses associated operation of the Participating Pumpers' Existing Facilities in the Wholesale Revenue Requirement provided that such expenses (1) are solely attributable to Project operations for a Regional benefit and (2) are not caused by the Participating Pumper's failure to operate and maintain its existing wells in a reasonable and prudent manner consistent with water utility industry standards. The SFPUC shall provide the Wholesale Customers with copies of Project Operation and Maintenance Expenses documentation provided by the Participating Pumpers under Section 9.2 of the Project Operating Agreement.

E. The Project Mitigation, Monitoring and Reporting Program ("MMRP") adopted by the SFPUC included mitigation measure HY-6 to prevent well interference impacts to the Irrigation Well Owners. In mitigation measure HY-6, the SFPUC agreed to provide standby supplies of Irrigation Well Owner Replacement Water from the Regional Water System, to alter Project operations, and implement other actions (e.g., well replacement) to avoid well interference impacts that require the consent of the Irrigation Well Owners. The SFPUC's

Project mitigation and other obligations to the Irrigation Well Owners are memorialized in substantially identical “Groundwater Well Monitoring and Mitigation Agreements” with one or more of the Irrigation Well Owners. For purposes of this Agreement, water supplies, and the capital costs and operations and maintenance expenses associated with providing Irrigation Well Owner Replacement Water and implementing other mitigation actions identified in the Project MMRP, shall be allocated as follows:

1. Irrigation Well Owner Replacement Water shall be limited to a cumulative maximum of 1.76 mgd and shall be delivered only in volumes necessary for mitigating well interference impacts as provided in the Project MMRP. The supply of Irrigation Well Owner Replacement Water by the SFPUC shall not be considered a new water supply commitment to Retail Customers or Wholesale Customers under Section 3.13 of this Agreement. The annual volume of Irrigation Well Owner Replacement Water supplied shall be metered and allocated as water from the Regional Water System during shortages between Retail Customers and Wholesale Customers in proportion to and consistent with the provisions of the Shortage Allocation Plan. All revenue received from Irrigation Well Owners for metered deliveries of Irrigation Well Owner Replacement Water shall be considered revenue related to the sale of water and allocated between Retail Customers and Wholesale Customers on the basis of Proportional Water Use.

2. All Project capital costs incurred by the SFPUC in complying with the mitigation measures in the Project MMRP shall be considered Regional capital costs under Section 5.04 of this Agreement.

3. Operations and maintenance expenses incurred by the SFPUC in maintaining Project mitigation assets described in the Project MMRP shall be considered Regional transmission and distribution expenses under Section 5.05.D of this Agreement. Well pumping expenses that are required to be paid by the SFPUC in the agreements with the Irrigation Well Owners shall be considered Regional pumping expenses under Section 5.05.B of this Agreement.

4. Any wheeling charges imposed by California Water Service Company for delivery of Irrigation Well Owner Replacement Water shall be considered Regional transmission and distribution expenses under Section 5.05.D of this Agreement.

F. The SFPUC will audit (1) operation and maintenance expenses submitted by the Participating Pumpers, and (2) well pumping expenses submitted by the Irrigation Well Owners,

for reimbursement to confirm that such costs were incurred, respectively, as a result of (1) operating Project Facilities and Shared Facilities for a Regional benefit and (2) complying with mitigation obligations in the Project MMRP. Costs associated with the use of Project Facilities or Shared Facilities for Direct Retail or Direct Wholesale purposes, or that do not otherwise provide Regional benefits, shall not be included in the Wholesale Revenue Requirement. The SFPUC is responsible for resolving disputes with the Participating Pumpers and Irrigation Well Owners concerning expense allocations. Project expense documentation, including documentation of negotiation and settlement of disputed costs, will be available for review during the Compliance Audit described in Section 7.04 of this Agreement. The Wholesale Customers may dispute the SFPUC's resolution of expense allocations through the arbitration provisions in Section 8.01 of this Agreement.

G. The SFPUC may direct the Participating Pumpers to recover water from the SFPUC Storage Account for any type of shortage referenced in Section 3.11 of this Agreement. Water recovered from the SFPUC Storage Account using Project Facilities and Shared Facilities may be used for (1) the benefit of all Regional Water System customers; (2) Retail Customers; or (3) one or more of the Participating Pumpers. The Wholesale Revenue Requirement shall only include operation and maintenance expenses incurred due to the operation of Project Facilities and Shared Facilities for Regional benefits, including expenses incurred due to compliance with mitigation measures in the Project MMRP.

H. All water recovered during shortages caused by drought from the SFPUC Storage Account for Regional benefit, by the Participating Pumpers and by the SFPUC for delivery to Retail and Wholesale Customers, shall be used to free up a comparable volume of surface water from the Regional Water System for allocation in accordance with the Tier 1 Shortage Plan.

I. If the Project is terminated for any reason, including breach of the Project Operating Agreement by one or more of the Participating Pumpers or the SFPUC, a force majeure event as specifically defined by the Project Operating Agreement, or due to regulatory action or legal action, then:

1. Any water remaining in the SFPUC Storage Account shall be used for the benefit of all customers of the Regional Water System;

2. Outstanding eligible operation and maintenance expenses, including costs incurred during recovery of remaining stored water, will be allocated as provided in this Section 3.17 of this Agreement; and

3. If Project Facilities are no longer capable of being used for a Regional benefit, the Wholesale Customers will be credited with their share of proceeds from disposition of Project Facilities or reimbursed their share of such capital costs for any Project Facilities which are retained by the SFPUC for Direct Retail benefit and not used for the benefit of the Wholesale Customers, on the basis of (a) original cost less depreciation and outstanding related Indebtedness or (b) original cost less accumulated depreciation for revenue funded Project Facilities.

J. In the event that a Participating Pumper establishes the occurrence of a force majeure event as defined in the Project Operating Agreement, the SFPUC may enter into negotiations with the Participating Pumper to take over the operation of the portion of any Shared Facilities used for Project purposes for continued Regional use. If the SFPUC cannot reach agreement regarding the continued use of Shared Facilities for ongoing Regional benefit, the Participating Pumper shall reimburse the SFPUC and the Wholesale Customers for their respective shares of previously incurred Project capital costs used to upgrade the Shared Facilities on the basis of (a) original cost less depreciation and outstanding related Indebtedness or (b) original cost less accumulated depreciation for revenue funded Shared Facilities. In the event that the SFPUC seeks to take over the operation of Shared Facilities for Direct Retail use, or one or more Wholesale Customers seeks to negotiate with a Participating Pumper to take over the operation of Shared Facilities for individual use or Direct Wholesale use, the party or parties benefiting from such transfer of Shared Facilities shall reimburse the other parties to this Agreement with their respective shares of previously incurred Project capital costs on the basis described in the previous sentence, or as the parties may otherwise agree.

3.18. Water Supply Agreement Amendment Required.

San Francisco may not change the existing condition of the Hetch Hetchy Reservoir by:

1. Abandoning or decommissioning O'Shaughnessy Dam; or
2. Draining Hetch Hetchy Reservoir, except for purposes of (i) repair, rehabilitation, maintenance, improvement, or reconstruction of O'Shaughnessy Dam or appurtenances, (ii) supplying water to the Bay

Area during drought, or (iii) meeting water release requirements under the Raker Act, or federal or state law,

unless the parties enter into an amendment to the Water Supply Agreement, in full force and effect, adopted in accordance with Section 2.03.

The amendment shall state, or restate, as the case may be:

- A. The level of service goals for seismic reliability and delivery reliability adopted by the Commission in conjunction with such proposed changes to the Regional Water System, provided such goals are at least as protective of the Wholesale Customers as the Level of Service Goals and Objectives;
- B. The level of water quality to be delivered, which is currently provided for in Section 3.08, and
- C. The specific cost allocation procedures, written as an amendment to Article 5, which apply to (1) the abandonment or decommissioning of O'Shaughnessy Dam, or (2) the draining of Hetch Hetchy Reservoir, and (3) the development, operation and maintenance of New Regional Assets that may be required to replace water supplied by Hetch Hetchy Reservoir and delivered to the Bay Area.

In the event that the parties are not able to agree upon and approve an amendment to the Water Supply Agreement as set forth above, San Francisco may not abandon or decommission O'Shaughnessy Dam or drain Hetch Hetchy Reservoir.

Article 4. Implementation of Interim Supply Limitation.

4.01. Interim Supply Limitation Imposed by SFPUC

In adopting the WSIP in Res. No. 08-0200, the Commission included full implementation of all proposed WSIP capital improvement projects to achieve Level of Service Goals and Objectives relating to public health, seismic safety, and delivery reliability, but decided to adopt a water supply element that includes the Interim Supply Limitation. This article describes how the parties will implement the Interim Supply Limitation imposed by the SFPUC between the Effective Date and December 31, 2018, and how the SFPUC will conduct water supply planning after December 31, 2018.

4.02. Retail and Wholesale Customer Allocations Under Interim Supply Limitation

The Interim Supply Limitation is allocated as follows between Retail and Wholesale Customers:

Retail Customers' allocation: 81 MGD

Wholesale Customers' allocation: 184 MGD

The Wholesale Customers' collective allocation of 184 MGD under the Interim Supply Limitation includes the demand of the cities of San Jose and Santa Clara, whose demand is not included in the Supply Assurance, as provided in Section 3.02.B. By December 31st, 2010, the Commission will establish each Wholesale Customer's Interim Supply Allocation at a public meeting.

4.03. Transfers of Interim Supply Allocations

A. Any Wholesale Customer, including Hayward, may transfer a portion of its Interim Supply Allocation to one or more other Wholesale Customers, as provided in this section. All Wholesale Customers are also eligible transferees, including California Water Service Company up to its Individual Supply Guarantee.

B. Transfers of a portion of an Interim Supply Allocation must be prospective. The duration of a transfer cannot be less than the balance of the fiscal year. The minimum quantity that may be transferred is 1/10th of a MGD.

C. Transfers of portions of Interim Supply Allocations are subject to approval by the SFPUC. SFPUC review is limited to determining (1) whether a proposed transfer complies with

the Act, and (2) whether the affected facilities in the Regional Water System have sufficient capacity to accommodate delivery of the increased amount of water to the proposed transferee.

D. The participants in a proposed transfer shall provide notice to the SFPUC specifying the amount of the Interim Supply Allocation proposed to be transferred and the proposed effective date of the transfer, which shall not be less than 60 days after the notice is submitted to the SFPUC. The SFPUC may require additional information reasonably necessary to evaluate the operational impacts of the transfer. The SFPUC will not unreasonably withhold or delay its approval; if the SFPUC does not act on the notice within 60 days, the transfer will be deemed to have been approved.

E. Within 30 days after the transfer has become effective, both the transferor and the transferee will provide written notice to the SFPUC and BAWSCA.

F. Transfers of Interim Supply Allocations shall continue in effect until the earlier of (1) delivery of written notice to the SFPUC by the transfer participants that the transfer has been rescinded or (2) December 31, 2018.

4.04. Environmental Enhancement Surcharge

A. **Establishment of Environmental Enhancement Surcharge.** Beginning with wholesale water rates for fiscal year 2011-2012, and continuing for the duration of the Interim Supply Limitation, the Commission will establish the Environmental Enhancement Surcharge concurrently with the budget-coordinated rate process set forth in Article 6 of this Agreement. The monetary amount of the Environmental Enhancement Surcharge per volume of water, such as dollars per acre-foot, will be equivalent for Retail Customer use in excess of 81 MGD and Wholesale Customer use in excess of 184 MGD. The Environmental Enhancement Surcharge will be simple to calculate so that Wholesale Customers can estimate potential surcharges for budgeting purposes and establish retail rates within their service areas.

B. **Application of Environmental Enhancement Surcharge.** Beginning in fiscal year 2011-12, the Environmental Enhancement Surcharge will be levied only if and when combined Retail Customer and Wholesale Customer purchases exceed the Interim Supply Limitation of 265 MGD and if the fund described in subsection D below has been established by the San Francisco Board of Supervisors. In that event, the Environmental Enhancement Surcharge will apply to Retail Customers for use in excess of 81 MGD and to individual

Wholesale Customers for use in excess of their Interim Supply Allocations established by the Commission pursuant to Section 4.02.

1. Environmental Enhancement Surcharges related to the Retail Customers' use in excess of their 81 MGD Retail Customer Allocation will be paid by the SFPUC, and no portion of such surcharges may be allocated to Wholesale Customers. The method of recovering the Environmental Enhancement Surcharges imposed upon Retail Customers shall be within the sole discretion of the SFPUC.

2. Environmental Enhancement Surcharges related to the individual Wholesale Customers' use in excess of their respective Interim Supply Allocations will be paid to the SFPUC by individual Wholesale Customers.

C. **Collection of Environmental Enhancement Surcharge.** Notwithstanding the budget-coordinated rate setting process contemplated in Article 6 of this Agreement, the Environmental Enhancement Surcharge for any given year will be determined retrospectively based on actual annual usage during the fiscal year in excess of the Interim Supply Allocation and paid in equal monthly installments over the remainder of the immediately following fiscal year.

D. **Establishment of Fund for Environmental Enhancement Surcharge Proceeds.** Environmental Enhancement Surcharges paid by the SFPUC and by Wholesale Customers will be placed into a restricted reserve fund. The SFPUC will request the San Francisco Board of Supervisors to establish this fund by ordinance and, if adopted, the fund will be subject to the following restrictions:

1. Interest earnings will stay in the reserve fund.
2. The reserve fund shall (a) be subject to automatic appropriation; (b) require unexpended and unencumbered fund balances to be carried forward from year to year; and (c) not be transferred to the San Francisco General Fund.
3. The reserve fund may be used only for specific environmental restoration and enhancement measures for the Sierra and local watersheds, such as those included in the Watershed Environmental Improvement Program.
4. Environmental Enhancement Surcharge proceeds shall be expended in an expeditious manner. Any Environmental Enhancement Surcharge

proceeds that remain in the reserve fund as of December 31, 2018 shall be used to complete projects previously approved under subsection E. Upon completion of the identified projects, the balance of any unexpended sums in the reserve fund shall be distributed to BAWSCA and the SFPUC in proportion to the total amount of surcharges assessed to the Wholesale and Retail Customers, respectively.

E. **Use of Environmental Enhancement Surcharge Proceeds.** Specific uses of Environmental Enhancement Surcharges will be decided by the SFPUC and BAWSCA General Managers following input from environmental stakeholders and other interested members of the public. If parties are unable to agree, then they will jointly select a third person to participate in making the decision.

4.05. San Jose/ Santa Clara Interim Supply Allocation and Process for Reduction/ Termination.

San Francisco will supply a combined annual average of 9 MGD to the cities of San Jose and Santa Clara through 2028. Water supplied by San Francisco may only be used in the defined service areas of San Jose and Santa Clara shown on Attachment Q-1 and Q-2, respectively. San Francisco may reduce the quantity of water specified in this section when it establishes the Interim Supply Allocations for Wholesale Customers in Section 4.02. The establishment of Interim Supply Allocations for San Jose and Santa Clara shall not be considered a reduction of supply within the meaning of this section, provided that the Interim Supply Allocations assigned to San Jose and Santa Clara do not effect a reduction greater than the aggregate average reduction in Individual Supply Guarantees for Wholesale Customers that have such guarantees. The application of Interim Supply Allocations to San Jose and Santa Clara, and water supply planning after December 31, 2018, are subject to the following provisions:

A. In December 2010 and in each December thereafter through 2027, the SFPUC shall prepare and the Commission shall consider, at a regularly scheduled public meeting, a Water Supply Development Report detailing progress made toward (1) meeting the Interim Supply Limitation by June 30, 2018 and (2) developing additional water supplies that will allow the Commission to designate San Jose and Santa Clara as permanent Wholesale Customers of the Regional Water System with a combined Individual Supply Guarantee of up to 9 MGD by the end of the Term on June 30, 2034.

B. The annual Water Supply Development Report shall be based on water purchase projections and work plans prepared by the SFPUC for the Retail Customers and by BAWSCA for the Wholesale Customers, respectively, and submitted to the Commission in June of each year beginning in 2010.

C. If the Commission finds that the projections in the Water Supply Development Report show that (1) the Interim Supply Limitation will not be met by June 30, 2018, as a result of Wholesale Customers' projected use exceeding 184 MGD, or (2) the purchases of the Wholesale Customers, including San Jose and Santa Clara, are projected to exceed 184 MGD before June 30, 2028, the Commission may issue a conditional ten year notice of interruption or reduction in supply of water to San Jose and Santa Clara.

D. Upon issuance of the conditional notice of interruption or reduction, the SFPUC will prepare a new analysis of water supply that will be utilized by the San Francisco Planning Department in its preparation of any necessary documentation under CEQA pursuant to Section 4.07 on the impacts of interrupting or reducing service to San Jose and Santa Clara.

E. Such notice of interruption or reduction will be rescinded if the Commission finds, based upon a subsequent annual Water Supply Development Report, that (1) sufficient progress has been made toward meeting the Interim Supply Limitation, or (2) projections show that the projected purchases of the Wholesale Customers, including San Jose and Santa Clara, will not exceed 184 MGD by June 30, 2028.

F. In no case shall any interruption or reduction of service to San Jose or Santa Clara pursuant to this section become effective less than two years from the completion of the CEQA process (not including resolution of any appeals or litigation) or ten years from the notice, whichever is longer. If the ten year notice is issued after 2018, such interruption or reduction would be effective after 2028.

G. If deliveries to San Jose and Santa Clara are interrupted, existing turnout facilities to San Jose and Santa Clara will remain in place for possible use during emergencies.

H. San Francisco and the cities of San Jose and Santa Clara will cooperate with BAWSCA and the Santa Clara Valley Water District in the identification and implementation of additional water sources and conservation measures for the cities' service areas that are

relevant to the water supply and the possible offer of permanent status for the two cities by the SFPUC.

4.06. San Francisco Decisions in 2028 Regarding Future Water Supply

A. By December 31, 2028, San Francisco will have completed any necessary CEQA review pursuant to Section 4.07 that is relevant to making San Jose and Santa Clara permanent customers of the Regional Water System and will decide whether or not to make San Jose and Santa Clara permanent customers of the Regional Water System with a combined Individual Supply Guarantee of 9 MGD allocated equally between the two cities, as well as how much water in excess of 9 MGD it will supply to San Jose and Santa Clara. San Francisco will make San Jose and Santa Clara permanent customers only if, and to the extent that, San Francisco determines that Regional Water System long term water supplies are available. In the event that San Francisco decides to afford permanent status to San Jose and Santa Clara, this Agreement will be amended pursuant to Section 2.03.

B. By December 31, 2028, San Francisco will have completed any necessary CEQA review pursuant to Section 4.07 and will decide how much water, if any, in excess of the Supply Assurance it will supply to Wholesale Customers from the Regional Water System to meet their projected future water demands until the year 2040, and whether to offer a corresponding increase in the Supply Assurance as a result of these determinations.

4.07. Retained Discretion of SFPUC and Wholesale Customers

A. This Agreement contemplates discretionary actions that the SFPUC and the Wholesale Customers may choose to take in the future that could result in physical changes to the environment ("Discretionary Actions"). The Discretionary Actions include decisions to:

1. Develop additional or alternate water resources by the SFPUC or one or more Wholesale Customers;
2. Implement the physical facilities comprising the WSIP by December 30, 2021;
3. Approve wheeling proposals by Wholesale Customers;
4. Approve new wholesale customers and water exchange or cost sharing agreements with other water suppliers;
5. Provide additional water to San Jose and/or Santa Clara;
6. Offer permanent status to San Jose and/or Santa Clara;

7. Reduce or terminate supply to San Jose and/or Santa Clara;
8. Provide additional water to Wholesale Customers in excess of the Supply Assurance to meet their projected future water demands;
9. Offer a corresponding volumetric increase in the Supply Assurance; and
10. Implement the Hetch Hetchy Water and Power projects listed in Attachment R-2.

The Discretionary Actions may require the SFPUC or Wholesale Customers to prepare environmental documents in accordance with CEQA prior to the SFPUC or the Wholesale Customers determining whether to proceed with any of the Discretionary Actions. Accordingly, and notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement commits the SFPUC or the Wholesale Customers to approve or carry out any Discretionary Actions that are subject to CEQA. Furthermore, the SFPUC's or Wholesale Customers' decisions to approve any of these Discretionary Actions are subject to the requirement that San Francisco and each Wholesale Customer, as either a "Lead Agency" (as defined in Section 21067 of CEQA and Section 15367 of the CEQA Guidelines) or a "Responsible Agency" (as defined in Section 21069 of CEQA and Section 15381 of the CEQA Guidelines) shall have completed any CEQA-required environmental review prior to approving a proposed Discretionary Action.

B. In considering any proposed Discretionary Actions, the SFPUC and Wholesale Customers retain absolute discretion to: (1) make such modifications to any of the proposed Discretionary Actions as may be necessary to mitigate significant environmental impacts; (2) select feasible alternatives to the proposed Discretionary Actions that avoid significant adverse impacts; (3) require the implementation of specific measures to mitigate the significant adverse environmental impacts as part of the decision to approve the Discretionary Actions; (4) balance the benefits of the proposed Discretionary Actions against any significant environmental impacts before taking final actions to approve the proposed Discretionary Actions if such significant impacts cannot otherwise be avoided; or (5) determine not to proceed with the proposed Discretionary Actions.

Article 5. Wholesale Revenue Requirement

5.01. Scope of Agreement

This Article shall be applicable only to the water rates charged by San Francisco to the Wholesale Customers. Nothing contained in this Agreement shall limit, constrain, or in any way affect the rates which San Francisco may charge for water sold to Retail Customers or the methodology by which such rates are determined.

5.02. General Principles

This Article sets forth the method by which the Wholesale Customers' collective share of expenses incurred by the SFPUC in delivering water to them will be determined. This collective share is defined as the "Wholesale Revenue Requirement."

A. The SFPUC currently operates several enterprises, including the Water Enterprise, the Wastewater Enterprise, and the Hetch Hetchy Enterprise.

B. The Wastewater Enterprise is responsible for treating sewage within San Francisco and provides no benefit to the Wholesale Customers.

C. The Hetch Hetchy Enterprise is responsible for storing and transmitting water to the Water Enterprise, generating hydroelectric power and transmitting it to San Francisco, generating electric power within San Francisco, and distributing electricity and steam heat within San Francisco. Its water supply operations provide benefits to the Wholesale Customers.

D. The Water Enterprise delivers water to both Retail Customers, which are located both within and outside San Francisco, and to the Wholesale Customers, all of which are located outside San Francisco.

E. This Article implements two general principles as follows: (1) the Wholesale Customers should not pay for expenses of SFPUC operations from which they receive no benefit and (2) the Wholesale Customers should pay their share of expenses incurred by the SFPUC in delivering water to them on the basis of Proportional Annual Use unless otherwise explicitly provided in this Agreement.

F. To implement these general principles, the Wholesale Revenue Requirement will consist of, and be limited to, the Wholesale Customers' shares of the following categories of expense:

1. Capital cost recovery of Water Enterprise Existing Assets, and Hetch Hetchy Enterprise Existing Assets classified as Water-Only and the Water-Related portion of Joint assets (Section 5.03)
2. Contribution to the capital cost of Water Enterprise New Regional Assets (Section 5.04)
3. Water Enterprise operation and maintenance expenses, including power purchased from the Hetch Hetchy Enterprise that is used in the operation of the Water Enterprise (Section 5.05)
4. Water Enterprise administrative and general expenses (Section 5.06)
5. Water Enterprise property taxes (Section 5.07)
6. The Water Enterprise's share of the Hetch Hetchy Enterprise's operation and maintenance, administrative and general, and property tax expenses (Section 5.08)
7. The Water Enterprise's share of the Hetch Hetchy Enterprise's capital cost of New Assets classified as Water-Only and the Water-Related portion of Joint assets (Section 5.09)

In each of these cost categories, Direct Retail Expenses will be allocated entirely to Retail Customers. Direct Wholesale Expenses will be allocated entirely to the Wholesale Customers. Regional Expenses will be allocated between Retail Customers and Wholesale Customers as provided in this Article.

G. For purposes of establishing the rates to be charged Wholesale Customers, expenses will be based on the budget for, and estimates of water purchases in, the following fiscal year, as provided in Article 6. For purposes of accounting, the Wholesale Revenue Requirement will be determined on the basis of actual expenses incurred and actual water use, as provided in Article 7.

H. In addition, rates charged to Wholesale Customers may include the Wholesale Customers' contribution to a Wholesale Revenue Coverage Reserve, as provided in Section 6.06, which is not included in the Wholesale Revenue Requirement itself.

5.03. Capital Cost Recovery - Existing Regional Assets

A. SFPUC has previously advanced funds to acquire or construct Existing Assets used and useful in the delivery of water to both Wholesale Customers and Retail Customers. The parties estimate that the Wholesale Customers' share of the net book value of these assets, as of the expiration of the 1984 Agreement on June 30, 2009, will be approximately \$366,734,424, as shown on Attachment K-1.

B. In addition, SFPUC has also previously advanced funds received from Retail Customer revenues to acquire or construct assets included in Construction-Work-In-Progress (CWIP) as of June 30, 2009. The parties estimate that the Wholesale Customers' share of the book value of these revenue funded capital expenditures, as of the expiration of the 1984 Agreement on June 30, 2009, will be approximately \$15,594,990, as shown on Attachment K-2. The Wholesale Customers shall pay their share of the cost of Existing Assets and revenue-funded CWIP by amortizing the amounts shown on Attachment K-1 and Attachment K-2 over 25 years at an interest rate of 5.13 percent. The amounts to be included in the Wholesale Revenue Requirement pursuant to this section shall be the sum of the annual principal and interest amounts shown on Attachments K-3 (for Water Enterprise Regional Assets and the one Direct Wholesale Asset) and K-4 (for Hetch Hetchy Enterprise Water-Only Assets and the Water-Related portion [45 percent] of Joint assets) calculated on the basis of monthly amortization of principal as set forth on Attachments K-3 and K-4.

C. In addition, the Commission has previously appropriated funds, advanced through rates charged to Retail Customers, for construction of capital projects. Some of these projects are active, and have unexpended balances of appropriated funds that are not included in CWIP as of June 30, 2009. These projects, and the associated balances, are shown on Attachment K-5. Expenditures of funds from these balances during FY 2009-10, FY 2010-11 and FY 2011-12 will be reviewed in FY 2012-13. The SFPUC will prepare a report showing the amount expended in each year on each project and the total expended during all years on all projects that are categorized as Regional or, in the case of Hetch Hetchy Enterprise, are categorized as either Water-Only or Joint. The wholesale share of that total will be determined using the allocation principles in this Agreement based on Proportional Water Use during those three years. The result, plus accrued interest at the rate specified in Section 6.05.B, will be calculated by the SFPUC and its calculation reviewed by the Compliance Auditor as part of the Compliance Audit for FY 2012-13. The audited total will be paid based on a schedule of level

annual principal and interest amounts over ten years at an interest rate of 4.00%, calculated on a monthly amortization basis. All or any portion of the balance may be prepaid. The first year's payment will be included in the Wholesale Revenue Requirement for FY 2014-15.

D. The parties agree that the Wholesale Customers' share of the net book values of Existing Regional Assets as of June 30, 2008 as shown on Attachment K-1 are accurate. The compliance audit conducted on the calculation of the FY 2008-09 Suburban Revenue Requirement required by the 1984 Agreement will determine the actual amounts of depreciation on, and capital additions to, plant in service during that fiscal year. Those amounts will be compared to the corresponding estimates shown on Attachments K-1 and K-2. The differences will be added to or subtracted from the estimated asset values shown on Attachments K-1 and K-2 and the amortization schedules in Attachments K-3 and K-4 will be recalculated. The wholesale allocation factors shall be fixed at 70.1% for the Water Enterprise Existing Assets and 64.2% for Hetch Hetchy Enterprise Existing Assets for both the preliminary and final payment schedules. The SFPUC will prepare and provide to the Wholesale Customers revised Attachments K-1 through K-4 based on the Wholesale Customers' share of the net book value of the assets placed in service as of June 30, 2009 used to provide water service to the Wholesale Customers and the net book value of revenue-funded CWIP expended as of June 30, 2009. The revised Attachments K-1 through K-4 shall be approved by the General Manager of the SFPUC and the General Manager/CEO of BAWSCA and will be substituted for the original Attachments K-1 through K-4.

E. The original Attachments K-1 through K-4, based on estimates, shall be used for estimating the Wholesale Revenue Requirement for the fiscal year beginning July 1, 2009. The revised Attachments, based on audited actuals, shall be used to determine the actual Wholesale Revenue Requirement for FY 2009-10 and to determine the Wholesale Revenue Requirement(s) in all subsequent years, except as may be provided elsewhere in this Agreement.

F. The Wholesale Customers, acting through BAWSCA, may prepay the remaining unpaid Existing Assets principal balance, in whole or in part, at any time without penalty or early payment premium. Any prepayments will be applied in the month immediately following the month in which the prepayment is made and the revised monthly amount(s) will be used to calculate the Wholesale Revenue Requirement. Any partial prepayments must be in an amount at least equal to \$10 million. In the event of a partial prepayment, an updated schedule for the

remaining payments shall be prepared reflecting the unpaid balance after prepayment, amortized through the end of FY 2034, calculated as provided in this section. The updated schedule, approved by the General Manager of the SFPUC and the General Manager/CEO of BAWSCA, will be substituted for Attachment K-3 and/or Attachment K-4.

5.04. Capital Cost Contribution - New Regional Assets

A. **Debt-Funded Capital Additions.** The Wholesale Customers shall pay the wholesale share of Net Annual Debt Service for New Regional Assets. The Regional projects in the WSIP are identified in Attachment L-1.

1. The amount of Net Annual Debt Service for New Regional Assets will be determined for each series of Indebtedness issued. Until the proceeds of a particular series are Substantially Expended, the amount attributable to specific projects will be based on the expected use of proceeds shown in the "Certificate Regarding Use of Proceeds" executed by the SFPUC General Manager on behalf of the Commission in connection with the sale of the Indebtedness, provided such certificate identifies the use of proceeds at a level of detail equivalent to that shown on Attachment L-2, which is a copy of the certificate prepared for the 2006 Revenue Bonds, Series A. If a certificate does not identify the use of proceeds at that level of detail, the SFPUC General Manager shall prepare and execute a separate certificate which does identify the use of proceeds at the level of detail shown on Attachment L-2 and deliver it to BAWSCA within 15 days from the closing of the sale of the Indebtedness.

2. After the proceeds of a series are Substantially Expended, the SFPUC General Manager will prepare and execute a certificate showing the actual expenditure of proceeds at a level of detail equivalent to the initial General Manager certificate. The resulting allocation of Net Debt Service to New Regional Assets for a series of bonds will be used in the fiscal year in which the proceeds have been Substantially Expended and thereafter. Differences between the amount of Net Debt Service paid by Wholesale Customers prior to that year and the amount of Net Debt Service that they should have paid during that time based on the actual expenditure of proceeds will be taken into account in calculation of the balancing account for the fiscal year in which the proceeds were Substantially Expended. The application of the remaining proceeds shall be proportionate to the allocation of the Net Debt Service to New Regional Assets.

3. The Wholesale Customers' share of Net Annual Debt Service for the New Regional Assets that are categorized as Direct Wholesale will be 100 percent. (None of the

projects in the WSIP are categorized as Direct Wholesale.) The Wholesale Customers' share of Net Annual Debt Service for all other New Regional Assets will be determined each year and will be equal to the Wholesale Customers' Proportional Annual Use.

4. If Indebtedness is issued by the SFPUC to refund the 2006 Revenue Bonds, Series A or to refund any other long-term Indebtedness issued after July 1, 2009, the Net Annual Debt Service attributable to proceeds used for refunding will be allocated on the same basis as the Indebtedness being refunded.

5. The SFPUC will prepare an annual report showing for each issue of Indebtedness and through the most recently completed fiscal year: (1) net financing proceeds available to pay project costs, (2) actual earnings on proceeds, (3) actual expenditures by project. The report shall be substantially in the form of Attachment L-3 and shall be delivered to BAWSCA on or before November 30 of each year, commencing November 2009.

6. In addition to Net Debt Service, Wholesale Customers will pay a proportionate share of annual administrative costs associated with Indebtedness, such as bond trustee fees, credit rating agency fees, letter of credit issuer fees, San Francisco Revenue Bond Oversight Committee fees, etc., but only to the extent such fees are neither paid from proceeds of Indebtedness nor included in SFPUC operation and maintenance or administrative and general expenses.

B. Revenue-Funded Capital Additions. The Wholesale Customers shall pay the wholesale share of the appropriation contained in the SFPUC annual budget for each year to be used to acquire or construct New Regional Assets. If such appropriations are reimbursed from proceeds of Indebtedness, the Wholesale Customers will be credited for prior payments made under this Section 5.04.B.

The Wholesale Customers' share of the annual appropriation for revenue-funded New Regional Assets that are categorized as Direct Wholesale will be 100 percent. (None of the Repair and Replacement projects in the SFPUC's most recent capital improvement program updated on February 10, 2009, is categorized as Direct Wholesale.) The Wholesale Customers' share of the annual appropriation for all other revenue-funded New Regional Assets will be determined each year and will be equal to the Wholesale Customers' Proportional Annual Use in each fiscal year. The amount appropriated in each fiscal year for the wholesale share of New Regional Assets shall be contributed to the Wholesale Capital Fund described in Section 6.08 and reported on and administered as shown in that section and Attachments M-1 through M-3.

5.05. Water Enterprise Operation and Maintenance Expenses

There are five categories of Water Enterprise Operation and Maintenance Expenses, described below:

A. Source of Supply

1. Description: This category consists of the costs of labor, supervision and engineering; materials and supplies; and other expenses incurred in the operation and maintenance of collecting and impounding reservoirs, dams, wells and other water supply facilities located outside San Francisco; watershed protection; water supply planning; and the purchase of water.

2. Allocation: Direct Retail expenses, including water supply planning for Retail operations (such as City Retail water conservation programs), will be assigned to the Retail Customers. Regional expenses will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date there are no Direct Wholesale expenses in the Source of Supply category.)

B. Pumping

1. Description: This category consists of the costs of labor, supervision and engineering; materials and supplies; and other expenses incurred in the operation and maintenance of water pumping plants, ancillary structures and equipment and surrounding grounds; and fuel and power purchased for pumping water.

2. Allocation: Direct Retail expenses will be assigned to the Retail Customers. Regional expenses will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date there are no Direct Wholesale expenses in the Pumping category.)

C. Treatment

1. Description: This category consists of the costs of labor, supervision and engineering; materials and supplies and other expenses incurred in the operation and maintenance of water treatment plants and drinking water quality sampling and testing. The cost of water quality testing will not include expenses incurred on behalf of the Wastewater

Enterprise. Any remaining costs, after adjusting for the Wastewater Enterprise, will be reduced by the amount of revenue received for laboratory analyses of any type performed for agencies, businesses and/or individuals other than the Water and Hetch Hetchy Enterprises.

2. Allocation: Direct Retail expenses will be assigned to the Retail Customers. Regional expenses will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date there are no Direct Wholesale expenses in the Treatment category.)

D. Transmission and Distribution

1. Description: This category consists of the cost of labor, supervision and engineering; materials and supplies; and other expenses incurred in the operation and maintenance of transmission and distribution pipelines, appurtenances, meters (other than those expenses payable by individual Wholesale Customers pursuant to Section 5.10.C.3), distribution reservoirs storing treated water, craft shops and auto shops servicing vehicles used for operation and maintenance of the Regional Water System rather than for Direct Retail facilities, and miscellaneous facilities related to the transmission and distribution of water.

2. Allocation: Direct Retail Transmission and Distribution expenses will be assigned to the Retail Customers. Regional Transmission and Distribution expenses will be allocated between Retail and Wholesale Customers on the basis of Proportional Annual Use. Expenses incurred for the operation and maintenance of three terminal reservoirs, i.e., Sunset Reservoir (North and South Basins), University Mound Reservoir (North and South Basins), and Merced Manor Reservoir, as well as transmission pipelines delivering water to them, are classified as Regional expenses notwithstanding the location of the reservoirs within San Francisco. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date the only Direct Wholesale expenses in the Transmission and Distribution category are associated with the Palo Alto pipeline.)

E. Customer Services

1. Description: This category consists of labor; materials and supplies; and other expenses incurred for meter reading, customer record keeping, and billing and collection for the Water Enterprise.

2. Allocation: Customer Services expenses will be allocated among the Water Enterprise, the Wastewater Enterprise, and Hetch Hetchy Enterprise in proportion to the time spent by employees in Customer Services for each operating department/enterprise. The Water Enterprise's share of Customer Services expense will be allocated 98 percent to the Retail Customers and two percent to the Wholesale Customers, as illustrated on Attachment N-2, Schedule 1.

5.06. Water Enterprise Administrative and General Expenses

Administrative and General expenses consist of the Water Enterprise's share of the cost of general government distributed through the full-cost Countywide Cost Allocation Plan, the services of SFPUC support bureaus, Water Enterprise administrative and general expenses that cannot be directly assigned to a specific operating and maintenance category, and the cost of the Compliance Audit. These four subcategories, and the method by which costs in each are to be calculated and allocated, are as follows:

A. Countywide Cost Allocation Plan

1. Description: This subcategory consists of the Water Enterprise's share of the costs of San Francisco general government and other City central service departments which are not directly billed to the Water Enterprise or other operating departments. All San Francisco operating departments are assigned a prorated share of these costs through the full-cost Countywide Cost Allocation Plan (COWCAP) prepared annually by the San Francisco Controller.

2. Allocation: The Water Enterprise's assigned share of central government costs as shown in the annual full-cost COWCAP prepared by the San Francisco Controller, will be allocated between Retail Customers and Wholesale Customers on the basis of the composite percentage of the allocated expenses in the five categories of operation and maintenance expense described in Section 5.05. The composite wholesale percentage shown on Attachment N-2, Schedule 1 is 42.07 percent, derived by dividing the wholesale share of Operation and Maintenance expenses (\$46,573,883) by total Operation and Maintenance expenses (\$110,700,133).

B. Services of SFPUC Bureaus

1. Description: This subcategory consists of the support services provided to the Water Enterprise by the SFPUC Bureaus, which presently consist of the General

Manager's Office, Business Services, External Affairs, and Infrastructure Bureau. Business Services presently includes Financial Services, Information Technology Services, Human Resource Services, Fleet Management, and Customer Services.

2. Allocation: There are three steps involved in determining the Wholesale Customers' share of SFPUC Bureau costs.

a. Step One: Bureau expenses which have either been recovered separately or which provide no benefit to Wholesale Customers will be excluded. Examples of Bureau expenses recovered separately include (1) Customer Services expenses, which are recovered as provided in Section 5.05.E, and (2) Infrastructure expenses, which are assigned to individual projects and capitalized. An example of a Bureau expense that provides no benefit to Wholesale Customers is Information Technology Services expenses for support of the San Francisco Municipal Railway. In addition, the SFPUC will continue its practice of assigning City Attorney Office expenses charged to the General Manager's Office for projects or lawsuits that relate to only one enterprise directly to that enterprise. For example, costs related to a lawsuit involving the Wastewater Enterprise will not be assigned to the Water Enterprise.

b. Step Two: Bureau expenses adjusted as provided in Step One will be allocated among the Water Enterprise, the Wastewater Enterprise and the Hetch Hetchy Enterprise on the basis of the actual salaries of employees in each enterprise or department, as illustrated on Attachment N-2, Schedule 7.

c. Step Three: The amount allocated to the Water Enterprise through Step Two will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use.

C. Water Enterprise Administrative and General

1. Description: This category includes expenses incurred by the Water Enterprise that are not readily assignable to specific operating divisions. This category includes the following expenses:

a. Water Administration: This includes the costs of labor and other expenses of the administrative section of the Water Enterprise, supervision and engineering expenses, professional services, travel and training, equipment purchases, and materials and supplies not directly assignable to a specific operating unit.

b. Services Provided by Other City Departments: This includes charges of other San Francisco departments directly billed to the Water Enterprise

administration by other San Francisco departments for services ordered by the Water Enterprise, such as legal services, risk management, telecommunications, employee relations, purchasing, mail services, and workers compensation claims paid.

c. **Litigation and Claims Paid:** This includes charges incurred for attorney services and claims and judgments paid in litigation arising from the operation of the Water Enterprise.

2. **Allocation:** In each of these three subcategories, expenses that benefit only Retail Customers will be excluded. For example, the cost of claims and judgments resulting from a break in or leak from pipelines or reservoirs in the Retail Service Area (with the exception of the three terminal reservoirs and pipelines delivering water to them) will be assigned to the Retail Customers. Remaining Water Enterprise Administrative and General expenses will be allocated between Retail Customers and Wholesale Customers on the basis of the composite percentage of allocated operation and maintenance expense categories described in Section 5.05.

D. **Compliance Audit.** The cost of the Compliance Audit described in Section 7.04 will be assigned 50 percent to the Retail Customers and 50 percent to the Wholesale Customers.

5.07. Water Enterprise Property Taxes

A. **Description:** This category consists of property taxes levied against property owned by San Francisco located in Alameda, San Mateo and Santa Clara counties and used and managed by the SFPUC.

B. **Allocation:** All property taxes paid, net of (1) reimbursements received from lessees and permit holders, and (2) refunds from the taxing authority, are Regional expenses. Net property taxes will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use.

5.08. Hetch Hetchy Enterprise Expenses

A. **Introduction.** There are two steps involved in determining the amount of the Wholesale Customers' share of Hetch Hetchy Enterprise expenses.

1. The first step is to determine the Water Enterprise's share of Hetch Hetchy Enterprise operation expenses, maintenance expenses, administrative and general expenses, and property taxes.

2. The second step is to determine the Wholesale Customers' share of expenses allocable to the Water Enterprise.

B. Determination of the Water-Related Portion of Hetch Hetchy Enterprise Expenses

1. Operation and Maintenance Expenses: This category consists of the cost of labor, materials and supplies, and other expenses incurred in operating and maintaining Hetch Hetchy Enterprise physical facilities.

a. Description: Expenses associated exclusively with the production and distribution of hydroelectric power (e.g., generating plants and power transmission lines and towers, transformers and associated electric equipment, purchased power, wheeling charges, rental of power lines, etc.) are categorized as Power-Only and are allocated to power. Expenses associated exclusively with the operation and maintenance of facilities that serve only the water function (e.g., water transmission pipelines and aqueducts, activities related to compliance with federal and state drinking water quality laws, etc.) are categorized as Water-Only and are allocated entirely to water. Expenses associated with the operation and maintenance of facilities that serve both the water and power functions (e.g., dams, security programs, etc.) are categorized as Joint and are reallocated as 55 percent Power-Related and 45 percent Water-Related.

2. Administrative and General Expenses: There are three subcategories of Hetch Hetchy Enterprise Administrative and General expenses.

a. Full-Cost Countywide Cost Allocation Plan: This subcategory consists of the cost of San Francisco general government and other City central service departments which are not directly billed to operating departments but allocated through the full-cost Countywide Cost Allocation Plan described in Section 5.06.A. Costs in this subcategory are classified as Joint, and are reallocated as 55 percent Power-Related and 45 percent Water-Related.

b. SFPUC Bureau Costs: This subcategory consists of the expenses described in Section 5.06.B. One hundred percent of Customer Services expenses allocated to the Hetch Hetchy Enterprise are categorized as Power-Only. The remaining amount of Bureau

expenses allocated to the Hetch Hetchy Enterprise pursuant to Section 5.06.B will be reallocated between power and water in proportion to the salaries of Hetch Hetchy Enterprise employees assigned to each function as shown on Attachment N-2, Schedule 7.1.

c. **Other Administrative and General:** This subcategory includes payments to the United States required by the Act, labor, supervision and engineering and other costs not readily assignable to a specific operation or maintenance function or program. Costs related to power administration (such as long range planning and policy analysis for energy development, administration of power contracts, and administration of work orders to City departments for energy services) are Power-Only costs. Costs related to water administration (such as legal and professional services for the protection of the City's water rights) are Water-Only costs and will be assigned to the Water Enterprise. Costs related to both power administration and water administration (such as general administration, office rents, office materials and supplies, and services of other City departments benefitting to both power and water) are Joint administrative and general costs and are reallocated as 55 percent Power-Related and 45 percent Water-Related.

3. **Property Taxes.** This category consists of property taxes levied against property owned by San Francisco in Tuolumne, Stanislaus, San Joaquin, and Alameda counties and operated and managed by the Hetch Hetchy Enterprise.

Allocation: Property taxes are classified as Joint costs. They will be reallocated as 55 percent Power-Related and 45 percent Water-Related.

C. **Calculation of Wholesale Customers' Share of Hetch Hetchy Enterprise Expenses.** The Water Enterprise's share of Hetch Hetchy Enterprise expenses consist of 100 percent of Water-Only expenses and the Water-Related portion (45%) of Joint expenses.

The Wholesale Customers' share of the sum of the Water Enterprise's share of Hetch Hetchy Enterprise expenses determined under subsection B shall be calculated by multiplying that dollar amount by Adjusted Proportional Annual Use.

5.09. Hetch Hetchy Enterprise Capital Costs

A. **Introduction.** Wholesale Customers are also allocated a share of Hetch Hetchy Enterprise capital costs.

B. **Components of Capital Costs.** The components of Hetch Hetchy Enterprise capital costs are as follows:

1. Existing Assets Cost Recovery. The Wholesale Customers' repayment of their share of Hetch Hetchy Existing Assets (Water-Only and the Water-Related portion [45 percent] of Joint assets) is shown on Attachment K-4 accompanying Section 5.03.

2. Debt Service on New Assets. The Water Enterprise will be assigned 100 percent of Net Annual Debt Service attributable to acquisition and construction of New Hetch Hetchy Enterprise assets that are Water-Only and the Water-Related portion (45 percent) of Net Annual Debt Service on New Hetch Hetchy Enterprise Joint assets. The provisions of Section 5.04.A apply to debt service on New Hetch Hetchy Enterprise assets.

3. Revenue-Funded Capital Additions. The Water Enterprise will be assigned 100 percent of capital expenditures from revenues for New Hetch Hetchy Enterprise assets that are Water-Only and the Water-Related portion (45 percent) of such expenditures for new Hetch Hetchy Enterprise Joint assets. The provisions of Section 5.04.B apply to the payment of New revenue-funded Hetch Hetchy Enterprise assets.

C. Calculation of Wholesale Customers' Share of Hetch Hetchy Enterprise Capital Costs. The Wholesale Customers' share of the Net Annual Debt Service and revenue funded capital expenditures determined under subsections B.2 and 3 shall be calculated by multiplying that dollar amount by Adjusted Proportional Annual Use.

5.10. Additional Agreements Related to Financial Issues

A. Wholesale Customers Not Entitled to Certain Revenues. The Wholesale Customers have no entitlement to any of the following sources of revenue to the SFPUC.

1. Revenues from leases or sales of SFPUC real property.
2. Revenues from the other utility services such as the sale of electric power, natural gas and steam.
3. Revenues from the sale of water to customers and entities other than the Wholesale Customers.
4. Revenues earned from the investment of SFPUC funds other than funds contributed by the Wholesale Customers to the Wholesale Revenue Coverage Reserve described in Section 6.06 or the Wholesale Capital Fund described in Section 6.08. Wholesale Customers are also entitled to the benefit of earnings on proceeds of Indebtedness (through

expenditure on New Regional Assets and /or application to Debt Service) and to interest on the Balancing Account as provided in Section 6.05.B.

5. Revenues not related to the sale of water.

B. **Wholesale Customers Not Charged with Certain Expenses**. The Wholesale Customers will not be charged with any of the following expenses:

1. Capital costs for assets constructed or acquired prior to July 1, 1984 other than Existing Asset costs that are repaid pursuant to Section 5.03.

2. Expenses incurred by the SFPUC for generation and distribution of electric power, including Hetch Hetchy Enterprise Power-Only expenses and the Power-Related share of Hetch Hetchy Enterprise Joint expenses. An exception to this is Regional energy costs incurred by the Water Enterprise, for which Wholesale Customers are charged on the basis of Proportional Annual Use.

3. Expenses incurred by SFPUC in providing water to Retail Customers.

4. Expenses associated with the SFPUC's accruals or allocations for uncollectible Retail Water accounts.

5. Attorneys' fees and costs incurred by the Wholesale Customers that a court of competent jurisdiction orders San Francisco to pay as part of a final, binding judgment against San Francisco as provided in Section 8.03.B.2.

6. Any expenses associated with funding any reserves (other than the required Wholesale Revenue Coverage Reserve described in Section 6.06) accrued and not anticipated to be paid within one year unless such reserve is established by mutual agreement of the SFPUC and BAWSCA.

7. Any expenses accrued in respect to pending or threatened litigation, damage or personal injury claims or other loss contingencies unless projected to be paid within one year. Otherwise, such expenses will be charged to the Wholesale Customers when actually paid.

8. Any expense associated with installing, relocating, enlarging, removing or modifying meters and service connections at the request of an individual Wholesale Customer.

9. The Retail Customers' portion of any Environmental Enhancement Surcharges imposed to enforce the Interim Supply Limitation set forth in Section 4.04.

C. **Revenues Not Credited to Payment of Wholesale Revenue Requirement.**

The following payments by Wholesale Customers, individually or collectively, are not credited as Wholesale revenues for purposes of Section 6.05.B:

1. Payments by individual Wholesale Customers of the Environmental Enhancement Surcharge imposed to enforce the Interim Supply Limitation set forth in Section 4.04.
2. Payments of attorneys' fees and costs incurred by San Francisco that a court of competent jurisdiction orders the Wholesale Customers to pay as part of a final, binding judgment against the Wholesale Customers, as provided in Section 8.03.B.3.
3. Payments by individual Wholesale Customers for installation, relocation, enlargement, removal or modification of meters and service connections requested by, and charged to, a Wholesale Customer.
4. Payments applied to the amortization of the ending balance in the balancing account under the 1984 Agreement, pursuant to Section 6.05.A.
5. Payments of the Water Management Charge which are delivered to BAWSCA pursuant to Section 3.06.
6. Payments directed to the Wholesale Revenue Coverage Reserve pursuant to Section 6.06.
7. Prepayments authorized by Sections 5.03.C and 5.03.F.

D. **Other**

1. The Wholesale Customers will receive a proportional benefit from funds received by the SFPUC from (a) governmental grants, rebates, reimbursements or other subventions, (b) private-sector grants for Regional capital or operating purposes of the Water Enterprise and the Water-Only and Water-related portion of Joint Hetch Hetchy Water Enterprise expenses, or (c) a SFPUC use of taxable bonds.

2. The Wholesale Customers will receive a proportionate benefit from recovery of damages, including liquidated damages, by SFPUC from judgments against or settlements with contractors, suppliers, sureties, etc., related to Regional Water System projects and the Water-Only and Water-Related portion of Joint Hetch Hetchy Enterprise projects.

3. The SFPUC will continue to charge Wholesale Customers for assets acquired or constructed with proceeds of Indebtedness on which Wholesale Customers paid Debt Service during the Term of this Agreement on the “cash” basis (as opposed to the “utility” basis) after the expiration or earlier termination of this Agreement. The undertaking in this Section 5.10.D.3 will survive the expiration or earlier termination of this Agreement.

5.11. Classification of Existing System Assets.

Existing System Assets of the Regional Water System include the water storage, transmission, and treatment systems owned and operated by San Francisco in Tuolumne, Stanislaus, San Joaquin, Alameda, Santa Clara, San Mateo and San Francisco Counties. These assets are managed by either the Water Enterprise or the Hetch Hetchy Enterprise and the assets have been classified for purposes of cost allocation.

A. **Water Enterprise Assets.** Water Enterprise assets are currently managed, operated, and maintained by the Water Enterprise and are generally located west of Alameda East Portal, in addition to the treatment facilities located at Tesla and the Thomas Shaft Emergency Disinfection Facility. These assets are classified as Direct Retail, Direct Wholesale, or Regional.

B. **Hetch Hetchy Enterprise Assets.** Hetch Hetchy Enterprise assets are currently managed, operated and maintained by the Hetch Hetchy Enterprise and are generally located east of the Alameda East Portal of the Coast Range Tunnel in Sunol Valley, Alameda County. These assets are classified as Power-Only, Water-Only, or Joint, in accordance with Sections 5.08 and 5.09. Through the Wholesale Revenue Requirement, the Wholesale Customers pay Existing System Asset capital costs and operating expenses in accordance with Section 5.02.F and do not pay capital costs or operating expenses associated with assets classified as Direct Retail, Power-Only, and the Power-Related portion of Joint assets.

C. **Attachment R Documents Classifications.** To facilitate WSA administration, Attachment R documents the classification of major Existing System Assets operated by the Hetch Hetchy Enterprise. Attachment R consists of three documents: R-1 Introduction, R-2 Special Classification of Discrete Projects for 2018 Amendment Purposes, and R-3 Major Hetch Hetchy Enterprise Existing System Assets. Attachment R may be modified as specified in Section 5.11.D and in the manner set forth in Section 2.03.C.

D. **Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets, is Not Exhaustive.** Existing System Assets include, but are not limited to, land; fixed infrastructure such as dams, tunnels, buildings, water treatment plants and pipelines; equipment such as pumps and vehicles; and related appurtenances. Major Hetch Hetchy Enterprise Existing System Assets, and their classifications, are listed in Attachment R-3. Attachment R-3 does not include all assets of the Regional Water System, but represents the parties' best efforts to document major Hetch Hetchy Enterprise Existing System Assets that would incur capital costs and operating expenses subject to cost allocation. The classification of assets listed on R-3 may not be changed during the Term, any Extension Term, and any renewal of the Agreement, however, Attachment R-3 may be modified by mutual agreement in accordance with Section 2.03.C to (1) add an asset that was inadvertently omitted, (2) to add a new asset, and (3) remove a destroyed or obsolete asset. In the event that the parties cannot agree on the classification of any omitted or new assets, the dispute shall be subject to arbitration under Section 8.01.

E. **Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets, Classifications are Fixed.** The classification of the major Hetch Hetchy Enterprise Existing System Assets is fixed and shall control the allocation of capital costs and operating expenses for the remainder of the Term, any Extension Terms, and any renewal of the Agreement. However, changes may be proposed in accordance with subsection G below. Capital costs and operating expenses are meant to be inclusive of all costs related to assets, including, but not limited to, any alterations, additions, improvements, rehabilitation, replacement of assets, and equipment that is appurtenant thereto. Since asset classifications are fixed in Attachment R-3, asset classifications may not be modified by mutual agreement in accordance with Section 2.03.C.

F. **Attachment R-2, Special Classification of Discrete Projects for 2018 Amendment Purposes.** Past, ongoing and future capital projects involving five Hetch Hetchy Enterprise Existing System Assets defined in Attachment R-2 have classifications that differ from the underlying asset classifications. These project-related classification changes shown on Attachment R-2, are part of the 2018 amendments to the Agreement and are not precedential for any other asset-related capital cost or operating expense. With the exception of the defined projects related to the five assets listed on R-2, the capital projects for all assets follow the asset classifications. Capital projects listed on Attachment R-2 must be approved by the SFPUC following necessary CEQA review.

G. **Five Year Notice of Intent to Renegotiate Cost Allocation.** In the event San Francisco or the Wholesale Customers, which may be represented by BAWSCA, wish to propose and negotiate a change in Existing System Asset classifications, or a change in the Water-Related portion (45 percent) of Joint expenses, for the next Water Supply Agreement, such party must provide the other at least 5 years' written notice prior to the expiration of the Term or Extension Term, or the renewal of the Agreement. At a minimum, the noticing party must provide a comprehensive analysis of the financial and rate impacts of the proposed change at least two years prior to the expiration of the Term or Extension Term, or the renewal of the Agreement.

To meet this requirement, the parties may agree to jointly analyze, under a separate agreement, system capacity and usage and/or new assets, as well as other possible alternative cost allocation methodologies. Either party may also unilaterally initiate such studies by consultants of their choice and bear all their own costs.

Article 6. Integration of Wholesale Revenue Requirement with SFPUC Budget Development and Rate Adjustments

6.01. General

A. The purpose of the allocation bases set forth in Article 5 is to determine the Wholesale Revenue Requirement for each fiscal year. The Wholesale Revenue Requirement can only be estimated in advance, based on projected costs and water deliveries. These projections are used to establish water rates applicable to the Wholesale Customers.

B. After the close of each fiscal year, the procedures described in Article 7 will be used to determine the actual Wholesale Revenue Requirement for that year, based on actual costs incurred, allocated according to the provisions of Article 5, and using actual water delivery data. The amount properly allocated to the Wholesale Customers shall be compared to the amount billed to the Wholesale Customers for the fiscal year, other than those identified in Section 5.10.C. The difference will be entered into a balancing account to be charged to, or credited to, the Wholesale Customers, as appropriate.

C. The balancing account shall be managed as described in Section 6.05.

6.02. Budget Development

The SFPUC General Manager will send a copy of the proposed SFPUC budget to BAWSCA at the same time as it is sent to the Commission. In addition, a copy of materials submitted to the Commission for consideration at meetings prior to the meeting at which the overall SFPUC budget is considered (including (a) operating budgets for the Water Enterprise and the Hetch Hetchy Enterprise, (b) budgets for SFPUC Bureaus, and (c) capital budgets for the Water Enterprise and the Hetch Hetchy Enterprise) will also be sent to BAWSCA concurrently with their submission to the Commission.

6.03. Rate Adjustments

A. **Budget Coordinated Rate Adjustments.** Adjustments to the rates applicable to the Wholesale Customers shall be coordinated with the budget development process described in this section except to the extent that Sections 6.03.B and 6.03.C authorize emergency rate increases and drought rate increases, respectively.

If the SFPUC intends to increase wholesale water rates during the ensuing fiscal year, it will comply with the following procedures:

1. Adjustments to the wholesale rates will be adopted by the Commission at a regularly scheduled meeting or at special meeting, properly noticed, called for the purpose of adjusting rates or for taking any other action under the jurisdiction of the Commission.

2. The SFPUC will send a written notice by mail or electronic means to each Wholesale Customer and to BAWSCA of the recommended adjustment at least thirty (30) days prior to the date of the meeting at which the Commission will consider the proposed adjustment. The notice will include the date, time and place of the Commission meeting.

3. The SFPUC shall prepare and provide to each Wholesale Customer and to BAWSCA the following materials: (a) a table illustrating how the increase or decrease in the Wholesale Revenue Requirement and wholesale rates were calculated, substantially in the form of Attachment N-1, (b) a schedule showing the projected expenses included in the Wholesale Revenue Requirement for the fiscal year for which the rates are being proposed, and supporting materials, substantially in the form of Attachment N-2, and (c) a schedule showing projected water sales, Wholesale Revenue Requirements and wholesale rates for the fiscal year for which rates are being set and the following four years, substantially in the form of Attachment N-3. These materials will be included with the notification required by Section 6.03.A.2.

4. Rate adjustments will be effective no sooner than thirty (30) days after adoption of the wholesale rate by the Commission.

5. San Francisco will use its best efforts to provide the Wholesale Customers with the information described above. San Francisco's failure to comply with the requirements set forth in this section shall not invalidate any action taken by the Commission (including, but not limited to, any rate increase or decrease adopted). In the event of such failure, the Wholesale Customers may either invoke arbitration, as set forth in Section 8.01, or seek injunctive relief, to compel San Francisco to remedy the failure as soon as is reasonably practical, and San Francisco shall be free to oppose the issuance of the requested judicial or arbitral relief on any applicable legal or equitable basis. The existence of this right to resort to arbitration shall not be deemed to preclude the right to seek injunctive relief.

6. Because delays in the budget process or other events may cause San Francisco to defer the effective date of Wholesale Customer rate adjustments until after the beginning of San Francisco's fiscal year, nothing contained in this Agreement shall require San Francisco to make any changes in the water rates charged to Wholesale Customers effective at

the start of San Francisco's fiscal year or at any other specific date. Nothing in the preceding sentence shall excuse non-compliance with the provisions of Section 6.02 and this section.

B. **Emergency Rate Increases.** The Commission may adjust the Wholesale Customers' rates without complying with the requirements of Section 6.03.A in response to an Emergency that damages the Regional Water System and disrupts San Francisco's ability to maintain normal deliveries of water to Retail and Wholesale Customers. In such an Emergency, the Commission may adopt an emergency rate surcharge applicable to Wholesale Customers without following the procedures set forth in this section, provided that any such rate surcharge imposed by the Commission shall be applicable to both Retail and Wholesale Customers and incorporate the same percentage increase for all customers. Any emergency rate surcharge adopted by the Commission shall remain in effect only until the next-budget coordinated rate-setting cycle.

C. **Drought Rates.** If the Commission declares a water shortage emergency under Water Code Section 350, implements the Tier 1 Shortage Plan (Attachment H) described in Section 3.11.C, and imposes drought rates on Retail Customers, it may concurrently adjust wholesale rates independently of coordination with the annual budget process. Those adjustments may be designed to encourage water conservation and may constitute changes to the structure of the rates within the meaning of Section 6.04. The parties agree, however, that, in adopting changes in rates in response to a declaration of water shortage emergency, the Commission shall comply with Section 6.03.A.1 and 2 but need not comply with Section 6.04.B. Drought Rate payments and payments of excess use charges levied in accordance with the Tier 1 Shortage Plan described in Section 3.11.C constitute Wholesale Customer Revenue and count towards the Wholesale Revenue Requirement. The SFPUC may use these revenues to purchase additional water for the Wholesale Customers from the State Drought Water Bank or other willing seller.

6.04. Rate Structure

A. This Agreement is not intended and shall not be construed to limit the Commission's right (a) to adjust the structure of the rate schedule applicable to the Wholesale Customers (i.e., the relationship among the several charges set out therein) or (b) to add, delete, or change the various charges which make up the rate schedule, provided that neither such charges nor the structure of the rate schedule(s) applicable to the Wholesale Customers shall be arbitrary, unreasonable, or unjustly discriminatory as among said customers. The

SFPUC will give careful consideration to proposals for changes in the rate schedule made jointly by the Wholesale Customers but, subject to the limitations set out above, shall retain the sole and exclusive right to determine the structure of the rate schedule.

B. If the SFPUC intends to recommend that the Commission adopt one or more changes to the structure of wholesale rates (currently set forth in SFPUC Rate Schedule W-25), it shall prepare and distribute to the Wholesale Customers and BAWSCA a report describing the proposed change(s), the purpose(s) for which it/they are being considered, and the estimated financial effect on individual Wholesale Customers or classes of customers. Wholesale Customers may submit comments on the report to the SFPUC for sixty (60) days after receiving the report. The SFPUC will consider these comments and, if it determines to recommend that the Commission adopt the change(s), as described in the report or as modified in response to comments, the SFPUC General Manager shall submit a report to the Commission recommending specific change(s) in the rate structure. Copies of the General Manager's report shall be sent to all Wholesale Customers and BAWSCA at least thirty (30) days prior to the Commission meeting at which the changes will be considered.

C. The SFPUC may recommend, and the Commission may adopt, changes in the structure of wholesale rates at any time. However, the new rate schedule implementing these changes will become effective at the beginning of the following fiscal year.

6.05. Balancing Account

A. **Balancing Account Established Under 1984 Agreement.** The amount of credit in favor of San Francisco as of the expiration of the term of 1984 Agreement (June 30, 2009) is not known with certainty as of preparation and execution of this Agreement. It will not be known with certainty until the Compliance Audit for FY 2008-09 is completed and disputes, if any, that the Wholesale Customers or the SFPUC may have with the calculation of the Suburban Revenue Requirement for that fiscal year and for previous fiscal years have been settled or decided by arbitration.

The parties anticipate that the amount of the credit in favor of San Francisco as of June 30, 2009 may be within the range of \$15 million to \$20 million.

In order to reduce the credit balance due San Francisco under the 1984 Agreement in an orderly manner, while avoiding unnecessary fluctuations in wholesale rates, the parties agree to implement the following procedure.

1. In setting wholesale rates for FY 2009-10, SFPUC will include a balancing account repayment of approximately \$2 million.

2. In setting wholesale rates for FY 2010-11 and following years, SFPUC will include a balancing account repayment of not less than \$2 million and not more than \$5 million annually until the full amount of the balance due, plus interest at the rate specified in Section 6.05.B, is repaid.

3. The actual ending balance as of June 30, 2009 will be determined, by the parties' agreement or arbitral ruling, after the Compliance Audit report for FY 2008-09 is delivered to BAWSCA. That amount, once determined, will establish the principal to be amortized through subsequent years' repayments pursuant to this Section 6.05.A.

B. Balancing Account Under This Agreement

1. Operation. After the close of each fiscal year, the SFPUC will compute the costs allocable to the Wholesale Customers for that fiscal year pursuant to Article 5, based on actual costs incurred by the SFPUC and actual amounts of water used by the Wholesale Customers and the Retail Customers. That amount will be compared to the amounts billed to the Wholesale Customers for that fiscal year (including any Excess Use Charges, but excluding revenues described in Section 5.10.C). The difference will be posted to a "balancing account" as a credit to, or charge against, the Wholesale Customers. Interest shall also be posted to the balancing account calculated by multiplying the amount of the opening balance by the average net interest rate, certified by the Controller as earned in the San Francisco Treasury for the previous fiscal year on the San Francisco County Pooled Investment Account. Interest, when posted, will carry the same mathematical sign (whether positive or negative) as carried by the opening balance. The amount posted to the balancing account in each year shall be added to, or subtracted from, the balance in the account from previous years. The calculation of the amount to be posted to the balancing account shall be included in the report prepared by the SFPUC pursuant to Section 7.02.

The opening balance for fiscal year 2009-10 shall be zero.

2. Integration of Balancing Account with Wholesale Rate Setting Process. If the amount in the balancing account is owed to the Wholesale Customers (a positive balance), the SFPUC shall take it into consideration in establishing wholesale rates. However, the SFPUC need not apply the entire amount to reduce wholesale rates for the immediately ensuing

year. Instead, the SFPUC may prorate a positive ending balance over a period of up to three successive years in order to avoid fluctuating decreases and increases in wholesale rates.

a. If a positive balance is maintained for three successive years and represents 10 percent or more of the Wholesale Revenue Requirement for the most recent fiscal year, the SFPUC shall consult with BAWSCA as to the Wholesale Customers' preferred application of the balance. The Wholesale Customers shall, through BAWSCA, direct that the positive balance be applied to one or more of the following purposes: (a) transfer to the Wholesale Revenue Coverage Reserve, (b) amortization of any remaining negative balance from the ending balancing account under the 1984 Agreement, (c) prepayment of the existing asset balance under Section 5.03, (d) water conservation or water supply projects administered by or through BAWSCA, (e) immediate reduction of wholesale rates, or (f) continued retention for future rate stabilization purposes. In the absence of a direction from BAWSCA, the SFPUC shall continue to retain the balance for rate stabilization in subsequent years.

b. If the amount in the balancing account is owed to the SFPUC (a negative balance), the SFPUC shall not be obligated to apply all or any part of the negative balance in establishing wholesale rates for the immediately ensuring year. Instead, the SFPUC may prorate the negative balance in whole or in part over multiple years in order to avoid fluctuating increases and decreases in wholesale rates.

6.06. Wholesale Revenue Coverage Reserve

A. The SFPUC may include in wholesale rates for any fiscal year an additional dollar amount ("Wholesale Revenue Coverage"), which for any fiscal year shall equal the following:

1. The lesser of (i) 25% of the Wholesale Customers' share of Net Annual Debt Service for that fiscal year determined as described in Section 5.04.A, or (ii) the amount necessary to meet the Wholesale Customers' proportionate share of Debt Service coverage required by then-current Indebtedness for that fiscal year, minus

2. A credit for (i) the actual amounts previously deposited in the "Wholesale Revenue Coverage Reserve" (as defined in subsection B below), (ii) accrued interest on the amounts on deposit in the Wholesale Revenue Coverage Reserve, and (iii) an amount equal to any additional interest that would have accrued on the actual amounts previously deposited in the Wholesale Revenue Coverage Reserve assuming no withdrawals had been made therefrom.

B. During each fiscal year, the SFPUC will set aside and deposit that portion of revenue equal to Wholesale Revenue Coverage into a separate account that the SFPUC will establish and maintain, to be known as the "Wholesale Revenue Coverage Reserve." Deposits into the Wholesale Revenue Coverage Reserve shall be made no less frequently than monthly. The Wholesale Revenue Coverage Reserve shall be credited with interest at the rate specified in Section 6.05.B. The SFPUC may use amounts in the Wholesale Revenue Coverage Reserve for any lawful purpose. Any balance in the Wholesale Revenue Coverage Reserve in excess of the Wholesale Revenue Coverage amount as of the end of any fiscal year (as calculated in subsection 6.06(A) above) shall be applied as a credit against wholesale rates in the immediately following fiscal year unless otherwise directed by BAWSCA.

C. Within 180 days following the later of expiration of the Term or final payment of Debt Service due on Indebtedness issued during the Term to which Wholesale Customers were contributing, SFPUC shall rebate to the Wholesale Customers an amount equal to the Wholesale Revenue Coverage amount in effect for the fiscal year during which the Term expires or the final payment of Debt Service on Indebtedness is made based on each Wholesale Customer's Proportional Annual Use in the fiscal year during which the Term expires or the final payment of debt service on Indebtedness is made.

D. SFPUC shall provide a schedule of debt issuance (with assumptions), and the Wholesale Customers' share of Net Annual Debt Service (actual and projected) expected to be included in wholesale rates starting in 2009-10 through the expected completion of the WSIP. The schedule is to be updated annually prior to rate setting. If estimated Debt Service is used in rate setting, the SFPUC must be able to demonstrate that the Water Enterprise revenues will be sufficient to meet the additional bonds test for the proposed bonds and rate covenants for the upcoming year.

E. Conditions in the municipal bond market may change from those prevailing in 2009. If, prior to expiration of the Term, the SFPUC determines that it would be in the best financial interest of both Retail Customers and Wholesale Customers of the Regional Water System for the Debt Service coverage requirement to be increased in one or more series of proposed new Indebtedness above 1.25%, or for the coverage covenant to be strengthened in other ways, it will provide a written report to BAWSCA. The report will contain (1) a description of proposed covenant(s) in the bond indenture; (2) an explanation of how savings are expected to be achieved (e.g., increase in the SFPUC's credit rating over the then-current level; ability to

obtain credit enhancement, etc.); (3) the estimated all-in true interest cost savings; (4) a comparison of the Wholesale Revenue Requirements using the Debt Service coverage limitation in subsection A and under the proposed methodology; and (5) a comparison of the respective monetary benefits expected to be received by both Retail and Wholesale Customers. The SFPUC and BAWSCA agree to meet and confer in good faith about the proposed changes.

F. Any increase in Debt Service coverage proposed by the SFPUC shall be commensurate with Proportional Water Use by Retail and Wholesale Customers. If the SFPUC demonstrates that an increase in Debt Service coverage will result in equivalent percentage reductions in total Wholesale and Retail Debt Service payments over the life of the proposed new Indebtedness, based on Proportional Water Use, BAWSCA may agree to a modification of the Wholesale Revenue Coverage requirement in subsection A. If BAWSCA does not agree to a proposed modification in coverage requirements in the covenants for new Indebtedness, SFPUC may nevertheless proceed with the modification and the issuance of new Indebtedness. Any Wholesale Customer, or BAWSCA, may challenge an increase in the Wholesale Revenue Requirement resulting from the modification in Debt Service coverage through arbitration as provided in Section 8.01.A. If the arbitrator finds that the increase in Debt Service coverage (1) did not and will not result in equivalent percentage reductions in total Wholesale and Retail Debt Service payments over the life of the proposed new Indebtedness, based on Proportional Water Use, or (2) was not commensurate with Proportional Water Use, the arbitrator may order the Wholesale Revenue Requirement to be recalculated both retrospectively and prospectively to eliminate the differential impact to Wholesale or Retail Customers, subject to the limitation in Section 8.01.C.

6.07. Working Capital Requirement

A. The SFPUC maintains working capital in the form of unappropriated reserves for the purpose of bridging the gap between when the SFPUC incurs operating expenses required to provide service and when it receives revenues from its Retail and Wholesale Customers. The Wholesale Customers shall fund their share of working capital as part of the annual Wholesale Revenue Requirement calculation. The amount of wholesale working capital for which the Wholesale Customers will be responsible will be determined using the 60-day standard formula approach.

B. Applying this approach, annual wholesale working capital equals one-sixth of the wholesale allocation of operation and maintenance, administrative and general, and property tax

expenses for the Water and Hetch Hetchy Enterprises. Wholesale working capital shall be calculated separately for the Water and Hetch Hetchy Enterprises.

C. Each month, the sum of the Water Enterprise and Hetch Hetchy Enterprise working capital components will be compared with the ending balance in the Wholesale Revenue Coverage Reserve to determine if the Wholesale Customers provided the minimum required working capital. If the Wholesale Revenue Coverage Reserve is greater than the total Water Enterprise and Hetch Hetchy Enterprise working capital requirement, the Wholesale Customers will have provided their share of working capital. If the Wholesale Revenue Coverage Reserve is less than the total Water Enterprise and Hetch Hetchy Enterprise working capital requirement, the Wholesale Customers will be charged interest on the difference, which will be included in the adjustment to the Balancing Account under Section 6.05.B for the subsequent fiscal year.

6.08. Wholesale Capital Fund

A. The SFPUC currently funds revenue-funded capital projects through annual budget appropriations that are included in rates established for that fiscal year and transferred to a capital project fund from which expenditures are made. Consistent with the San Francisco Charter and Administrative Code, the SFPUC appropriates funds in advance of construction in order to maintain a positive balance in the capital project fund. The capital project fund also accrues interest and any unspent appropriations in excess of total project costs. It is the SFPUC's practice to regularly monitor the capital project fund balance to determine whether a surplus has accumulated, which can be credited against the next fiscal year's capital project appropriation.

B. The SFPUC shall establish a comparable Wholesale Revenue-Funded Capital Fund (Wholesale Capital Fund) to enable the Wholesale Customers to fund the wholesale share of revenue-funded New Regional Assets. The Wholesale Capital Fund balance is zero as of July 1, 2009. The SFPUC may include in wholesale rates for any fiscal year an amount equal to the wholesale share of the SFPUC's appropriation for revenue funded New Regional Assets for that year, which sum will be credited to the Wholesale Capital Fund. The wholesale share of other sources of funding, where legally permitted and appropriately accounted for under GAAP, will also be credited to the Wholesale Capital Fund, together with interest earnings on the Wholesale Capital Fund balance.

C. The SFPUC will expend revenues appropriated and transferred to the Wholesale Capital Fund only on New Regional Assets. The annual capital appropriation included in each fiscal year's budget will be provided to BAWSCA in accordance with Section 6.02 and will take into account the current and projected balance in the Wholesale Capital Fund, as well as current and projected unexpended and unencumbered surplus, as shown on attachment M-1, which will be prepared by the SFPUC each year.

D. Commencing on November 30, 2010 and thereafter in each fiscal year during the Term, the SFPUC will also provide an annual report to BAWSCA on the status of individual revenue-funded New Regional Assets, substantially in the form of Attachment M-2.

E. In order to prevent the accumulation of an excessive unexpended and unencumbered balance in the Wholesale Capital Fund, the status of the fund balance will be reviewed through the annual Compliance Audit, commencing in FY 2018-19. The FY 2018-19 Compliance Audit and the Wholesale Customer/BAWSCA review under Section 7.06 shall include Wholesale Capital Fund appropriations, expenditures and interest earnings for FY 2014-15 through 2017-18 for the purpose of determining whether a Balancing Account transfer is required. If the June 30 unencumbered balance of the Wholesale Capital Fund exceeds the lesser of the following: (i) the Target Balance; (ii) the unencumbered remaining cumulative appropriations, the amount of such excess shall be transferred to the credit of the Wholesale Customers to the Balancing Account described in Section 6.05.

In order to avoid funding delays for New Regional Asset capital projects resulting from prior year transfers of excess Wholesale Capital fund balances to the Wholesale Customers, if the June 30 unencumbered balance of the Wholesale Capital Fund is below the lesser of the following: (i) the Target Balance; (ii) the unencumbered remaining cumulative appropriation, such deficiency shall be posted to the Balancing Account described in Section 6.05 as a charge to the Wholesale Customers. Notwithstanding the foregoing, no such charge to the Wholesale Customers shall exceed \$4 million annually.

Amended Attachment M-3 illustrates the process for determining the Wholesale Capital Fund balance as of June 30, 2019.

F. Three years prior to the end of the Term, the SFPUC and BAWSCA will discuss the disposition of the Wholesale Capital Fund balance at the end of the Term. Absent

agreement, any balance remaining in the Wholesale Capital Fund at the end of the Term shall be transferred to the Balancing Account, to the credit of the Wholesale Customers.

6.09. SFPUC Adoption of Regional Water System 10-Year Capital Improvement Program

A. **Established Level of Service Goals and Objectives.** In approving the WSIP, the Commission adopted Level of Service Goals and Objectives that are, in part, used to develop capital programs related to water, including the 10-Year Capital Improvement Program for the Regional Water System (“10-Year CIP”). BAWSCA and the Wholesale Customers shall have the opportunity to review and provide written or oral comments on any changes to the Level of Service Goals and Objectives that may be submitted to the Commission for approval.

B. **Submittal of an Asset Management Policy.** Prior to December 31, 2020, the SFPUC shall develop and submit to the Commission for approval an Asset Management Policy applicable to the Regional Water System.

C. **Coordination of 10-Year CIP and SFPUC Budget Meetings.** The Commission annually reviews, updates, and adopts a 10-Year CIP pursuant to Section 8B.123 of the San Francisco Charter. At two-year intervals, the Commission holds two budget meetings concerning the 10-Year CIP. Over the course of the two budget meetings, the SFPUC reviews its budget priorities, potential changes to projects in the previously adopted 10-Year CIP, and the potential financial implications of such changes. In the event that Charter amendments are placed on the ballot that could alter or amend the City’s budget preparation and adoption efforts, BAWSCA shall be notified in advance of any proposed change that could result in a less robust CIP development effort, and BAWSCA and the SFPUC shall meet to consider BAWSCA’s comments on maintaining a robust CIP development effort.

D. **Mid-cycle Changes to the 10-Year CIP.** The SFPUC shall include within the Water Enterprise Capital Improvement Program Quarterly Projects Reports that it provides to the Commission (“CIP Quarterly Projects Reports”) discussion of any material changes proposed to projects that are included in the most recently adopted 10-Year CIP. The SFPUC defines a material change as a change that applies to a CIP project whose approved CIP budget is equal to or greater than \$5,000,000 that results in one or more of the following:

1. Increases the cost of the CIP project by more than 10%.
2. Increases the schedule of the CIP project by extending said schedule by 12 calendar months or greater.

3. Affects the SFPUC's ability to meet the Level of Service Goals and Objectives.

The SFPUC shall also include within the CIP Quarterly Projects Reports discussion of any new capital project that is not included in the most recently adopted 10-Year CIP if the SFPUC has 1) begun spending on the project and 2) anticipates that it will require total funding in excess of \$5,000,000. For such projects, the parties recognize that the work may be of an urgent nature and that details of those projects may be developing quickly to address a critical need. The SFPUC commits that, for these projects, an expanded discussion will be provided in quarterly reports generated 6 months following the creation of the project in the City's finance and accounting system. At a minimum, the discussion will include: 1) a detailed scope of work, 2) schedule, 3) cost breakdown, and 4) proposed source of funding. This level of detail shall continue to be included in subsequent quarterly reports through either the completion of the work or until the work is included as part of an adopted 10-Year CIP.

E. **BAWSCA and Wholesale Customer Notice and Review.** Beginning in 2020, at least 30 days before the first budget meeting, the SFPUC shall provide BAWSCA and the Wholesale Customers with written notice of the dates of the two budget meetings. At least 30 days before the first budget meeting, the SFPUC shall also provide BAWSCA and the Wholesale Customers with a draft of the 10-Year CIP and meet with those same parties to review potential candidate projects that it is considering for inclusion in the 10-Year CIP. Final materials for the first budget meeting will be made available to BAWSCA and the Wholesale Customers no less than 14 days prior to that budget meeting. Final materials for the second budget meeting will be made available to BAWSCA and the Wholesale Customers on the same date that they are made available to the Commission. Prior to the Commission's adoption of the 10-Year CIP at the second budget meeting, San Francisco shall respond, in writing, to all written comments by BAWSCA and the Wholesale Customers on the 10-Year CIP that were submitted prior to the date of the first budget meeting.

F. **Contents of Draft 10-Year CIP – Projects in Years One and Two of 10-Year Schedule.** The SFPUC's CIP projects generally fall into three categories: defined projects, placeholder concepts that could become projects, and programmatic spending for expenses likely to be made but for which there is no schedule. Projects in the near-term years of the 10-Year CIP have more definition than those in the outer years, and as a result more detailed information is available for them. For each project listed that has significant expected

expenditures identified in the first two years of the 10-Year CIP, the draft 10-Year CIP made available to BAWSCA and the Wholesale Customers shall include the following elements:

1. Project name.
2. Project description and justification.
3. Description of the project's relationship to the Level of Service Goals and Objectives.
4. Project asset classification for cost-allocation purposes, pursuant to Attachment R for Hetch Hetchy Enterprise assets, or as Regional or Retail for Water Enterprise assets.
5. Project schedule where applicable, broken down by phase, through to completion.
6. Total project budget estimate including a proposed inflation rate.

G. **Contents of Draft 10-Year CIP – Projects Listed After First Two Years of 10-Year Schedule.** For each project that is listed in years three through ten of the 10-Year CIP, the draft 10-Year CIP made available to BAWSCA and the Wholesale Customers shall include the following elements:

1. Project name.
2. Project description and justification.
3. Description of the project's relationship to the Level of Service Goals and Objectives.
4. Project asset classification for cost-allocation purposes, pursuant to Attachment R for Hetch Hetchy Enterprise assets, or as Regional or Retail for Water Enterprise assets.
5. Project schedule information that forms the basis for project planning if available.
6. Total project budget estimate.

H. **Additional Contents of Draft 10-Year CIP.** The draft 10-Year CIP made available to BAWSCA and the Wholesale Customers shall also include the following:

1. A discussion of any changes to projects in the previously adopted 10-Year CIP, the reasons for such changes, any impact of the proposed changes on the SFPUC's ability to achieve the Level of Service Goals

and Objectives, and the SFPUC's proposal for meeting the specific Level of Service Goals and Objectives in question.

2. A discussion of factors that have influenced the 10-Year CIP budget or identified projects, or have the potential to influence the overall budget or the number, cost and scale of identified projects, such as rate increase considerations, local rate setting policies, etc.
3. A discussion of how the CIP will be staffed.
4. A cash flow estimate for each project included as part of the first five years of the 10-Year CIP that considers historical spending and changes in the amount of work to be done.
5. Project spreadsheets that separate new projects from existing projects.
6. A summary roll-up for Regional costs, including all programmatic costs budgeted in the 10-Year CIP.

I. Quarterly Reporting and Meetings.

1. CIP Quarterly Projects Reports. The SFPUC shall include within the CIP Quarterly Projects Reports a detailed status update of each Regional project in the 10-Year CIP that has an estimated cost greater than \$5 million and a summary of the work completed to date for such projects. The CIP Quarterly Projects Reports shall focus on the first two years' projects in the 10-Year CIP, but shall also demonstrate a connection to the 10-Year CIP asset classification and the Level of Service Goals and Objectives. The CIP Quarterly Projects Reports shall identify any Regional project in the 10-Year CIP with an estimated cost greater than \$5 million that is behind schedule, and, for each project so identified, shall describe the SFPUC's plan and timeline for either making up the delay or adopting a revised project schedule. In each fourth quarter of the fiscal year CIP Quarterly Projects Report, the SFPUC will also address the status of Regional projects in the 10-Year CIP that have an estimated cost of less than \$5 million, noting any such projects that are behind schedule and describing the SFPUC's plan and timeline for either making up the delay or adopting a revised project schedule.

2. Quarterly Meetings. If requested by BAWSCA, the SFPUC shall hold quarterly meetings with BAWSCA to review each CIP Quarterly Projects Report, during which the SFPUC shall present information and detail about the individual projects and overall implementation of the 10-Year CIP, as well as the need for re-prioritization and/or the proposal

of new candidate projects for consideration as part of the next update of the 10-Year CIP. As part of the meeting held in each fourth quarter of the fiscal year, the SFPUC shall provide additional information and detail regarding the CIP development schedule and associated coordination proposed with BAWSCA.

Article 7. Accounting Procedures; Compliance Audit

7.01. SFPUC Accounting Principles, Practices

A. **Accounting Principles.** San Francisco will maintain the accounts of the SFPUC and the Water and Hetch Hetchy Enterprises in conformity with Generally Accepted Accounting Principles. San Francisco will apply all applicable pronouncements of the Governmental Accounting Standards Board (GASB) as well as statements and interpretations of the Financial Accounting Standards Board and Accounting Principles Board opinions issued on or before March 30, 1989, unless those pronouncements or opinions conflict with GASB pronouncements.

B. **General Rule.** San Francisco will maintain the accounting records of the SFPUC and the Water and Hetch Hetchy Enterprises in a format and level of detail sufficient to allow it to determine the annual Wholesale Revenue Requirement in compliance with this Agreement and to allow its determination of the Wholesale Revenue Requirement to be audited as provided in Section 7.04.

C. **Water Enterprise.** San Francisco will maintain an account structure which allows utility plant and operating and maintenance expenses to be segregated by location (inside San Francisco and outside San Francisco) and by function (Direct Retail, Regional and Direct Wholesale).

D. **Hetch Hetchy Enterprise.** San Francisco will maintain an account structure which allows utility plant and operating and maintenance expenses to be segregated into Water Only, Power Only and Joint categories.

E. **SFPUC.** San Francisco will maintain an account structure which allows any expenses of SFPUC bureaus that benefit only the Wastewater Enterprise, the Power-Only operations of the Hetch Hetchy Enterprise or Retail Customers to be excluded from the Wholesale Revenue Requirement.

F. **Utility Plant Ledgers.** San Francisco will maintain subsidiary plant ledgers for the Water and Hetch Hetchy Enterprises that contain unique identifying numbers for all assets included in the rate base and identify the original cost, annual depreciation, accumulated depreciation, date placed in service, useful life, salvage value if any, source of funding (e.g., bond series, revenues, grants), and classification for purposes of this Agreement.

G. **Debt.** San Francisco will maintain documentation identifying:

1. The portion of total bonded debt outstanding related to each series of each bond issue.
2. The portion of total interest expense related to each series of each bond issue.
3. The use of proceeds of each bond issue (including proceeds of commercial paper and/or other interim financial instruments redeemed or expected to be redeemed from bonds and earnings on the proceeds of financings) in sufficient detail to determine, for each bond issue, the proceeds and earnings of each (including proceeds and earnings of interim financing vehicles redeemed by a bond issue) and the total amounts expended on Direct Retail improvements and the total amounts expended on Regional improvements.

H. **Changes in Accounting.** Subject to subsections A thru G, San Francisco may change the chart of accounts and accounting practices of the SFPUC and the Water and Hetch Hetchy Enterprises. However, the allocation of any expense to the Wholesale Customers that is specified in the Agreement may not be changed merely because of a change in (1) the accounting system or chart of accounts used by SFPUC, (2) the account to which an expense is posted or (3) a change in the organizational structure of the SFPUC or the Water or Hetch Hetchy Enterprises.

I. **Audit.** San Francisco will arrange for an audit of the financial statements of Water and Hetch Hetchy Enterprises to be conducted each year by an independent certified public accountant, appointed by the Controller, in accordance with Generally Accepted Auditing Standards.

7.02. Calculation of and Report on Wholesale Revenue Requirement

A. Within five months after the close of each fiscal year, San Francisco will prepare a report showing its calculation of the Wholesale Revenue Requirement for the preceding fiscal year and the change in the balancing account as of the end of that fiscal year. The first such report will be prepared by November 30, 2010 and will cover fiscal year 2009-10 and the balancing account as of June 30, 2010.

B. The report will consist of the following items:

1. Statement of changes in the balancing account for the fiscal year being reported on, and for the immediately preceding fiscal year, substantially in the form of Attachment O.
2. Detailed supporting schedules 8.1 through 8.2 substantially in the form of Attachment N-2.
3. Description and explanation of any changes in San Francisco's accounting practices from those previously in effect.
4. Explanation of any line item of expense (shown on Attachment N-2, schedules 1 and 4) for which the amount allocated to the Wholesale Customers increased by (a) ten percent or more from the preceding fiscal year, or (b) more than \$1,000,000.
5. Representation letter signed by the SFPUC General Manager and by other SFPUC financial staff shown on Attachment P, as the General Manager may direct, subject to change in position titles at the discretion of the SFPUC.

C. The report will be delivered to the BAWSCA General Manager by the date identified in Subsection A.

Once the report has been delivered to BAWSCA, San Francisco will, upon request:

1. Provide BAWSCA with access to, and copies of, all worksheets and supporting documents used or prepared by San Francisco during its calculation of the Wholesale Revenue Requirement;
2. Make available to BAWSCA all supporting documentation and calculations used by San Francisco in preparing the report; and
3. Promptly provide answers to questions from BAWSCA staff about the report.

7.03. Appointment of Compliance Auditor

A. **Purpose.** The purpose of this section is to provide for an annual Compliance Audit by an independent certified public accountant of the procedures followed and the underlying data used by San Francisco in calculating the Wholesale Revenue Requirement for the preceding fiscal year. The annual Compliance Audit shall also determine whether the Wholesale Revenue Requirement has been calculated in accordance with the terms of the Agreement and whether amounts paid by the Wholesale Customers in excess of or less than

the Wholesale Revenue Requirement have been posted to the balancing account, together with interest as provided in Section 6.05.

B. **Method of Appointment.** The Controller shall select an independent certified public accountant ("Compliance Auditor") to conduct the Compliance Audit described below. The Compliance Auditor may be the same certified public accountant engaged by the Controller to audit the financial statements of the Water and Hetch Hetchy Enterprises. Subject to approval by the Controller and the General Manager of the SFPUC, the Compliance Auditor shall have the authority to engage such consultants as it deems necessary or appropriate to assist in the audit. The terms of this Article shall be incorporated into the contract between San Francisco and the Compliance Auditor, and the Wholesale Customers shall be deemed to be third-party beneficiaries of said contract.

7.04. Conduct of Compliance Audit

A. **Standards.** The Compliance Auditor shall perform the Compliance Audit in accordance with Generally Accepted Auditing Standards. In particular, its review shall be governed by the standards contained in Section AU 623 (Reports on Specified Elements, Accounts or Items of a Financial Statement) of the AICPA, Professional Standards, as amended from time to time.

B. **Preliminary Meeting; Periodic Status Reports; Access to Data.** Prior to commencing the audit, the Compliance Auditor shall meet with San Francisco and BAWSCA to discuss the audit plan, the procedures to be employed and the schedule to be followed. During the course of the audit, the Compliance Auditor shall keep San Francisco and BAWSCA informed of any unforeseen problems or circumstances which could cause a delay in the audit or any material expansion of the audit's scope. The Compliance Auditor shall be given full access to all records of the SFPUC and the Water and Hetch Hetchy Enterprises that the Auditor deems necessary for the audit.

C. **Audit Procedures.** The Compliance Auditor shall review San Francisco's calculation of the Wholesale Revenue Requirement and the underlying data in order to carry out the purpose of the audit described in Section 7.03.A and to issue the report described in Section 7.05. At a minimum, the Compliance Auditor shall address the following:

1. **Water Enterprise Operating and Maintenance Expenses.** The Compliance Auditor shall review Water Enterprise cost ledgers to determine whether the

recorded operating and maintenance expenses fairly reflect the costs incurred, were recorded on a basis consistent with applicable Generally Accepted Accounting Principles, and were allocated to the Wholesale Customers as provided in this Agreement.

2. Water Enterprise Administrative and General Expenses. The Compliance Auditor shall review Water Enterprise cost ledgers and other appropriate financial records, including those of the SFPUC, to determine whether the recorded administrative and general expenses fairly reflect the costs incurred by or allocated to the Water Enterprise, whether they were recorded on a basis consistent with applicable Generally Accepted Accounting Principles, whether SFPUC charges were allocated to the Water Enterprise in accordance with this Agreement, and whether the amount of administrative and general expenses allocated to the Wholesale Customers was determined as provided by this Agreement.

3. Property Taxes. The Compliance Auditor shall review Water Enterprise cost ledgers to determine whether the amount of property taxes shown on the report fairly reflects the property tax expense incurred by San Francisco for Water Enterprise property outside of San Francisco and whether there has been deducted from the amount to be allocated (1) all taxes actually reimbursed to San Francisco by tenants of Water Enterprise property under leases that require such reimbursement and (2) any refunds received from the taxing authority. The Compliance Auditor also shall determine whether the amount of property taxes allocated to the Wholesale Customers was determined as provided in this Agreement.

4. Debt Service. The Compliance Auditor shall review SFPUC records to determine whether debt service, and associated coverage requirements, were allocated to the Wholesale Customers as provided in this Agreement.

5. Amortization of Existing Assets in Service as of June 30, 2009. The Compliance Auditor shall review both Water and Hetch Hetchy Enterprise records to determine whether the payoff amount for Existing Assets allocated to the Wholesale Customers as shown on Attachment K-1 through K-4 was calculated as provided in Section 5.03 of this Agreement.

6. Revenue-Funded Capital Appropriations/Expenditures. The Compliance Auditor shall review San Francisco's calculation of actual expenditures on the wholesale share of revenue-funded New Regional Assets and remaining unexpended and unencumbered project balances in the "Wholesale Capital Fund" described in Section 6.08, to determine whether the procedures contained in that section were followed.

7. Hetch Hetchy Expenses. The Compliance Auditor shall determine whether Hetch Hetchy Enterprise expenses were allocated to the Wholesale Customers as provided in this Agreement.

D. Use of and Reliance on Audited Financial Statements and Water Use Data

1. In performing the audit, the Compliance Auditor shall incorporate any adjustments to the cost ledgers recommended by the independent certified public accountant, referred to in Section 7.01.I, which audited the financial statements of the Water and Hetch Hetchy Enterprises. The Compliance Auditor may rely upon the work performed by that independent certified public accountant if the Compliance Auditor reviews the work and is willing to take responsibility for it as part of the compliance audit.

2. In performing the Compliance Audit and issuing its report, the Compliance Auditor may rely on water use data furnished by the Water Enterprise, regardless of whether the Wholesale Customers contest the accuracy of such data. The Compliance Auditor shall have no obligation to independently verify the accuracy of the water use data provided by San Francisco; however, the Compliance Auditor shall disclose in its report any information which came to its attention suggesting that the water use data provided by San Francisco are inaccurate in any significant respect.

E. Exit Conference. Upon completion of the audit, the Compliance Auditor shall meet with San Francisco and BAWSCA to discuss audit findings, including (1) any material weakness in internal controls and (2) adjustments proposed by the Compliance Auditor and San Francisco's response (i.e., booked or waived).

7.05. Issuance of Compliance Auditor's Report

A. San Francisco will require the Compliance Auditor to issue its report no later than nine months after the fiscal year under audit (i.e., March 31 of the following calendar year). The Compliance Auditor's report shall be addressed and delivered to San Francisco and BAWSCA. The report shall contain:

1. A statement that the Auditor has audited the report on the calculation of the Wholesale Revenue Requirement and changes in the balancing account, and supporting documents, prepared by San Francisco as required by Section 7.02.

2. A statement that the audit was conducted in accordance with auditing standards generally accepted in the United States of America, and that the audit provides a reasonable basis for its opinion.

3. A statement that in the Compliance Auditor's opinion the Wholesale Revenue Requirement was calculated by San Francisco in accordance with this Agreement and that the change in the balancing account shown in San Francisco's report was calculated as required by this Agreement and presents fairly, in all material respects, changes in and the balance due to (or from) the Wholesale Customers as of the end of the fiscal year under audit.

7.06. Wholesale Customer Review

A. One or more Wholesale Customers, or BAWSCA, may engage an independent certified public accountant (CPA) to conduct a review (at its or their expense) of San Francisco's calculation of the annual Wholesale Revenue Requirement and a review of changes in the balancing account.

B. If a Wholesale Customer or BAWSCA wishes such a review to be conducted it will provide written notice to SFPUC within 30 days of the date the Compliance Auditor's report is issued. The notice will identify the CPA or accounting/auditing firm that will conduct the review and the specific aspects of the Compliance Auditor's report that are the subject of the review. If more than one notice of review is received by the SFPUC, the requesting Wholesale Customers shall combine and coordinate their reviews and select a lead auditor to act on their behalf for the purposes of requesting documents and conducting on-site investigations.

C. San Francisco will cooperate with the CPA appointed by a Wholesale Customer or BAWSCA. This cooperation includes making requested records promptly available, making knowledgeable SFPUC personnel available to timely and truthfully answer the CPA's questions and directing the Compliance Auditor to cooperate with the CPA.

D. The Wholesale Customer's review shall be completed within 60 days after the date the Compliance Auditor's report is issued. At the conclusion of the review, representatives of San Francisco and BAWSCA shall meet to discuss any differences between them concerning San Francisco's compliance with Articles 5 or 6 of this Agreement during the preceding fiscal year or San Francisco's calculation of the Wholesale Revenue Requirement for the preceding fiscal year. If such differences cannot be resolved, the dispute shall be submitted to arbitration in accordance with Section 8.01.

Article 8. Other Agreements of the Parties

8.01. Arbitration and Judicial Review

A. **General Principles re Scope of Arbitration.** All questions or disputes arising under the following subject areas shall be subject to mandatory, binding arbitration and shall not be subject to judicial determination:

1. the determination of the Wholesale Revenue Requirement, which shall include both the calculations used in the determination and the variables used in those calculations;
2. the SFPUC's adherence to accounting practices and conduct of the Compliance Audit; and
3. the SFPUC's classification of new or omitted assets for purposes of determining the Wholesale Revenue Requirement.

All other questions or disputes arising under this Agreement shall be subject to judicial determination. Disputes about the scope of arbitrability shall be resolved by the courts.

B. **Demand for Arbitration.** If any arbitrable question or dispute should arise, any Wholesale Customer or the SFPUC may commence arbitration proceedings hereunder by service of a written Demand for Arbitration. Demands for arbitration shall set forth all of the issues to be arbitrated, the general contentions relating to those issues, and the relief sought by the party serving the Demand. Within 45 days after service of a Demand upon it, any Wholesale Customer or the SFPUC may serve a Notice of Election to become a party to the arbitration and a Response to the issues set forth in the Demand. The Response shall include the party's general contentions and defenses with respect to the claims made in the Demand, and may include any otherwise arbitrable claims, contentions and demands that concern the fiscal year covered by the Demand. If a timely Notice of Election and Response is not filed by any such entity, it shall not be a party to the arbitration but shall nonetheless be bound by the award of the arbitrator. If no party to this Agreement serves a timely Notice of Election and Response, the party seeking arbitration shall be entitled to the relief sought in its Demand for Arbitration without the necessity of further proceedings. Any claims not made in a Demand or Response shall be deemed waived.

If a Demand or Notice of Election is made by the SFPUC, it shall be served by personal delivery or certified mail to each Wholesale Customer at the address of such customer as set forth in the billing records of the SFPUC. If a Demand or Notice of Election is made by a Wholesale Customer, service shall be by certified mail or personal delivery to the General Manager, SFPUC, 525 Golden Gate Avenue, 13th Floor, San Francisco, California 94102, and to each of the other Wholesale Customers. If arbitration is commenced, the Wholesale Customers shall use their best efforts to formulate a single, joint position with respect thereto. In any event, with respect to the appointment of arbitrators, as hereinafter provided, all Wholesale Customers that take the same position as to the issues to be arbitrated shall jointly and collectively be deemed to be a single party.

C. **Limitations Period.** All Demands For Arbitration shall be served within twelve months of receipt by BAWSCA of the Wholesale Revenue Requirement Compliance Auditor's Report for that year. If a party fails to file a Demand within the time period specified in this subsection, that party waives all present and future claims with respect to the fiscal year in question. If no such Demand is served within the twelve month period specified above, the SFPUC's determination of the Wholesale Revenue Requirement for that year shall be final and conclusive. Whether any particular claim is barred by the twelve month limitations period provided for herein shall be for the arbitrator to determine. Prior to the expiration of the twelve month limitations period, the parties to the dispute may agree by written stipulation to extend the period by up to six additional months.

The Arbitrator may order the alteration or recalculation of underlying Water Enterprise and/or Hetch Hetchy Enterprise accounts or asset classifications. Such changes shall be used to calculate the Wholesale Revenue Requirement for the fiscal year in dispute and shall also be used to determine future Wholesale Revenue Requirements, if otherwise applicable, even though the existing entries in such accounts or the asset classifications, in whole or in part, predate the twelve month period described above, so long as a timely arbitration Demand has been filed in accordance with this subsection.

D. **Number and Appointment of Arbitrators.** All arbitration proceedings under this section shall be conducted by a single arbitrator, selected by the SFPUC and a designated representative of the Wholesale Customers or each group of Wholesale Customers that take the same position with respect to the arbitration, within 75 days after service of the Demand. If the parties to the arbitration cannot agree on an arbitrator within 75 days, any party may petition

the Marin County Superior Court for the appointment of an arbitrator pursuant to Code of Civil Procedure Section 1281.6 (or any successor provision).

E. **Guidelines for Qualifications of Arbitrators.** The Wholesale Customers and the SFPUC acknowledge that the qualifications of the arbitrator will vary with the nature of the matter arbitrated, but, in general, agree that such qualifications may include service as a judge or expertise in one or more of the following fields: public utility law, water utility rate setting, water system and hydraulic engineering, utility accounting methods and practices, and water system operation and management. The parties to the arbitration shall use their best efforts to agree in advance upon the qualifications of any arbitrator to be appointed by the Superior Court.

F. **Powers of Arbitrator; Conduct of Proceedings**

1. Except as provided in this section, arbitrations under this section shall be conducted under and be governed by the provisions of California Code of Civil Procedure Sections 1282.2 through 1284.2 (hereinafter, collectively, “Code sections”), and arbitrators appointed hereunder shall have the powers and duties specified by the Code sections.

2. Within the meaning of the Code sections, the term “neutral arbitrator” shall mean the single arbitrator selected by the parties to the arbitration.

3. Unless waived in writing by the parties to the arbitration, the notice of hearing served by the arbitrator shall not be less than 90 days.

4. The lists of witnesses (including expert witnesses), and the lists of documents (including the reports of expert witnesses) referred to in Code of Civil Procedure Section 1282.2 shall be mutually exchanged, without necessity of demand therefore, no later than 60 days prior to the date of the hearing, unless otherwise agreed in writing by the parties to the arbitration. Upon application of any party, or on his or her own motion, the arbitrator may schedule one or more prehearing conferences for the purposes of narrowing and/or expediting resolution of the issues in dispute. Strict conformity to the rules of evidence is not required, except that the arbitrator shall apply applicable law relating to privileges and work product. The arbitrator shall consider evidence that he or she finds relevant and material to the dispute, giving the evidence such weight as is appropriate. The arbitrator may limit testimony to exclude evidence that would be immaterial or unduly repetitive, provided that all parties are afforded the opportunity to present material and relevant evidence.

5. Within thirty days after the close of the arbitration hearing, or such other time as the arbitrator shall determine, the parties will submit proposed findings and a proposed remedy to the arbitrator. The parties may file objections to their adversary's proposed findings and remedy within a time limit to be specified by the arbitrator. The arbitrator shall not base his or her award on information not obtained at the hearing.

6. The arbitrator shall render a written award no later than twelve months after the arbitrator is appointed, either by the parties or by the court, provided that such time may be waived or extended as provided in Code of Civil Procedure Section 1283.8.

7. The provisions for discovery set forth in Code of Civil Procedure Section 1283.05 are incorporated into and made part of this Agreement, except that: (a) leave of the arbitrator need not be obtained for the taking of depositions, including the depositions of expert witnesses; (b) the provisions of Code of Civil Procedure Section 2034.010 et seq., relating to discovery of expert witnesses, shall automatically be applicable to arbitration proceedings arising under this Agreement without the necessity for a formal demand pursuant to Section 2034.210 and the date for the exchange of expert discovery provided by Sections 2034.260 and 2034.270 shall be not later than 60 days prior to the date for the hearing; and (c) all reports, documents, and other materials prepared or reviewed by any expert designated to testify at the arbitration shall be discoverable. In appropriate circumstances, the arbitrator may order any party to this Agreement that is not a party to the arbitration to comply with any discovery request.

8. For the purposes of allocation of expenses and fees, as provided in Code of Civil Procedure Section 1284.2, if any two or more Wholesale Customers join together in a single, joint position in the arbitration, those Wholesale Customers shall be deemed to be a single party. If any Wholesale Customer or customers join together with the SFPUC in a single joint position in the arbitration, those Wholesale Customers and the SFPUC together shall be deemed to be a single party.

9. Subject to any other limitations imposed by the Agreement, the arbitrator shall have power to issue orders mandating compliance with the terms of the Agreement or enjoining violations of the Agreement. With respect to any arbitration brought to redress a claimed wholesale overpayment to the SFPUC, the arbitrator's power to award monetary relief shall be limited to entering an order requiring that an adjustment be made in the amount posted to the balancing account for the fiscal year covered by the Demand.

10. All awards of the arbitrator shall be binding on the SFPUC and the Wholesale Customers regardless of the participation or lack thereof by any Wholesale Customer or the SFPUC as a party to the arbitration proceeding. The parties to an arbitration shall have the power to modify or amend any arbitration award by mutual consent. The arbitrator shall apply California law.

8.02. Attorneys' Fees

A. **Arbitration or Litigation Between San Francisco and Wholesale Customers Arising under the Agreement or Individual Water Sales Contracts.** Each party will bear its own costs, including attorneys' fees, incurred in any arbitration or litigation arising under this Agreement or the Individual Water Sales Contracts between San Francisco and the Wholesale Customers. Notwithstanding the foregoing, and subject to the limitations contained herein, the SFPUC may allocate to the Wholesale Customers as an allowable expense, utilizing the composite rate used for allocating other Water Enterprise administrative and general expenses, any attorneys' fees and costs incurred by the SFPUC in connection with arbitration and/or litigation arising under this Agreement and/or the Individual Water Sales Contracts. Attorneys' fees incurred by the SFPUC for attorneys employed in the San Francisco City Attorney's office shall be billed at the hourly rates charged for the attorneys in question by the San Francisco City Attorney's Office to the SFPUC. Attorneys' fees incurred by the SFPUC for attorneys other than those employed in the San Francisco City Attorney's Office shall be limited to the hourly rates charged to the SFPUC for attorneys and paralegals with comparable experience employed in the San Francisco City Attorney's office and in no event shall exceed the highest hourly rate charged by any attorney or paralegal employed in the City Attorney's Office to the SFPUC.

B. Arbitration or Litigation Outside of Agreement Concerning the SFPUC Water System or Reserved Issues

1. The attorneys' fees and costs incurred by the SFPUC in litigation between San Francisco and one or more of the Wholesale Customers arising from matters outside of the Agreement, including, without limitation, litigation and/or arbitration concerning the issues specifically reserved in the Agreement, shall be allocated between the Retail Customers and the Wholesale Customers utilizing the composite rate used for allocating other Water Enterprise administrative and general expenses.

2. If, in any litigation described in subsection B.1 above, attorneys' fees and costs are awarded to one or more of the Wholesale Customers as prevailing parties, the

SFPUC's payment of the Wholesale Customers' attorneys' fees and costs shall not be an allowable expense pursuant to subsection A.

3. If, in any litigation described in subsection B.1, the SFPUC obtains an award of attorneys' fees and costs as a prevailing party against one or more of the Wholesale Customers, any such award shall be reduced to offset the amount of the SFPUC's fees and costs, if any, that have already been paid by the Wholesale Customers in the current or any prior fiscal years pursuant to subsection B.1 and the provisions of Articles 5 and 6 of the Agreement.

4. Nothing contained in this Agreement, including this subsection, shall authorize a court to award attorneys' fees and costs to a prevailing party as a matter of contract and/or the provisions of Civil Code Section 1717, in litigation between San Francisco and one or more of the Wholesale Customers arising from matters outside of the Agreement, including, without limitation, litigation and/or arbitration concerning the issues specifically reserved in the Agreement.

C. **Attorneys' Fees and Costs Incurred by the SFPUC in Connection with the Operation and Maintenance of the SFPUC Water Supply System.** All attorneys' fees and costs incurred by the SFPUC in connection with the operation and maintenance of the SFPUC's water supply system shall be allocated between Retail Customers and the Wholesale Customers utilizing the composite rate used for allocating other Water Enterprise administrative and general expenses.

8.03. Annual Meeting and Report

A. The parties wish to ensure that the Wholesale Customers may, in an orderly way, be informed of matters affecting the Regional Water System, including matters affecting the continuity and adequacy of their water supply from San Francisco.

For this purpose, the General Manager of the SFPUC shall meet annually with the Wholesale Customers and BAWSCA during the month of February, commencing February 2010. At these annual meetings, the SFPUC shall provide the Wholesale Customers a report on the following topics:

1. Capital additions under construction or being planned for the Regional Water System, including the status of planning studies, financing plans, environmental reviews, permit applications, etc.;

2. Water use trends and projections for Retail Customers and Wholesale Customers;
3. Water supply conditions and projections;
4. The status of any administrative proceedings or litigation affecting San Francisco's water rights or the SFPUC's ability to deliver water from the watersheds which currently supply the Regional Water System;
5. Existing or anticipated problems with the maintenance and repair of the Regional Water System or with water quality;
6. Projections of Wholesale Revenue Requirements for the next five years;
7. Any other topic which the SFPUC General Manager places on the agenda for the meeting;
8. Any topic which the Wholesale Customers, through BAWSCA, request be placed on the agenda, provided that the SFPUC is notified of the request at least 10 days before the meeting.

B. The General Manager of the SFPUC, the Assistant General Manager of the Water Enterprise, and the Assistant General Manager of Business Services-CFO will use their best efforts to attend the annual meetings. If one or more of these officers are unable to attend, they will designate an appropriately informed assistant to attend in their place.

8.04. Administrative Matters Delegated to BAWSCA

A. The Wholesale Customers hereby delegate the authority and responsibility for performing the following administrative functions contemplated in this Agreement to BAWSCA:

1. Approval of calculations of Proportional Annual Water Use required by Section 3.14 and Attachment J, "Water Use Measurement and Tabulation";
2. Approval of amendments to Attachments J and K-3 and K-4, "25-Year Payoff Schedules for Existing Rate Base";
3. Agreement that the Water Meter and Calibration Procedures Manual to be prepared by the SFPUC may supersede some or all of the requirements in Attachment J, as described in Section 3.14;

4. Conduct of Wholesale Customer review of SFPUC's calculation of annual Wholesale Revenue Requirement/Change in Balancing Account described in Section 7.06;

5. Approval of an adjustment to Wholesale Revenue Coverage as described in Section 6.06.

B. A majority of the Wholesale Customers may, without amending this Agreement, delegate additional administrative functions to BAWSCA. To be effective, such expanded delegation must be evidenced by resolutions adopted by the governing bodies of a majority of the Wholesale Customers. In 2014, all twenty-six Wholesale Customers adopted resolutions delegating authority to BAWSCA to initiate, defend and settle arbitration for the matters that, pursuant to Section 8.01 of this Agreement, are subject to mandatory, binding arbitration.

C. Unless otherwise explicitly stated, the administrative authority delegated to BAWSCA may be exercised by the General Manager/CEO of BAWSCA, rather than requiring action by the BAWSCA Board of Directors. In addition, the Wholesale Customers may, with the consent of BAWSCA, delegate to BAWSCA the initiation, defense, and settlement of arbitration proceedings provided for in Section 8.01.

8.05. Preservation of Water Rights; Notice of Water Rights Proceedings

A. It is the intention of San Francisco to preserve all of its water rights, irrespective of whether the water held under such water rights is allocated under this Agreement. Nothing in this Agreement shall be construed as an abandonment, or evidence of an intent to abandon, any of the water rights that San Francisco presently possesses.

B. San Francisco shall use its best efforts to give prompt notice to BAWSCA of any litigation or administrative proceedings to which San Francisco is a party involving water rights to the Regional Water System. The failure of San Francisco to provide notice as required by this section, for whatever reason, shall not give rise to any monetary liability.

8.06. SFPUC Rules and Regulations

The sale and delivery of all water under this Agreement shall be subject to such of the "Rules and Regulations Governing Water Service to Customers" of the Water Enterprise adopted by the Commission, as those rules and regulations may be amended from time to time, as are (1) applicable to the sale and delivery of water to the Wholesale Customers, (2) reasonable, and (3) not inconsistent with either this Agreement or with an Individual Water

Sales Contract. The SFPUC will give the Wholesale Customers notice of any proposal to amend the Rules and Regulations in a manner that would affect the Wholesale Customers. The notice will be delivered at least thirty days in advance of the date on which the proposal is to be considered by the Commission and will be accompanied by the text of the proposed amendment.

8.07. Reservations of, and Limitations on, Claims

A. **General Reservation of Raker Act Contentions.** The 1984 Agreement resolved a civil action brought against San Francisco by certain of the Wholesale Customers. Plaintiffs in that action contended that they, and other Wholesale Customers that are municipalities or special districts, were “co-grantees” within the meaning of Section 8 of the Act and were entitled to certain rights, benefits and privileges by virtue of that status. San Francisco disputed those claims.

Nothing in this Agreement, or in the Individual Water Sales Contracts, shall be construed or interpreted in any way to affect the ultimate resolution of the controversy between the parties concerning whether any of the Wholesale Customers are “co-grantees” under the Act and, if so, what rights, benefits and privileges accrue to them by reason of that claimed status.

B. **Claims Reserved but not Assertable During Term or Portions Thereof.** The following claims, which San Francisco disputes, are reserved but may not be asserted during the Term (or portions thereof, as indicated):

1. The Wholesale Customers’ claim that the Act entitles them to water at cost.
2. The Wholesale Customers’ claim that San Francisco is obligated under the Act or state law to supply them with additional water in excess of the Supply Assurance. This claim may not be asserted unless and until San Francisco decides not to meet projected water demands of Wholesale Customers in excess of the Supply Assurance pursuant to Section 4.06.
3. The claim by San Jose and Santa Clara that they are entitled under the Act, or any other federal or state law, to permanent, non-interruptible status and to be charged rates identical to those charged other Wholesale Customers. This claim may not be asserted unless and until San Francisco notifies San Jose or Santa Clara that it intends to interrupt or terminate water deliveries pursuant to Section 4.05.

4. The Wholesale Customers' claim that the SFPUC is not entitled to impose a surcharge for lost power generation revenues attributable to furnishing water in excess of the Supply Assurance. This claim may not be asserted unless and until SFPUC furnishes water in excess of the Supply Assurance during the Term and also includes such a surcharge in the price of such water.

5. Claims by Wholesale Customers (other than San Jose and Santa Clara, whose service areas are fixed) that SFPUC is obligated under the Act or state law to furnish water, within their Individual Supply Guarantee, for delivery to customers outside their existing service area and that Wholesale Customers are entitled to enlarge their service areas to supply those customers. Such claims may be asserted only after compliance with the procedure set forth in Section 3.03, followed by SFPUC's denial of, or failure for six months to act on, a written request by a Wholesale Customer to expand its service area.

C. **Waived Activities.** The Wholesale Customers (and the SFPUC, where specified) will refrain from the following activities during the Term (or portions thereof, as specified):

1. The Wholesale Customers and the SFPUC will not contend before any court, administrative agency or legislative body or committee that the methodology for determining the Wholesale Revenue Requirement (or the requirements for (a) amortization of the ending balance under the 1984 Agreement, or (b) contribution to the Wholesale Revenue Coverage) determined in accordance with this Agreement violates the Act or any other provision of federal law, state law, or San Francisco's City Charter, or is unfair, unreasonable or unlawful.

2. The Wholesale Customers will not challenge the transfer of funds by the SFPUC to any other San Francisco City department or fund, provided such transfer complies with the San Francisco City Charter. The transfer of its funds, whether or not permitted by the City Charter, will not excuse the SFPUC from its failure to perform any obligation imposed by this Agreement.

3. The Wholesale Customers and the SFPUC will not assert monetary claims against one another based on the 1984 Agreement other than otherwise arbitrable claims arising from the three fiscal years immediately preceding the start of the Term (i.e., FYs 2006-07, 2007-08 and 2008-09). Such claims, if any, shall be governed by the dispute resolution provisions of this Agreement, except that the time within which arbitration must be commenced shall be 18 months from delivery of the Compliance Auditor's report.

D. **Other**

1. This Agreement shall determine the respective monetary rights and obligations of the parties with respect to water sold by the SFPUC to the Wholesale Customers during the Term. Such rights and obligations shall not be affected by any judgments or orders issued by any court in litigation, whether or not between parties hereto, and whether or not related to the controversy over co-grantee status, except for arbitration and/or litigation expressly permitted in this Agreement. No judicial or other resolution of issues reserved by this section will affect the Wholesale Revenue Requirement which, during the Term, will be determined exclusively as provided in Articles 5, 6 and 7 of this Agreement.

2. Because delays in the budget process or other events may cause the SFPUC to defer the effective date of changes in wholesale rates until after the beginning of the fiscal year, this Agreement does not require the SFPUC to make changes in wholesale rates effective at the start of the fiscal year or at any other specific date.

3. The Wholesale Customers do not, by executing this Agreement, concede the legality of the SFPUC's establishing Interim Supply Allocations, as provided in Article 4 or imposing Environmental Enhancement Surcharges on water use in excess of such allocations. Any Wholesale Customer may challenge such allocation when imposed and/or such surcharges if and when levied, in any court of competent jurisdiction.

4. The furnishing of water in excess of the Supply Assurance by San Francisco to the Wholesale Customers shall not be deemed or construed to be a waiver by San Francisco of its claim that it has no obligation under any provision of law to supply such water to the Wholesale Customers, nor shall it constitute a dedication by San Francisco to the Wholesale Customers of such water.

8.08. Prohibition of Assignment

A. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns. Each Wholesale Customer agrees that it will not transfer or assign any rights or privileges under this Agreement, either in whole or in part, or make any transfer of all or any part of its water system or allow the use thereof in any manner whereby any provision of this Agreement will not continue to be binding on it, its assignee or transferee, or such user of the system. Any assignment or transfer in violation of this covenant, and any assignment or transfer that would result in the supply of water in violation of the Act, shall be void.

B. Nothing in this section shall prevent any Wholesale Customer (except the California Water Service Company and Stanford) from entering into a joint powers agreement or a municipal or multi-party water district with any other Wholesale Customer (except the two listed above) to exercise the rights and obligations granted to and imposed upon the Wholesale Customers hereunder, nor shall this section prevent any Wholesale Customer (except the two listed above) from succeeding to the rights and obligations of another Wholesale Customer hereunder as long as the Wholesale Service Area served by the Wholesale Customers involved in the succession is not thereby enlarged.

8.09. Notices

A. All notices and other documents that San Francisco is required or permitted to send to the Wholesale Customers under this Agreement shall be sent to each and all of the Wholesale Customers by United States mail, first class postage prepaid, addressed to each Wholesale Customer at the address to which monthly water bills are mailed by the Water Enterprise.

B. All notices or other documents which the Wholesale Customers are required or permitted to send to San Francisco under this Agreement shall be sent by United States mail, first class postage prepaid, addressed as follows:

General Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102

C. Each Wholesale Customer is a member of BAWSCA. San Francisco shall send a copy of each notice or other document which it is required to send to all Wholesale Customers to BAWSCA addressed as follows:

General Manager/CEO
Bay Area Water Supply and Conservation Agency
155 Bovet Road, Suite 650
San Mateo, CA 94402

The failure of San Francisco to send a copy of such notices or documents to BAWSCA shall not invalidate any rate set or other action taken by San Francisco.

D. Any party (or BAWSCA) may change the address to which notice is to be sent to it under this Agreement by notice to San Francisco (in the case of a change desired by a Wholesale Customer or BAWSCA) and to the Wholesale Customer and BAWSCA (in the case of a change desired by San Francisco).

The requirements for notice set forth in Section 8.01 concerning arbitration shall prevail over this section, when they are applicable.

8.10. Incorporation of Attachments

Attachments A through R, referred to herein, are incorporated in and made a part of this Agreement.

8.11. Interpretation

In interpreting this Agreement, or any provision thereof, it shall be deemed to have been drafted by all signatories, and no presumption pursuant to Civil Code Section 1654 may be invoked to determine the Agreement's meaning. The marginal headings and titles to the sections and paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

8.12. Actions and Approvals by San Francisco

Whenever action or approval by San Francisco is required or contemplated by this Agreement, authority to act or approve shall be exercised by the Commission, except if such action is required by law to be taken, or approval required to be given, by the San Francisco Board of Supervisors. The Commission may delegate authority to the General Manager in accordance with the San Francisco City Charter and Administrative Code, except for actions that this Agreement requires to be taken by the Commission.

8.13. Counterparts

Execution of this Agreement may be accomplished by execution of separate counterparts by each signatory. San Francisco shall deliver its executed counterpart to BAWSCA and the counterpart which each Wholesale Customer executes shall be delivered to San Francisco. The separate executed counterparts, taken together, shall constitute a single agreement.

8.14. Limitations on Damages

A. Unless otherwise prohibited by this Agreement, general or direct damages may be recovered for a breach of a party's obligations under this Agreement. No party is liable for, or may recover from any other party, special, indirect or consequential damages or incidental damages, including, but not limited to, lost profits or revenue. No damages may be awarded for a breach of Section 8.17.

B. The limitations in subsection A apply only to claims for damages for an alleged breach of this Agreement. These limitations do not apply to claims for damages for an alleged breach of a legal duty that arises independently of this Agreement, established by constitution or statute.

C. If damages would be an inadequate remedy for a breach of this Agreement, equitable relief may be awarded by a court in a case in which it is otherwise proper.

D. This section does not apply to any claim of breach for which arbitration is the exclusive remedy pursuant to Section 8.01.A.

8.15. Force Majeure

A. **Excuse from Performance.** No party shall be liable in damages to any other party for delay in performance of, or failure to perform, its obligations under this Agreement, including the obligations set forth in Sections 3.09 and 4.06, if such delay or failure is caused by a "Force Majeure Event."

B. **Notice.** The party claiming excuse shall deliver to the other parties a written notice of intent to claim excuse from performance under this Agreement by reason of a Force Majeure Event. Notice required by this section shall be given promptly in light of the circumstances, and, in the case of events described in (c), (d) or (e) of the definition of Force Majeure Event only, not later than ten (10) days after the occurrence of the Force Majeure Event. Such notice shall describe the Force Majeure Event, the services impacted by the claimed event, the length of time that the party expects to be prevented from performing, and the steps which the party intends to take to restore its ability to perform.

C. **Obligation to Restore Ability to Perform.** Any suspension of performance by a party pursuant to this section shall be only to the extent, and for a period of no longer duration

than, required by the nature of the Force Majeure Event, and the party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible.

8.16. No Third-Party Beneficiaries

This Agreement is exclusively for the benefit of the parties and not for the benefit of any other Person. There are no third-party beneficiaries of this Agreement and no person not a party shall have any rights under or interests in this Agreement.

No party may assert a claim for damages on behalf of a person other than itself, including a person that is not a party.

8.17. Good Faith and Fair Dealing

San Francisco and the Wholesale Customers each acknowledge their obligation under California law to act in good faith toward, and deal fairly with, each other with respect to this Agreement.

Article 9. Implementation and Special Provisions Affecting Certain Wholesale Customers

9.01. General; Individual Water Sales Contracts

A. As described in Section 1.03, San Francisco previously entered into Individual Water Sales Contracts with each of the Wholesale Customers. The term of the majority of Individual Water Sales Contracts will expire on June 30, 2009, concurrently with the expiration of the 1984 Agreement. Except as provided below in this Article, each of the Wholesale Customers will execute a new Individual Water Sales Contract with San Francisco concurrently with its approval of the Agreement.

B. The Individual Water Sales Contracts will describe the service area of each Wholesale Customer, identify the location and size of connections between the Regional Water System and the Wholesale Customer's distribution system, provide for periodic rendering and payment of bills for water usage, and in some instances contain additional specialized provisions unique to the particular Wholesale Customer and not of general concern or applicability. A sample Individual Water Sales Contract is provided at Attachment F. The Individual Water Sales Contracts between San Francisco and the Wholesale Customers will not contain any provision inconsistent with Articles 1 through 8 of this Agreement except (1) as provided below in this Article or (2) to the extent that such provisions are not in derogation of the Fundamental Rights of other Wholesale Customers under this Agreement. Any provisions in an Individual Water Sales Contract which are in violation of this section shall be void.

9.02. California Water Service Company

A. The parties recognize that the California Water Service Company is an investor-owned utility company and, as such, has no claim to co-grantee status under the Act, which specifically bars private parties from receiving for resale any water produced by the Hetch Hetchy portion of the Regional Water System. Accordingly, the following provisions shall apply to the California Water Service Company, notwithstanding anything to the contrary elsewhere in this Agreement.

B. The total quantity of water delivered by San Francisco to the California Water Service Company shall not in any calendar year exceed 47,400 acre feet, which is the estimated average annual production of Local System Water. If San Francisco develops additional Local System Water after the Effective Date, it may (1) increase the maximum

delivery amount stated herein; and (2) increase the Supply Assurance, but not necessarily both. San Francisco has no obligation to deliver water to California Water Service Company in excess of the maximum stated herein, except as such maximum may be increased by San Francisco pursuant to this subsection. The maximum annual quantity of Local System Water set forth in this subsection is intended to be a limitation on the total quantity of water that may be allocated to California Water Service Company, and is not an Individual Supply Guarantee for purposes of Section 3.02. The maximum quantity of Local System Water set forth in this subsection is subject to reduction in response to (1) changes in long-term hydrology or (2) environmental water requirements that may be imposed by or negotiated with state and federal resource agencies in order to comply with state or federal law or to secure applicable permits for construction of Regional Water System facilities. San Francisco shall notify California Water Service Company of any anticipated reduction of the quantity of Local System Water set forth in this subsection, along with an explanation of the basis for the reduction.

C. Notwithstanding anything in Section 8.08 to the contrary, California Water Service Company shall have the right to assign to a public agency having the power of eminent domain all or a portion of the rights of California Water Service Company under any contract between it and San Francisco applicable to any individual district of California Water Service Company in connection with the acquisition by such public agency of all or a portion of the water system of California Water Service Company in such district. In the event of any such assignment of all the rights, privileges and obligations of California Water Service Company under such contract, California Water Service Company shall be relieved of all further obligations under such contract provided that the assignee public agency expressly assumes the obligations of California Water Service Company thereunder. In the event of such an assignment of a portion of the rights, privileges and obligations of California Water Service Company under such contract, California Water Service Company shall be relieved of such portion of such obligations so assigned thereunder provided that the assignee public agency shall expressly assume such obligations so assigned to it.

D. Should California Water Service Company seek to take over or otherwise acquire, in whole or in part, the service obligations of another Wholesale Customer under Section 3.03.E, it will so inform San Francisco at least six months prior to the effective date of the sale and provide information concerning the total additional demand proposed to be served, in order that San Francisco may compare the proposed additional demand to the then-current estimate of Local System Water. In this regard, California Water Service Company has notified

the SFPUC that it has reached an agreement to acquire the assets of Skyline County Water District ("Skyline") and assume the responsibility for providing water service to customers in the Skyline service area. California Water Service Company has advised the SFPUC that, on September 18, 2008, the California Public Utilities Commission approved California Water Service Company's acquisition of Skyline. The SFPUC anticipates approving the transfer of Skyline's Supply Guarantee as shown on Attachment C to California Water Service Company and the expansion of California Water Service Company's service area to include the current Skyline service area before the Effective Date of this Agreement. All parties to this Agreement authorize corresponding modifications of Attachment C, as well as any of the Agreement's other provisions, to reflect the foregoing transaction without the necessity of amending this Agreement.

E. Nothing in this Agreement shall preclude San Francisco from selling water to any county, city, town, district, political subdivision, or other public agency for resale to customers within the service area of the California Water Service Company. Nothing in this Agreement shall require or contemplate any delivery of water to California Water Service Company in violation of the Act.

F. Nothing in this Agreement shall alter, amend or modify the Findings of Fact and Conclusions of Law and the Judgment dated May 25, 1961, in that certain action entitled City and County of San Francisco v. California Water Service Company in the Superior Court of the State of California in and for the County of Marin, No. 23286, as modified by the Quitclaim Deed from California Water Service Company to San Francisco dated August 22, 1961. The rights and obligations of San Francisco and California Water Service Company under these documents shall continue as therein set forth.

9.03. City of Hayward

A. San Francisco and the City of Hayward ("Hayward") entered into a water supply contract on February 9, 1962 ("the 1962 contract") which provides, inter alia, that San Francisco will supply Hayward with all water supplemental to sources and supplies of water owned or controlled by Hayward as of that date, in sufficient quantity to supply the total water needs of the service area described on an exhibit to the 1962 contract "on a permanent basis." The service area map attached as Exhibit C to the 1962 contract was amended in 1974 to remove an area of land in the Hayward hills and in 2008 to make minor boundary adjustments identified in SFPUC Resolution No. 08-0035.

B. The intention of the parties is to continue the 1962 contract, as amended, in effect as the Individual Water Sales Contract between San Francisco and Hayward. Accordingly, it shall not be necessary for San Francisco and Hayward to enter into a new Individual Water Sales Contract pursuant to this Article and approval of this Agreement by Hayward shall constitute approval of both this Agreement and an Individual Water Sales Contract for purposes of Section 1.03. The 1962 contract, as amended, will continue to describe the service area of Hayward, while rates for water delivered to Hayward during the Term shall be governed by Article 5 hereof. The 1962 contract, as amended, will continue in force after the expiration of the Term.

9.04. Estero Municipal Improvement District

A. San Francisco and the Estero Municipal Improvement District ("Estero") entered into a water supply contract on August 24, 1961, the term of which continues until August 24, 2011 ("the 1961 Contract"). The 1961 Contract provides, inter alia, that San Francisco will supply Estero with all water supplemental to sources and supplies of water owned or controlled by Estero as of that date, in sufficient quantity to supply the total water needs of the service area described on an exhibit to the 1961 Contract.

B. The intention of the parties is to terminate the 1961 Contract and replace it with a new Individual Water Sales Contract which will become effective on July 1, 2009. The new Individual Water Sales Contract will describe the current service area of Estero. The Individual Supply Guarantee applicable to Estero shall be 5.9 MGD, rather than being determined as provided in the 1961 Contract.

9.05. Stanford University

A. The parties recognize that The Board of Trustees of The Leland Stanford Junior University ("Stanford") operates a non-profit university, and purchases water from San Francisco for redistribution to the academic and related facilities and activities of the university and to residents of Stanford, the majority of whom are either employed by or students of Stanford. Stanford agrees that all water furnished by San Francisco shall be used by Stanford only for domestic purposes and those directly connected with the academic and related facilities and activities of Stanford, and no water furnished by San Francisco shall be used in any area now or hereafter leased or otherwise used for industrial purposes or for commercial purposes

other than those campus support facilities that provide direct services to Stanford faculty, students or staff such as the U.S. Post Office, the bookstore and Student Union.

Nothing in this Agreement shall preclude San Francisco from selling water to any county, city, town, political subdivision or other public agency for resale to Stanford or to customers within the service area of Stanford.

B. Notwithstanding anything in Section 8.08 to the contrary, Stanford shall have the right to assign to a public agency having the power of eminent domain all or a portion of the rights of Stanford under this Agreement or the Individual Water Sales Contract between it and San Francisco in connection with the acquisition by such public agency of all or a portion of Stanford's water system. In the event of any such assignment of all the rights, privileges, and obligations of Stanford under such contract, Stanford shall be relieved of all further obligations under such contract, provided that the assignee public agency expressly assumes Stanford's obligations thereunder. In the event of such an assignment of a portion of the rights, privileges, and obligations of Stanford under such contract, Stanford shall be relieved of such obligations so assigned thereunder, provided that the assignee public agency shall expressly assume such obligations so assigned to it.

Nothing in this Agreement shall require or contemplate any delivery of water to Stanford in violation of the Act.

9.06. City of San Jose and City of Santa Clara

A. **Continued Supply on Temporary, Interruptible Basis.** During the term of the 1984 Agreement, San Francisco provided water to the City of San Jose ("San Jose") and the City of Santa Clara ("Santa Clara") on a temporary, interruptible basis pursuant to SFPUC Resolution No. 85-0256. Subject to termination or reduction of supply as provided in Section 4.05 of this Agreement, San Francisco will continue to supply water to San Jose and Santa Clara on a temporary, interruptible basis pending a decision by the Commission, pursuant to Section 4.05.H, as to whether to make San Jose and Santa Clara permanent customers of the Regional Water System. San Francisco will furnish water to San Jose and Santa Clara at the same rates as those applicable to other Wholesale Customers pursuant to this Agreement. Water delivered to San Jose and Santa Clara after July 1, 2009 may be limited by the SFPUC's ability to meet the full needs of all its other Retail and Wholesale Customers. The service areas of San Jose and Santa Clara set forth in their Individual Water Sales Contracts may not be

expanded using the procedure set forth in Section 3.03. The combined annual average water usage of San Jose and Santa Clara shall not exceed 9 MGD. The allocation of that total amount between San Jose and Santa Clara shall be as set forth in their Individual Water Sales Contracts.

B. **Reservation of Rights**. In signing this Agreement, neither San Jose nor Santa Clara waives any of its rights to contend, in the event that San Francisco (1) elects to terminate or interrupt water deliveries to either or both of the two cities prior to 2028 using the process set forth in Section 4.05, or (2) does not elect to take either city on as a permanent customer in 2028, that it is entitled to permanent customer status, pursuant to the Act or any other federal or state law. Santa Clara's reservation of rights is limited to its existing Service Area A, as shown on Attachment Q-2. Service Area B, south of Highway 101, was added in 2018 solely for the operational convenience of Santa Clara. Santa Clara waives its right to make claims described in this Section 9.06.B and Section 8.07.B.3 with respect to Service Area B. In signing this Agreement, San Francisco does not waive its right to deny any or all such contentions.

9.07. City of Brisbane, Guadalupe Valley Municipal Improvement District, Town of Hillsborough

A. The parties acknowledge that San Francisco has heretofore provided certain quantities of water to the City of Brisbane ("Brisbane"), Guadalupe Valley Municipal Improvement District ("Guadalupe") and the Town of Hillsborough ("Hillsborough") at specified rates or without charge pursuant to obligations arising out of agreements between the predecessors of San Francisco and these parties, which agreements are referred to in judicial orders, resolutions of the SFPUC and/or the 1960 contracts between San Francisco and Brisbane, Guadalupe and Hillsborough. The parties intend to continue those arrangements and accordingly agree as follows:

1. Nothing in this Agreement is intended to alter, amend or modify the terms of SFPUC Resolution No. 74-0653 or the indenture of July 18, 1908 between the Guadalupe Development Company and the Spring Valley Water Company.

2. Nothing in this Agreement is intended to alter, amend or modify the Findings of Fact and Conclusions of Law and Judgment dated May 25, 1961 in that certain action entitled City and County of San Francisco v. Town of Hillsborough in the Superior Court of the State of California in and for the County of Marin, No. 23282, as modified by the Satisfaction of Judgment filed October 23, 1961 and the Compromise and Release between

Hillsborough and San Francisco dated August 22, 1961. The rights and obligations of Hillsborough under these documents shall continue as therein set forth.

3. Nothing in this Agreement is intended to affect or prejudice any claims, rights or remedies of Guadalupe or of Crocker Estate Company, a corporation, or of Crocker Land Company, a corporation, or of San Francisco, or of their successors and assigns, respectively, with respect to or arising out of that certain deed dated May 22, 1884, from Charles Crocker to Spring Valley Water Works, a corporation, recorded on May 24, 1884, in Book 37 of Deeds at page 356, Records of San Mateo County, California, as amended by that certain Deed of Exchange of Easements in Real Property and Agreement for Trade in Connection Therewith, dated July 29, 1954, recorded on August 4, 1954, in Book 2628, at page 298, Official Records of said San Mateo County, or with respect to or arising out of that certain action involving the validity or enforceability of certain provisions of said deed entitled City and County of San Francisco v. Crocker Estate Company, in the Superior Court of the State of California in and for the County of Marin, No. 23281.

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ATTACHMENT A

Attachment A - Definitions

“1984 Agreement” refers to the 1984 Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County, which expires on June 30, 2009.

“Act” refers to the Raker Act, 38 Stat. 242, the Act of Congress, enacted in 1913, that authorized the construction of the Hetch Hetchy system on federal lands.

“Adjusted Proportional Annual Use” means the respective percentages of annual water use, as adjusted to reflect deliveries of water by the Hetch Hetchy Enterprise to outside City Retail Customers. The adjustment is calculated each year as described in Section B of Attachment J and is shown on lines 18 and 19 of Table 1 of that Attachment.

“Agreement” refers to this Water Supply Agreement, by and among San Francisco and the Wholesale Customers who approve this Agreement in accordance with Section 1.03.

“BAWSCA” refers to the Bay Area Water Supply and Conservation Agency established pursuant to Division 31 of the California Water Code (Water Code §§81300-81461) or its successor and permitted assigns.

“CEQA” refers to the California Environmental Quality Act found at §§21000 et seq. of the Public Resources Code and the Guidelines for the California Environmental Quality Act found at §§15000 et seq. of Title 14 of the California Code of Regulations, as amended from time to time.

“Commission” means the governing board of the SFPUC, whose members, as of the date of this Agreement, are appointed by the Mayor of San Francisco and confirmed by the San Francisco Board of Supervisors.

“Compliance Audit” refers to the annual audit of the Wholesale Revenue Requirement by the Compliance Auditor required by Sections 7.03 through 7.05.

“Compliance Auditor” refers to the independent certified public accountant chosen by the San Francisco Controller to conduct each fiscal year’s audit of the SFPUC’s calculation of the Wholesale Revenue Requirement as provided in Section 7.03.B.

“Countywide Cost Allocation Plan” refers to the full costs of the Water and Hetch Hetchy Enterprises’ prorated share of San Francisco city government expenses that are not directly billed to city departments, as determined by the Controller of the City and County of San Francisco.

“Debt Service” means principal and interest paid during a fiscal year on Indebtedness incurred by the SFPUC for the 2006 Revenue Bonds, Series A, and subsequently issued Indebtedness (exclusive of 2006 Revenue Bonds Series B and C), the proceeds of which are used or are scheduled to be used for the acquisition or construction of New Regional Assets or to refund such Indebtedness.

“Direct Retail” refers to Regional Water System capital or operating expenditures that are incurred to provide water service solely to Retail Customers.

“Direct Wholesale” refers to Regional Water System capital or operating expenditures that are incurred to provide water service solely to one or more Wholesale Customers.

“Drought” means a water shortage caused by lack of precipitation, as reflected in resolutions of the Commission calling for voluntary or mandatory water rationing based on evaluation of water stored or otherwise available to the Regional Water System, whether or not the Commission declares a water shortage emergency pursuant to Water Code §§ 350 et seq., as amended from time to time.

“Effective Date” refers to the date this Agreement will become effective in accordance with the terms of Section 1.03.

“Emergency” means a sudden, non-drought event, such as an earthquake, failure of Regional Water System infrastructure or other catastrophic event or natural disaster that results in an insufficient supply of water available to the Retail or Wholesale Service Areas for basic human consumption, firefighting, sanitation, and fire protection.

“Encumbrance” or **“Encumber”** refers to the process by which the City Controller certifies the availability of amounts previously appropriated by the Commission for specifically identified SFPUC capital projects performed either by third parties or through work orders to other City departments.

“Environmental Enhancement Surcharge” means the surcharge to be imposed by the SFPUC on individual parties to this Agreement whose use exceeds their Interim Supply Allocation when the collective use of water by all parties to this Agreement is in excess of the Interim Supply Limitation.

“ERRP” refers to a SFPUC document entitled *Emergency Response and Recovery Plan: Regional Water System* (“ERRP”) dated August 23, 2003, and updated November 2006.

“Excess Use Charges” are monthly charges set by the SFPUC, in the form of multipliers, that are applied to the Wholesale Customer water rates during times of mandatory rationing if a Wholesale Customer's water usage is greater than its shortage allocation. Excess Use Charges are further described in Section 4 of the Tier 1 Shortage Plan (Attachment H).

“Existing Assets” refers to Regional and Hetch Hetchy Water-Only and Water-Related capital assets plant in service as of June 30, 2009.

“Existing System Assets” refers to all Water Enterprise and Hetch Hetchy Enterprise assets and assets that are components of, or appurtenances thereto. Existing Assets are a subset of the Existing System Assets for repayment of capital costs under Section 5.03.

“Existing Facilities” means those wells and associated infrastructure owned by the Participating Pumpers and in existence as of the effective date of the Project Operating Agreement, and any replacements of Existing Facilities irrespective of location.

“Force Majeure Event” means an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform obligations imposed on it by this Agreement, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an “act of God” such as an earthquake, flood, earth movement, or similar catastrophic event, (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event, (c) a strike, work stoppage, picketing or similar concerted labor action, (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain essential materials after diligent and timely efforts; or (e) an order or regulation issued by a federal or state regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date.

“Fundamental Rights” of Wholesale Customers are their status as parties to this Agreement, their allocation of water recognized in Section 3.02, their protection against arbitrary, unreasonable, or unjustly discriminatory rates provided in Section 6.04, and any specific rights described in Article 9.

“Groundwater Storage and Recovery Project” refers to a WSIP project for groundwater storage and recovery in the Southern portion of the Westside Basin approved in SFPUC Resolution No. 14-0127 dated August 12, 2014.

“Hetch Hetchy Enterprise” refers to Hetch Hetchy Water and Power Enterprise, a SFPUC operating department.

“Imputed Sales” apply when a Wholesale Customer does not meet the minimum annual purchase requirements of Section 3.07.C, except in fiscal years in which a waiver of these requirements is in effect. Imputed Sales are calculated as the difference between (1) a Wholesale Customer’s metered water purchases during a fiscal year, from July 1 to June 30, and (2) the larger of (a) or (b) as follows: (a) the Wholesale Customer’s Minimum Annual Purchase Quantity, as specified in Attachment E, or (b) the Wholesale Customer’s Temporary Modified Minimum Annual Purchase Quantity, as specified in Attachment E-1. If a Wholesale Customer has more than one Temporary Modified Minimum Annual Purchase Quantity, the largest quantity is used for calculating Imputed Sales. Imputed Sales are considered wholesale water usage for the purposes of calculating the Proportional Annual Use, and any fees charged for Imputed Sales are considered wholesale revenues.

“In Lieu Water” refers to Regional Water System water, subject to the limitations set forth in Section 9.02 of this Agreement for water delivered to California Water Service Company, that the SFPUC delivers at no charge on an interruptible basis to the Participating Pumpers, to replace groundwater that the Participating Pumpers refrain from pumping using their Existing Facilities during storage periods under the Project Operating Agreement.

“Include” and its variants mean “including but not limited to” whenever used in this Agreement, regardless of whether or not it is capitalized.

“Indebtedness” includes revenue bonds, bond anticipation notes, certificates of participation (excluding certificates of participation towards which SFPUC contributes debt service as an operating expense), and commercial paper.

“Individual Water Sales Contract” refers to the contracts between each Wholesale Customer and San Francisco contemplated in Section 9.01 that details customer-specific matters such as location of service connections, service area maps and other matters specific to that customer.

“Individual Supply Guarantee” refers to each Wholesale Customer’s share of the Supply Assurance, as shown in Attachment C.

“Interim Supply Allocation” refers to each Wholesale Customer’s share, to be established by the SFPUC pursuant to Section 4.02, of the Interim Supply Limitation.

“Interim Supply Limitation” refers to the 265 MGD annual average limitation on water deliveries until December 31, 2018 from Regional Water System watersheds imposed by the SFPUC in its approval of the WSIP in Resolution Number 08-0200 dated October 30, 2008.

“Irrigation Well Owners” refers to the Hills of Eternity, Home of Peace, and Salem Cemetery; Eternal Home Cemetery; Woodlawn Cemetery; Holy Cross Cemetery; Italian Cemetery; Olivet Cemetery; Cypress Lawn Cemetery; and the California Golf Club, located within the Southern portion of the Westside Basin.

“Irrigation Well Owner Replacement Water” refers to water supplied by the Regional Water System delivered on a standby basis by the SFPUC, or wheeled through California Water Service Company’s South San Francisco District System, for delivery to Irrigation Well Owners as may be necessary under the MMRP.

“Joint,” when used in connection with Hetch Hetchy Enterprise assets or expenses, refers to assets used or expenses incurred in providing both water supply (“Water-Related”) and in the generation and transmission of electrical energy (“Power-Related”).

“Level of Service Goals and Objectives” refers to the “Phased WSIP Goals and Objectives” adopted by the Commission in Resolution No. 08-0200 dated October 30, 2008 as part of the approval of the WSIP and any amendments that may be adopted by the Commission.

“Local System Water” refers to Regional Water System water supplies developed in San Mateo, Alameda and Santa Clara Counties or otherwise not produced by the Hetch Hetchy Enterprise under rights of way granted by the Raker Act.

“MGD” refers to an average flow rate of one million gallons per day over a specific time period, often a year. For example, one MGD is equal to 365 million gallons per year or 1,120 acre feet per year.

“Minimum Annual Purchase Quantity” means the minimum amount of water that a Wholesale Customer that has an Individual Supply Guarantee agrees to purchase from San Francisco annually, as specified in Attachment E, as may be amended from time to time pursuant to Section 2.03.C.

“Mitigation, Monitoring and Reporting Program or **“MMRP”** refers to the CEQA required program of mitigation and monitoring adopted by the SFPUC as part of Groundwater Storage and Recovery Project approval in Resolution No. 14-0127.

“Net Annual Debt Service” refers to debt service less payments made from proceeds of Indebtedness (e.g., capitalized interest), earnings on bond proceeds (e.g., reserve fund earnings) used to pay Debt Service, and interest paid from renewed commercial paper, or from reserve fund liquidation.

“New Assets” refers to Regional and Hetch Hetchy Water-Only and Water-Related capital assets added to Regional Water System plant in service after June 30, 2009.

“New Regional Assets” refers to New Assets placed in service on or after July 1, 2009 that are used and useful in delivering water to Wholesale Customers. The following four categories comprise New Regional Assets:

1. Water Enterprise Regional Assets
2. Water Enterprise Direct Wholesale Assets
3. Hetch Hetchy Water Only Assets
4. Water-Related portion (45 percent) of Hetch Hetchy Joint Assets

“Participating Pumps” refers to the Wholesale Customers pumping groundwater who are parties to the Project Operating Agreement; specifically, the cities of Daly City and San Bruno and the California Water Service Company, South San Francisco Service Area.

“Participating Pumper Replacement Water” refers to the quantity of Regional Water System water that may be made available by the SFPUC to some or all of the Participating Pumps in accordance with Section 4.7 of the Project Operating Agreement.

“Power-Only,” when used with reference to Hetch Hetchy Enterprise capital costs and operating and maintenance expenses, means capital costs and expenses that are incurred solely for the construction and operation of assets used to generate and transmit electrical energy.

“Power-Related” refers to the power related portion (55%) of Joint Hetch Hetchy Enterprise assets or expenses.

“Prepayment” refers to payments of principal and interest amounts not due in the year the prepayment is made, as described in Section 5.03.

“Project Facility or Facilities” refers to all Groundwater Storage and Recovery Project assets, such as Project wells and all related fixed assets (e.g., real property, water treatment, connecting pipelines) that are acquired or constructed by the SFPUC pursuant to the Project Operating Agreement and operated as Regional Water System assets for the allocation of capital costs and operation and maintenance expenses under this Agreement.

“Project Operating Agreement” refers to the “Agreement for Groundwater Storage and Recovery from the Southern Portion of the Westside Groundwater Basin by and among the San Francisco Public Utilities Commission, the City of Daly City, the City of San Bruno, and California Water Service Company,” dated as of December 16, 2014.

“Proportional Annual Use” means the shares of deliveries from the Regional Water System used by City Retail Customers and by the Wholesale Customers in a fiscal year, expressed as a percentage. The percentages of annual use are calculated each year as described in Section B of Attachment J and are shown on lines 10 and 11 of Table 1 of that Attachment.

“Proportional Water Use” refers the general principle of allocating Regional Water System costs based on the relative purchases of water by Retail and Wholesale Customers.

“Regional,” when used with reference to Water Enterprise capital assets and operating expenses, refers to assets and expenses that benefit Wholesale and Regional Customers.

“Regional Water System” means the water storage, transmission and treatment system operated by the SFPUC in Tuolumne, Stanislaus, San Joaquin, Alameda, Santa Clara, San Mateo and San Francisco counties, including projects constructed under the WSIP, but excluding Direct Retail and Direct Wholesale assets.

“Retail Customers” means any customer that purchases water from San Francisco that is not a Wholesale Customer, whether located inside or outside of San Francisco.

“Retail Service Area” means the areas where SFPUC sells water to Retail Customers.

“Retail Water” means water sold by the SFPUC to its Retail Customers within and outside San Francisco.

“San Francisco” refers to the City and County of San Francisco.

“SFPUC” refers to the San Francisco Public Utilities Commission as an operating department of San Francisco, the General Manager of which reports to the Commission.

“SFPUC Bureaus” refers to the portions of the SFPUC that provide support services to the SFPUC Operating Departments. These presently consist of the General Manager’s Office, Business Services, and External Affairs.

“SFPUC Operating Departments” refers to the Water, Hetch Hetchy and Wastewater Program Enterprises under the control and management of the SFPUC pursuant to the San Francisco Charter.

“SFPUC Storage Account” refers to the book account maintained by the SFPUC showing the amount of water stored in the Southern Westside Basin pursuant to the Project Operating Agreement.

“Shared Facilities” refers to an Existing Facility that is owned by a Participating Pumper, as upgraded through the expenditure of Regional capital costs under Section 5.04 of this Agreement and operated in part as a Project Facility.

“Substantially Expended”: A bond issue series is substantially expended when 98% of the proceeds and investment earnings contributed to the project fund have been expended.

“Supply Assurance” means the 184 MGD maximum annual average metered supply of water dedicated by San Francisco to public use in the Wholesale Service Area (not including San Jose and Santa Clara) in the 1984 Agreement and Section 3.01 of this Agreement.

“Target Balance,” for purposes of determining the Wholesale Capital Fund unencumbered balance under Section 6.08.E and amended Attachment M-3 beginning in FY 2018-19, means

the sum of (i) the current year (FY 2018-19) wholesale share of the revenue funded capital appropriation for New Regional Assets pursuant to Section 5.04.B times the quotient of 4 divided by 5; plus (ii) the wholesale appropriation for the prior year (FY 2017-18) times the quotient of 3 divided by 5; plus (iii) the wholesale appropriation for the 2nd year prior (FY 2016-17) times the quotient of 2 divided by 5; plus (iv) the wholesale appropriation for the third year prior (FY 2015-16) times the quotient of 1 divided by 5. Such appropriations shall take into account any de-appropriations and/or reimbursements from bond proceeds or other sources. The fiscal years in parentheses used in this definition are for illustration purposes only.

“Temporary Modified Minimum Annual Purchase Quantity” means the minimum amount of water that a Wholesale Customer that has an Individual Supply Guarantee, which has received a permanent transfer of a portion of Individual Supply Guarantee and a portion of Minimum Annual Purchase Quantity pursuant to Section 3.04.C, agrees to purchase from San Francisco on a temporary annual basis, as described in Section 3.04.C and as specified in Attachment E-1, as may be amended from time to time pursuant to Section 2.03.C.

“Term” means the 25-year term commencing July 1, 2009, including one or both 5-year extensions authorized by Section 2.02.A and B.

“Tier 1 Shortage Plan” refers to the Water Shortage Allocation Plan (Attachment H) adopted by the SFPUC and the Wholesale Customers in conjunction with this Agreement describing the method for allocating water between the SFPUC and the Wholesale Customers collectively for shortages of up to 20% of deliveries from the Regional Water System, as amended from time-to-time.

“Water Enterprise” refers to the San Francisco Water Department (SFWD), an SFPUC Operating Department.

“Water Management Charge” refers to the charge collected by San Francisco on behalf of BAWSCA for local water resource development in the Wholesale Service Area pursuant to Section 3.06 of this Agreement.

“Water-Only,” when used with reference to Hetch Hetchy Enterprise capital costs and operating and maintenance expenses, means capital costs and expenses that are incurred solely for the construction and operation of assets used to protect water quality or to provide for the delivery of water for consumptive purposes.

“Water-Related” refers to the water related portion (45%) of Joint Hetch Hetchy Enterprise assets or expenses.

“Water Supply Development Report” refers to the annual report prepared pursuant to Section 4.05, and submitted to the Commission for purposes of estimating whether Regional Water System demand will be within the Interim Supply Limitation by June 30, 2018.

“Wheeling Statute” refers to Article 4 of Chapter 11 of the California Water Code, as amended from time to time.

“Wholesale Capital Fund” is the account established by the SFPUC for deposit of Wholesale Customer revenue that is used to fund the wholesale share of revenue-funded New Regional Assets, as described in Section 6.08.

“Wholesale Customer” or “Customers” means one or more of the 26 water customers identified in Section 1.02 that are contracting for purchase of water from San Francisco pursuant to this Agreement.

“Wholesale Revenue Coverage” refers to the additional dollar amount included in wholesale rates each fiscal year that is charged to Wholesale Customers by the SFPUC for their proportionate share of Debt Service coverage under Section 6.06.A.

“Wholesale Revenue Coverage Reserve” refers to the account established by the SFPUC for deposit of Wholesale Revenue Coverage under Section 6.06.B.

“Wholesale Revenue Requirement” means the calculated Wholesale Customer portion of SFPUC Regional Water System capital and operating costs as determined in accordance with the provisions of Article 5 of this Agreement, formerly called the “Suburban Revenue Requirement” in the 1984 Agreement.

“Wholesale Service Area” means the combined service areas of the Wholesale Customers, as delineated on the service area maps attached to each Individual Water Sales Contract.

“WSIP” refers to the Water System Improvement Program approved by the Commission in Resolution No. 08-0200 on October 30, 2008, as amended from time to time.

ATTACHMENT B

ATTACHMENT B

WHOLESALE CUSTOMER REGIONAL WATER SYSTEM PURCHASES FY 2007-2008*

(To determine 75% approval process for Section 1.02)

WHOLESALE CUSTOMER	MGD
Alameda County Water District	12.90
California Water Service Company	37.72
City of Brisbane	0.23
City of Burlingame	4.50
City of Daly City	4.49
City of East Palo Alto	2.16
City of Hayward	19.33
City of Menlo Park	3.69
City of Millbrae	2.46
City of Milpitas	6.95
City of Mountain View	10.51
City of Palo Alto	12.72
City of Redwood City	11.01
City of San Bruno	1.86
City of San Jose	4.80
City of Santa Clara	3.49
City of Sunnyvale	10.52
Coastside County Water District	2.08
Estero Municipal Improvement District	5.51
Guadalupe Valley Municipal Improvement District	0.40
Mid-Peninsula Water District	3.25
North Coast County Water District	3.25
Purissima Hills Water District	2.31
Skyline County Water District	0.16
Stanford University	2.31
Town of Hillsborough	3.83
Westborough Water District	0.95
Total	173.39

*Source: SFPUC Commercial Division Records

Note: FY 2007-2008 was a Leap Year with 366 days.

ATTACHMENT C

ATTACHMENT C
INDIVIDUAL SUPPLY GUARANTEES

	(1)	(2)
WHOLESALE CUSTOMER	100 Cubic Feet (per year)¹	Million Gallons Per Day (MGD)¹
Alameda County Water District	6,714,439	13.760
California Water Service Company ²	17,320,807	35.499
City of Brisbane	224,435	0.460
City of Burlingame	2,553,753	5.234
City of Daly City	2,094,386	4.292
City of East Palo Alto	1,689,713	3.463
City of Menlo Park	2,174,231	4.456
City of Millbrae	1,538,120	3.152
City of Milpitas	4,504,533	9.232
City of Mountain View	6,079,715	12.460
City of Palo Alto	8,087,730	16.575
City of Redwood City	5,333,115	10.930
City of San Bruno	1,583,899	3.246
City of Sunnyvale	6,138,122	12.580
Coastside County Water District	1,061,453	2.175
Estero Municipal Improvement District	2,878,807	5.900
Guadalupe Valley Municipal Improvement District	254,436	0.521
Mid-Peninsula Water District	1,898,707	3.891
North Coast County Water District	1,872,928	3.838
Purissima Hills Water District	792,832	1.625
Skyline County Water District	88,537	0.181
Stanford University	1,479,764	3.033
Town of Hillsborough	1,995,644	4.090
Westborough Water District	644,172	1.320
Total: ³	79,004,278	161.913

Footnotes:

1. 100 Cubic feet per year = Million Gallons per Day / 0.00000204946. Figures in column (1) are calculated using unrounded MGD values and are more precise than the figures listed in column (2)
2. Includes quantities from Los Trancos County Water District and Palomar Park Water District.
3. Total does not equal sum of MGD figures due to rounding. Total is not 184 MGD because the table does not include the City of Hayward. Cordilleras Mutual Water Association is not a party to this Agreement, but it has its own Supply assurance of 3,007 hundred cubic feet (CCF).

ATTACHMENT D

ATTACHMENT D

**PROCEDURE FOR PRO-RATA REDUCTION OF WHOLESALE CUSTOMERS' INDIVIDUAL
SUPPLY GUARANTEES
(SECTION 3.02).**

The 23 wholesale customers listed on Attachment C have individual Supply Guarantees that total approximately 161.9 MGD.

If the amount of water purchased from SFPUC by Hayward exceeds 22.1 MGD for three consecutive fiscal years, the individual Supply Guarantees of each of those 23 wholesale customers will be reduced as described below.

STEP ONE:

Obtain the average annual excess purchases during the three fiscal year period. For example, assume Hayward uses 25.0 MGD, 24.2 MGD and 26.0 MGD in three consecutive years. The average annual excess use for that period is 2.9 MGD; calculated as follows:

$$\frac{[25.0 \text{ MGD} + 24.2 \text{ MGD} + 26.0 \text{ MGD}]}{3} + 161.9 \text{ MGD} = 186.9 \text{ MGD}$$

$$186.9 \text{ MGD} - 184.0 \text{ MGD} = 2.9 \text{ MGD}$$

STEP TWO:

Allocate the excess purchases among the 23 Wholesale Customers in proportion to each customer's Supply Guarantee as a percentage of the total Supply Guarantees (161.9 MGD as of FY 2009-10).

For example, assume that Wholesale Customer A's Supply Guarantee is 12.0 MGD. Wholesale Customer A's percentage share of the total individual supply guarantees is 0.074, calculated as follows:

$$\frac{12.0 \text{ MGD}}{161.9 \text{ MGD}} = 0.074$$

and its share of the excess use is 0.22 MGD, calculated as follows:

$$2.9 \text{ MGD} \times 0.074 = 0.22 \text{ MGD}$$

STEP THREE:

Determine Wholesale Customer's adjusted Supply Guarantee by subtracting the result of Step Two from the Wholesale Customer's Supply Guarantee:

$$12 \text{ MGD} - 0.22 \text{ MGD} = 11.78 \text{ MGD}$$

* * * * *

Adjustments will be made at intervals comprised of distinct three-year periods of use by Hayward in excess of 22.1 MGD rather than overlapping periods. For example, assuming that the first adjustment were to occur in FY 2014-15 (based on use during FY 2011-12, FY 2012-13 and FY 2013-14), a second adjustment will not occur earlier than three full fiscal years thereafter (i.e., FY 2017-18, based on use by Hayward in FY 2014-15, FY 2015-16 and FY 2016-17). The figures used in the second and subsequent adjustments will reflect previous adjustments. For example, a second adjustment will use 158.9 MGD as the total of individual Supply Guarantees (161.6 MGD - 2.7 MGD = 158.9 MGD).

For purposes of simplicity, the volumetric units used in the foregoing example are MGD. For actual adjustment calculations, the unit employed will be hundreds of cubic feet ("ccf"), the unit by which the SFPUC measures water deliveries for billing purposes.

The procedure described and illustrated above is independent of and unrelated to the establishment by the SFPUC of Interim Supply Limitations described in Article 4.

ATTACHMENT E

ATTACHMENT E**MINIMUM ANNUAL PURCHASE QUANTITIES
(Section 3.07.C)**

AGENCY	MINIMUM ANNUAL PURCHASE QUANTITY (IN MGD)
Alameda County Water District	7.648
City of Milpitas	5.341
City of Mountain View	8.930
City of Sunnyvale	8.930

ATTACHMENT E-1

TEMPORARY MODIFIED MINIMUM ANNUAL PURCHASE QUANTITIES

(Sections 3.04 and 3.07.C)

AGENCY	TEMPORARY MODIFIED MINIMUM ANNUAL PURCHASE QUANTITY (IN MGD)	EFFECTIVE FISCAL YEAR OF TEMPORARY MODIFIED MINIMUM ANNUAL PURCHASE QUANTITY

Attachment E-2

Illustrations of a Transfer of a Portion of a Minimum Annual Purchase Quantity Pursuant to Sections 3.04 and 3.07.C

Scenario 1: Transferee Not Already Subject to Temporary or Permanent Minimum Annual Purchase Requirements of Section 3.07.C

Line #	Wholesale Customer	A Pre-Transfer Permanent Minimum Purchase ¹	B 5 Previous Non- Drought-Year Average Usage	C Minimum Purchase Transfer	D = B + C Temporary Modified Minimum Purchase	E = A + C Post-Transfer Permanent Minimum Purchase
1	Transferor X	5.0	4.5	(1.0)	N/A	4.0
2	Transferee Z	N/A	6.0	1.0	7.0	1.0

	Year 0 <i>Pre-Transfer</i>	Year 1 <i>Transfer Effective</i>	Year 2	Year 3	Year 4 <i>1st Year Meeting Temp Min</i>	Year 5	Year 6 <i>3rd Year Meeting Temp Min</i>	Year 7	Year 8
Transferor X									
3 <i>Applicable Minimum Purchase</i> ²	5.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
4 Annual Purchase	4.5	4.5	4.0	3.5	4.0	4.0	4.5	4.0	3.5
5 = 3 - 4 <i>Imputed Sales</i>	0.5	-	-	0.5	-	-	-	-	0.5
6 = 4 + 5 <i>Total Purchases</i>	5.0	4.5	4.0	4.0	4.0	4.0	4.5	4.0	4.0
Transferee Z									
7 <i>Applicable Minimum Purchase</i>	N/A	7.0	7.0	7.0	7.0	7.0	7.0	1.0	1.0
8 Annual Purchase	6.0	6.0	6.5	6.5	7.0	7.0	7.5	7.0	7.5
9 = 7 - 8 <i>Imputed Sales</i>	-	1.0	0.5	0.5	-	-	-	-	-
10 = 8 + 9 <i>Total Purchases</i>	6.0	7.0	7.0	7.0	7.0	7.0	7.5	7.0	7.5

¹ "Minimum Purchase" and "Permanent Minimum Purchase" are used in the tables in this Attachment E-2 as shorthand references to the term Minimum Annual Purchase Quantity.

² "Applicable Minimum Purchase" is used in the tables in this Attachment E-2 to mean the larger of (a) or (b), as applicable: (a) the Wholesale Customer's Minimum Annual Purchase Quantity, as specified in Attachment E, or (b) the Wholesale Customer's Temporary Modified Minimum Annual Purchase Quantity, as specified in Attachment E-1.

Attachment E-2

Illustrations of a Transfer of a Portion of a Minimum Annual Purchase Quantity Pursuant to Sections 3.04 and 3.07.C

Scenario 2: Transferee Already Subject to Permanent Minimum Annual Purchase Requirement

Line #	Wholesale Customer	A Pre-Transfer Permanent Minimum Purchase ¹	B 5 Previous Non- Drought-Year Average Usage	C Minimum Purchase Transfer	D = B + C Temporary Modified Minimum Purchase	E = A + C Post-Transfer Permanent Minimum Purchase
1	Transferor X	5.0	4.5	(1.0)	N/A	4.0
2	Transferee Z	1.0	6.0	1.0	7.0	2.0

	Year 0 <i>Pre-Transfer</i>	Year 1 <i>Transfer Effective</i>	Year 2	Year 3 <i>Meets Temp Min but Not Consecutive</i>	Year 4	Year 5 <i>1st Year Meeting Temp Min</i>	Year 6	Year 7 <i>3rd Consecutive Year Meeting Temp Min</i>	Year 8
Transferor X									
3 <i>Applicable Minimum Purchase</i> ²	5.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
4 Annual Purchase	4.5	4.5	4.0	3.5	4.0	4.0	4.5	4.0	3.5
5 = 3 - 4 <i>Imputed Sales</i>	0.5	-	-	0.5	-	-	-	-	0.5
6 = 4 + 5 <i>Total Purchases</i>	5.0	4.5	4.0	4.0	4.0	4.0	4.5	4.0	4.0
Transferee Z									
7 <i>Permanent Minimum Purchase</i>	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	2.0
8 <i>Applicable Minimum Purchase</i>	1.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	2.0
9 Annual Purchase	6.0	6.5	6.5	7.0	6.5	7.0	7.5	8.0	7.5
10 = 8 - 9 <i>Imputed Sales</i>	-	0.5	0.5	-	0.5	-	-	-	-
11 = 9 + 10 <i>Total Purchases</i>	6.0	7.0	7.0	7.0	7.0	7.0	7.5	8.0	7.5

¹ "Minimum Purchase" and "Permanent Minimum Purchase" are used in the tables in this Attachment E-2 as shorthand references to the term Minimum Annual Purchase Quantity.

² "Applicable Minimum Purchase" is used in the tables in this Attachment E-2 to mean the larger of (a) or (b), as applicable: (a) the Wholesale Customer's Minimum Annual Purchase Quantity, as specified in Attachment E, or (b) the Wholesale Customer's Temporary Modified Minimum Annual Purchase Quantity, as specified in Attachment E-1.

Attachment E-2

Illustrations of a Transfer of a Portion of a Minimum Annual Purchase Quantity Pursuant to Sections 3.04 and 3.07.C

Scenario 3: Transferee Already Subject to Temporary Minimum Annual Purchase Requirement

Line #	Wholesale Customer	A Pre-Transfer Permanent Minimum Purchase ¹	B 5 Previous Non- Drought-Year Average Usage	C Existing Temporary Modified Minimum	D Minimum Purchase Transfer	E ³ Temporary Modified Minimum Purchase ⁴	F = A + D Post-Transfer Permanent Minimum ⁵			
1	Transferor X	5.0	4.5	N/A	(1.0)	N/A	4.0			
2	Transferor Y	3.0	3.0	N/A	(1.0)	N/A	2.0			
3	Transferee Z									
4	Transfer 1: X -> Z	N/A	4.0	N/A	1.0	5.0	1.0			
5	Transfer 2: Y -> Z	N/A	N/A3	5.0	1.0	6.0	2.0			

	Year 0 Pre-Transfer	Year 1 Transfer 1 Effective	Year 2 1st Year Meeting Temp Min 1	Year 3 Transfer 2 Effective	Year 4 3rd Year Meeting Temp Min 1	Year 5 1st Year Meeting Temp Min 2	Year 6	Year 7 3rd Year Meeting Temp Min 2	Year 8
Transferor X									
6 Applicable Minimum Purchase ²	5.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
7 Annual Purchase	4.5	4.5	4.0	3.5	4.0	4.0	4.5	4.0	3.5
8 = 6 - 7 Imputed Sales	0.5	-	-	0.5	-	-	-	-	0.5
9 = 7 + 8 Total Purchases	5.0	4.5	4.0	4.0	4.0	4.0	4.5	4.0	4.0
Transferor Y									
10 Applicable Minimum Purchase	3.0	3.0	3.0	2.0	2.0	2.0	2.0	2.0	2.0
11 Annual Purchase	3.0	2.5	3.5	2.5	2.5	2.0	1.5	2.5	2.0
12 = 10 - 11 Imputed Sales	-	0.5	-	-	-	-	0.5	-	-
13 = 11 + 12 Total Purchases	3.0	3.0	3.5	2.5	2.5	2.0	2.0	2.5	2.0
Transferee Z									
14 Permanent Minimum Purchase	N/A	N/A	N/A	N/A	N/A	1.0	1.0	1.0	2.0
15 Applicable Minimum Purchase	N/A	5.0	5.0	6.0	6.0	6.0	6.0	6.0	2.0
16 Annual Purchase	4.0	4.5	5.0	5.0	5.5	6.0	6.0	6.5	6.0
17 = 15 - 16 Imputed Sales	-	0.5	-	1.0	0.5	-	-	-	-
18 = 16 + 17 Total Purchases	4.0	5.0	5.0	6.0	6.0	6.0	6.0	6.5	6.0

¹ "Minimum Purchase" and "Permanent Minimum Purchase" are used in the tables in this Attachment E-2 as shorthand references to the term Minimum Annual Purchase Quantity.

² "Applicable Minimum Purchase" is used in the tables in this Attachment E-2 to mean the larger of (a) or (b), as applicable: (a) the Wholesale Customer's Minimum Annual Purchase Quantity, as specified in Attachment E, or (b) the Wholesale Customer's Temporary Modified Minimum Annual Purchase Quantity, as specified in Attachment E-1.

³ The Temporary Modified Minimum Purchase for Transfer 1 is E = B + D; the Temporary Modified Minimum Purchase for Transfer 2 is E = C + D.

⁴ If a transferee already has a Temporary Modified Minimum Annual Purchase Quantity, the additional Minimum Annual Purchase Quantity from transfer 2 is added to the transferee's existing Temporary Modified Minimum Annual Purchase Quantity, not to the transferee's 5 non-drought-year average usage.

⁵ Cumulative total, including transfers 1 and 2.

ATTACHMENT F

ATTACHMENT F**WATER SALES CONTRACT**

This Contract, dated as of _____, 2009, is entered into by and between the City and County of San Francisco ("San Francisco") and

 _____ ("Customer").

RECITALS

San Francisco and the Customer have entered into a Water Supply Agreement ("WSA"), which sets forth the terms and conditions under which San Francisco will continue to furnish water for domestic and other municipal purposes to Customer and to other Wholesale Customers. The WSA contemplates that San Francisco and each individual Wholesale Customer will enter into an individual contract describing the location or locations at which water will be delivered to each customer by the San Francisco Public Utilities Commission ("SFPUC"), the customer's service area within which water so delivered is to be sold, and other provisions unique to the individual purchaser. This Water Sales Contract is the individual contract contemplated by the WSA.

AGREEMENTS OF THE PARTIES**1. Incorporation of the WSA**

The terms and conditions of the WSA are incorporated into this Contract as if set forth in full herein.

2. Term

Unless explicitly provided to the contrary in Article 9 of the WSA, the term of this Contract shall be identical to that provided in Section ____ of the WSA.

3. Service Area

Water delivered by San Francisco to the Customer may be used or sold within the service area shown on the map designated Exhibit A attached hereto. Except as provided in Section ____ of the WSA, Customer shall not deliver or sell any water provided by San Francisco outside of this area without the prior written consent of the General Manager of the SFPUC.

4. Location and Description of Service Connections

Sale and delivery of water to Customer will be made through a connection or connections to the SFPUC Regional Water System at the location or locations shown on Exhibit A attached hereto and with the applicable present account number, description, connection size, and meter size shown on Exhibit B attached hereto.

5. Interties With Other Systems.

Customer maintains interties with neighboring water systems at the location or locations shown on Exhibit A attached hereto and with the connection size(s) as shown on Exhibit C attached hereto.

6. Billing and Payment

San Francisco shall compute the amounts of water delivered and bill Customer therefor on a monthly basis. The bill shall show the separate components of the charge (e.g., service, consumption, demand). Customer shall pay the amount due within thirty (30) days after receipt of the bill.

If Customer disputes the accuracy of any portion of the water bill it shall (a) notify the General Manager of the SFPUC in writing of the specific nature of the dispute and (b) pay the undisputed portion of the bill within thirty (30) days after receipt. Customer shall meet with the General Manager of the SFPUC or a delegate to discuss the disputed portion of the bill.

7., 8., 9... Other Specialized Provisions

[Certain Wholesale Customers will require additional provisions in their individual contracts addressed to issues such as minimum and/or maximum water delivery quantities, prior authorized wheeling arrangements, maximum expansion of the service area, etc. These and other provisions addressing issues unique to the particular Wholesale Customer may be added here, subject to the provisions of Section 9.01 of the WSA.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract, to become effective upon the effectiveness of the WSA, by their duly authorized representatives.

CITY AND COUNTY OF SAN FRANCISCO Acting by and through its Public Utilities Commission BY _____ Edward Harrington General Manager	Date: _____, 2009
NAME OF WHOLESALE CUSTOMER BY _____ Name: Title:	Date: _____, 2009

Note: This attachment is provided for the convenience of the prospective parties to the Water Supply Agreement and associated individual contracts. The format may be modified as desired by San Francisco and Wholesale Customer, subject to Section 9.01 of the WSA.

ATTACHMENT G

http://sfwater.org/cfapps/wholesale/detailPage.cfm?c_id=3739



San Francisco
Water Power Sewer
 Services of the San Francisco Public Utilities Commission

Water Quality Notifications and Communications Plan

MARCH 2017 • REVISION 6

UPDATED BY:

SFPUC WATER QUALITY DIVISION

AND



MWH® now part of



Stantec

ATTACHMENT H

ATTACHMENT H

WATER SHORTAGE ALLOCATION PLAN

This Interim Water Shortage Allocation Plan (“Plan”) describes the method for allocating water between the San Francisco Public Utilities Commission (“SFPUC”) and the Wholesale Customers collectively during shortages caused by drought. The Plan implements a method for allocating water among the individual Wholesale Customers which has been adopted by the Wholesale Customers. The Plan includes provisions for transfers, banking, and excess use charges. The Plan applies only when the SFPUC determines that a system-wide water shortage due to drought exists, and all references to “shortages” and “water shortages” are to be so understood. This Plan was adopted pursuant to Section 7.03(a) of the 1984 Settlement Agreement and Master Water Sales Contract and has been updated to correspond to the terminology used in the June 2009 Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County (“Agreement”).

SECTION 1. SHORTAGE CONDITIONS

1.1. Projected Available SFPUC Water Supply. The SFPUC shall make an annual determination as to whether or not a shortage condition exists. The determination of projected available water supply shall consider, among other things, stored water, projected runoff, water acquired by the SFPUC from non-SFPUC sources, inactive storage, reservoir losses, allowance for carryover storage, and water bank balances, if any, described in Section 3.

1.2 Projected SFPUC Purchases. The SFPUC will utilize purchase data, including volumes of water purchased by the Wholesale Customers and by Retail Customers (as those terms are used in the Agreement) in the year immediately prior to the drought, along with other available relevant information, as a basis for determining projected system-wide water purchases from the SFPUC for the upcoming year.

1.3. Shortage Conditions. The SFPUC will compare the available water supply (Section 1.1) with projected system-wide water purchases (Section 1.2). A shortage condition exists if the SFPUC determines that the projected available water supply is less than projected system-wide water purchases in the upcoming Supply Year (defined as the period from July 1 through June 30). When a shortage condition exists, SFPUC will determine whether voluntary or mandatory actions will be required to reduce purchases of SFPUC water to required levels.

1.3.1 Voluntary Response. If the SFPUC determines that voluntary actions will be sufficient to accomplish the necessary reduction in water use throughout its service area, the SFPUC and the Wholesale Customers will make good faith efforts to reduce their water purchases to stay within their annual shortage allocations and associated monthly water use budgets. The SFPUC will not impose excess use charges during periods of voluntary rationing, but may suspend the prospective accumulation of water bank credits, or impose a ceiling on further accumulation of bank credits, consistent with Section 3.2.1 of this Plan.

1.3.2 Mandatory Response. If the SFPUC determines that mandatory actions will be required to accomplish the necessary reduction in water use in the SFPUC service area, the SFPUC may implement excess use charges as set forth in Section 4 of this Plan.

1.4. Period of Shortage. A shortage period commences when the SFPUC determines that a water shortage exists, as set forth in a declaration of water shortage emergency issued by the SFPUC pursuant to California Water Code Sections 350 et seq. Termination of the water shortage emergency will be declared by resolution of the SFPUC.

SECTION 2. SHORTAGE ALLOCATIONS

2.1. Annual Allocations between the SFPUC and the Wholesale Customers. The annual water supply available during shortages will be allocated between the SFPUC and the collective Wholesale Customers as follows:

Level of System Wide Reduction in Water Use Required	Share of Available Water	
	SFPUC Share	Wholesale Customers Share
5% or less	35.5%	64.5%
6% through 10%	36.0%	64.0%
11% through 15%	37.0%	63.0%
16% through 20%	37.5%	62.5%

The water allocated to the SFPUC shall correspond to the total allocation for all Retail Customers. In the event that the SFPUC share of the available water supply in the above table results in Retail Customers having a positive allocation (i.e., a supply of additional water rather than a required percentage reduction in water use), the SFPUC's percentage share of the available water supply in the table shall be reduced to eliminate any positive allocation to Retail Customers, with a corresponding increase in the percentage share of the available water supply allocated to the Wholesale Customers. For any level of required reduction in system-wide water use during shortages, the SFPUC shall require Retail Customers to conserve a minimum of 5%, with any resulting reallocated supply credited to storage for inclusion in calculation of projected available water SFPUC water supply in a subsequent year (Section 1.1).

The parties agree to reevaluate the percentages of the available water supply allocated to Retail and Wholesale Customers by May 1, 2028.

2.2 Annual Allocations among the Wholesale Customers. The annual water supply allocated to the Wholesale Customers collectively during system wide shortages of 20 percent or less will be apportioned among them based on a methodology adopted by all of the Wholesale Customers, as described in Section 3.11(C) of the Agreement. In any year for which the methodology must be applied, the Bay Area Water Supply and Conservation Agency ("BAWSCA") will calculate each Wholesale Customer's individual percentage share of the amount of water allocated to the Wholesale Customers collectively pursuant to Section 2.1. Following the declaration or reconfirmation of a water shortage emergency by the SFPUC, BAWSCA will deliver to the SFPUC General Manager a list, signed by the President of BAWSCA's Board of Directors and

its General Manager, showing each Wholesale Customer together with its percentage share and stating that the list has been prepared in accordance with the methodology adopted by the Wholesale Customers. The SFPUC shall allocate water to each Wholesale Customer, as specified in the list. The shortage allocations so established may be transferred as provided in Section 2.5 of this Plan. If BAWSCA or all Wholesale Customers do not provide the SFPUC with individual allocations, the SFPUC may make a final allocation decision after first meeting and discussing allocations with BAWSCA and the Wholesale Customers.

The methodology adopted by the Wholesale Customers utilizes the rolling average of each individual Wholesale Customer's purchases from the SFPUC during the three immediately preceding Supply Years. The SFPUC agrees to provide BAWSCA by November 1 of each year a list showing the amount of water purchased by each Wholesale Customer during the immediately preceding Supply Year. The list will be prepared using Customer Service Bureau report MGT440 (or comparable official record in use at the time), adjusted as required for any reporting errors or omissions, and will be transmitted by the SFPUC General Manager or his designee.

2.3. Limited Applicability of Plan to System Wide Shortages Greater Than Twenty Percent.

The allocations of water between the SFPUC and the Wholesale Customers collectively, provided for in Section 2.1, apply only to shortages of 20 percent or less. The SFPUC and Wholesale Customers recognize the possibility of a drought occurring which could create system-wide shortages greater than 20 percent despite actions taken by the SFPUC aimed at reducing the probability and severity of water shortages in the SFPUC service area. If the SFPUC determines that a system wide water shortage greater than 20 percent exists, the SFPUC and the Wholesale Customers agree to meet within 10 days and discuss whether a change is required to the allocation set forth in Section 2.1 in order to mitigate undue hardships that might otherwise be experienced by individual Wholesale Customers or Retail Customers. Following these discussions, the Tier 1 water allocations set forth in Section 2.1 of this Plan, or a modified version thereof, may be adopted by mutual written consent of the SFPUC and the Wholesale Customers. If the SFPUC and Wholesale Customers meet and cannot agree on an appropriate Tier 1 allocation within 30 days of the SFPUC's determination of water shortage greater than 20 percent, then (1) the provisions of Section 3.11(C) of the Agreement will apply, unless (2) all of the Wholesale Customers direct in writing that a Tier 2 allocation methodology agreed to by them be used to apportion the water to be made available to the Wholesale Customers collectively, in lieu of the provisions of Section 3.11(C).

The provisions of this Plan relating to transfers (in Section 2.5), banking (in Section 3), and excess use charges (in Section 4) shall continue to apply during system-wide shortages greater than 20 percent.

2.4. Monthly Water Budgets. Within 10 days after adopting a declaration of water shortage emergency, the SFPUC will determine the amount of Tier 1 water allocated to the Wholesale Customers collectively pursuant to Section 2.1. The SFPUC General Manager, using the Tier 2 allocation percentages shown on the list delivered by BAWSCA pursuant to Section 2.2, will calculate each Wholesale Customer's individual annual allocation. The SFPUC General Manager, or his designee, will then provide each Wholesale Customer with a proposed schedule of monthly water budgets based on the pattern of monthly water purchases during the Supply Year immediately preceding the declaration of shortage (the "Default Schedule"). Each

Wholesale Customer may, within two weeks of receiving its Default Schedule, provide the SFPUC with an alternative monthly water budget that reschedules its annual Tier 2 shortage allocation over the course of the succeeding Supply Year. If a Wholesale Customer does not deliver an alternative monthly water budget to the SFPUC within two weeks of its receipt of the Default Schedule, then its monthly budget for the ensuing Supply Year shall be the Default Schedule proposed by the SFPUC.

Monthly Wholesale Customer water budgets will be derived from annual Tier 2 allocations for purposes of accounting for excess use. Monthly Wholesale Customer water budgets shall be adjusted during the year to account for transfers of shortage allocation under Section 2.5 and transfers of banked water under Section 3.4.

2.5. Transfers of Shortage Allocations. Voluntary transfers of shortage allocations between the SFPUC and any Wholesale Customers, and between any Wholesale Customers, will be permitted using the same procedure as that for transfers of banked water set forth in Section 3.4. The SFPUC and BAWSCA shall be notified of each transfer. Transfers of shortage allocations shall be deemed to be an emergency transfer and shall become effective on the third business day after notice of the transfer has been delivered to the SFPUC. Transfers of shortage allocations shall be in compliance with Section 3.05 of the Agreement. The transferring parties will meet with the SFPUC, if requested, to discuss any effect the transfer may have on its operations.

SECTION 3. SHORTAGE WATER BANKING

3.1. Water Bank Accounts. The SFPUC shall create a water bank account for itself and each Wholesale Customer during shortages in conjunction with its resale customer billing process. Bank accounts will account for amounts of water that are either saved or used in excess of the shortage allocation for each agency; the accounts are not used for tracking billings and payments. When a shortage period is in effect (as defined in Section 1.4), the following provisions for bank credits, debits, and transfers shall be in force. A statement of bank balance for each Wholesale Customer will be included with the SFPUC's monthly water bills.

3.2. Bank Account Credits. Each month, monthly purchases will be compared to the monthly budget for that month. Any unused shortage allocation by an agency will be credited to that agency's water bank account. Credits will accumulate during the entire shortage period, subject to potential restrictions imposed pursuant to Section 3.2.1. Credits remaining at the end of the shortage period will be zeroed out; no financial or other credit shall be granted for banked water.

3.2.1. Maximum Balances. The SFPUC may suspend the prospective accumulation of credits in all accounts. Alternatively, the SFPUC may impose a ceiling on further accumulation of credits in water bank balances based on a uniform ratio of the bank balance to the annual water allocation. In making a decision to suspend the prospective accumulation of water bank credits, the SFPUC shall consider the available water supply as set forth in Section 1.1 of this Plan and other reasonable, relevant factors.

3.3. Account Debits. Each month, monthly purchases will be compared to the budget for that month. Purchases in excess of monthly budgets will be debited against an agency's water bank account. Bank debits remaining at the end of the fiscal year will be subject to excess use charges (see Section 4).

3.4. Transfers of Banked Water. In addition to the transfers of shortage allocations provided for in Section 2.5, voluntary transfers of banked water will also be permitted between the SFPUC and any Wholesale Customer, and among the Wholesale Customers. The volume of transferred water will be credited to the transferee's water bank account and debited against the transferor's water bank account. The transferring parties must notify the SFPUC and BAWSCA of each transfer in writing (so that adjustments can be made to bank accounts), and will meet with the SFPUC, if requested, to discuss any affect the transfer may have on SFPUC operations. Transfers of banked water shall be deemed to be an emergency transfer and shall become effective on the third business day after notice of the transfer has been delivered to the SFPUC. If the SFPUC incurs extraordinary costs in implementing transfers, it will give written notice to the transferring parties within ten (10) business days after receipt of notice of the transfer. Extraordinary costs means additional costs directly attributable to accommodating transfers and which are not incurred in non-drought years nor simply as a result of the shortage condition itself. Extraordinary costs shall be calculated in accordance with the procedures in the Agreement and shall be subject to the disclosure and auditing requirements in the Agreement. In the case of transfers between Wholesale Customers, such extraordinary costs shall be considered to be expenses chargeable solely to individual Wholesale Customers and shall be borne equally by the parties to the transfer. In the case of transfers between the SFPUC and a Wholesale Customer, the SFPUC's share of any extraordinary transfer costs shall not be added to the Wholesale Revenue Requirement.

3.4.1. Transfer Limitations. The agency transferring banked water will be allowed to transfer no more than the accumulated balance in its bank. Transfers of estimated prospective banked credits and the "overdrafting" of accounts shall not be permitted. The price of transfer water originally derived from the SFPUC system is to be determined by the transferring parties and is not specified herein. Transfers of banked water shall be in compliance with Section 3.05 of the Agreement.

SECTION 4. WHOLESALE EXCESS USE CHARGES

4.1. Amount of Excess Use Charges. Monthly excess use charges shall be determined by the SFPUC at the time of the declared water shortage consistent with the calendar in Section 6 and in accordance with Section 6.03 of the Agreement. The excess use charges will be in the form of multipliers applied to the rate in effect at the time the excess use occurs. The same excess use charge multipliers shall apply to the Wholesale Customers and all Retail Customers. The excess use charge multipliers apply only to the charges for water delivered at the rate in effect at the time the excess use occurred.

4.2 Monitoring Suburban Water Use. During periods of voluntary rationing, water usage greater than a customer's allocation (as determined in Section 2) will be indicated on each SFPUC monthly water bill. During periods of mandatory rationing, monthly and cumulative water usage greater than a Wholesale Customer's shortage allocation and the associated excess use charges will be indicated on each SFPUC monthly water bill.

4.3. Suburban Excess Use Charge Payments. An annual reconciliation will be made of monthly excess use charges according to the calendar in Section 6. Annual excess use charges will be calculated by comparing total annual purchases for each Wholesale Customer with its

annual shortage allocation (as adjusted for transfers of shortage allocations and banked water, if any). Excess use charge payments by those Wholesale Customers with net excess use will be paid according to the calendar in Section 6. The SFPUC may dedicate excess use charges paid by Wholesale Customers toward the purchase of water from the State Drought Water Bank or other willing sellers in order to provide additional water to the Wholesale Customers. Excess use charges paid by the Wholesale Customers constitute Wholesale Customer revenue and shall be included within the SFPUC's annual Wholesale Revenue Requirement calculation.

SECTION 5. GENERAL PROVISIONS GOVERNING WATER SHORTAGE ALLOCATION PLAN

5.1. Construction of Terms. This Plan 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 another party.

5.2. Governing Law. This Plan is made under and shall be governed by the laws of the State of California.

5.3. Effect on Agreement. This Plan describes the method for allocating water between the SFPUC and the collective Wholesale Customers during system-wide water shortages of 20 percent or less. This Plan also provides for the SFPUC to allocate water among the Wholesale Customers in accordance with directions provided by the Wholesale Customers through BAWSCA under Section 2.2, and to implement a program by which such allocations may be voluntarily transferred among the Wholesale Customers. The provisions of this Plan are intended to implement Section 3.11(C) of the Agreement and do not affect, change or modify any other section, term or condition of the Agreement.

5.4. Inapplicability of Plan to Allocation of SFPUC System Water During Non-Shortage Periods. The SFPUC's agreement in this Plan to a respective share of SFPUC system water during years of shortage shall not be construed to provide a basis for the allocation of water between the SFPUC and the Wholesale Customers when no water shortage emergency exists.

5.5. Termination. This Plan shall expire at the end of the Term of the Agreement.. The SFPUC and the Wholesale Customers can mutually agree to revise or terminate this Plan prior to that date due to changes in the water delivery capability of the SFPUC system, the acquisition of new water supplies, and other factors affecting the availability of water from the SFPUC system during times of shortage.

SECTION 6. ALLOCATION CALENDAR

6.1. Annual Schedule. The annual schedule for the shortage allocation process is shown below. This schedule may be changed by the SFPUC to facilitate implementation.

6.1.1**In All Years**

1. SFPUC delivers list of annual purchases by each Wholesale Customer during the immediately preceding Supply Year
2. SFPUC meets with the Wholesale Customers and presents water supply forecast for the following Supply Year
3. SFPUC issues initial estimate of available water supply
4. SFPUC announces potential first year of drought (if applicable)
5. SFPUC and Wholesale Customers meet upon request to exchange information concerning water availability and projected system-wide purchases
6. SFPUC issues revised estimate of available water supply, and confirms continued potential shortage conditions, if applicable
7. SFPUC issues final estimate of available water supply
8. SFPUC determines amount of water available to Wholesale Customers collectively

Target Dates

November 1

February

February 1

February 1

February 1-May 31

March 1

April 15th or sooner if adequate snow course measurement data is available to form a robust estimate on available water supply for the coming year.

April 15th or sooner if adequate snow course measurement data is available to form a robust estimate on available water supply for the coming year.

In Drought Years

9. SFPUC formally declares the existence of water shortage emergency (or end of water shortage emergency, if applicable) under Water Code Sections 350 et. seq.
10. SFPUC declares the need for a voluntary or mandatory response
11. BAWSCA submits calculation to SFPUC of individual Wholesale Customers' percentage shares of water allocated to Wholesale Customers collectively
12. SFPUC determines individual shortage allocations, based on BAWSCA's submittal of individual agency percentage shares to SFPUC, and monthly water budgets (Default Schedule)
13. Wholesale Customers submit alternative monthly water budgets (optional)
14. Final drought shortage allocations are issued for the Supply Year beginning July 1 through June 30
15. Monthly water budgets become effective

Target Dates

April 15-30

April 15-30

April 15- 30

April 25—May 10

May 8-May 24

June 1

July 1

August 1 (of the beginning year) through June 30 (of the succeeding year)

August of the succeeding year

16. Excess use charges indicated on monthly Suburban bills
17. Excess use charges paid by Wholesale Customers for prior year

ATTACHMENT I

[NOT USED]

ATTACHMENT J

ATTACHMENT J

DEFINITIONS AND FORMULAS FOR
CALCULATING PROPORTIONAL ANNUAL WATER USE

TABLE OF CONTENTS

This Attachment contains four sections, three figures, and five tables.

Section A:	Water Meters
Section B:	Calculation of Proportional Annual Water Use
Section C:	Data Requirements and Schedule
Section D:	County Line and In-City Terminal Reservoir Meter Calibration and Maintenance
Figure 1:	Locations of SFPUC County-Line Meters and In-City Terminal Reservoirs
Figure 2:	Generalized Schematic of Lake Merced Pump Station
Figure 3:	Locations of System Input and In-Line Meters
Table 1:	Base Usage and Allocation Rates
Table 2:	Locations of SFPUC County-line Meters and In-City Terminal Reservoirs
Table 3:	Locations of SFPUC System Input and In-line Meters
Table 4:	County-line Meters, In-City Terminal Reservoirs and Associated Metering Equipment
Table 5:	Meter Calibration and Maintenance Frequency

Table 1 presents the format for the water usage and allocation rate calculations for reference and to illustrate the definitions and formulas described in Sections A through C. Tables 2 and 3 list the meters whose locations are shown on Figures 1 and 3, respectively. Table

4 identifies the type of meter and associated metering equipment for the County-line Meters and Terminal Reservoirs. Table 5 identifies the meter calibration and maintenance frequency for the meters and equipment listed in Table 4.

SECTION A. WATER METERS

1. General

The Agreement provides that certain operating and maintenance expenses and the capital cost of certain categories of utility plant in service are to be allocated between San Francisco and the Wholesale Customers on the basis of proportionate annual usage of the Regional Water System. The purpose of this Attachment is to describe the meters and illustrate the method by which proportionate annual usage will be calculated.

2. Units of Measurement, Rounding, Conversion

The SFPUC will compile the usage data required to complete Table 1 annually. The units of measurement and conventions for converting and rounding will be as follows.

The data in the Table 1 will be presented, and the calculations contemplated by this Attachment shown, in units of millions of gallons per day (mgd), rounded to the nearest tenth of an mgd. Percentages (e.g., the City and Wholesale usage rates) shall be carried to two digits to the right of the decimal point and reduction factors shall be carried to four digits to the right of the decimal point. Data compiled by the SFPUC in units of hundreds of cubic feet per year (ccf) shall be converted to mgd by multiplying hundreds of cubic feet per year by 0.0000020493 (or 2.0493×10^{-6}) for non-leap years and 0.0000020437 (or 2.0437×10^{-6}) for leap years.

In rounding, if the rightmost digit dropped is 0 through 4, the preceding digit shall be left unchanged; if the rightmost digit dropped is 5 through 9, the preceding digit shall be increased by 1.

3. Location of Meters/Gauges

The SFPUC presently maintains meters and gauges that have been used to determine the proportionate usage of the Regional Water System, in accordance with the methods and calculations described in Exhibit J to the 1984 contract between San Francisco and the Wholesale Customers. These meters consist of “County-Line Meters,” “In-City Terminal Reservoir Meters” and “System Input and In-line Meters” as described in the following subsections. As new capital improvement projects are designed and constructed by the SFPUC, it may be necessary for new meters to be installed to ensure continued accurate determinations of the proportionate usage of the Regional Water System. “Planned meters” are included in the following subsections where planned capital improvement projects are likely to require the installation of additional meters.

a. County-line Meters

The SFPUC presently maintains meters at or near the San Mateo-San Francisco County line to measure flow through all transmission pipelines entering the City (“County-line Meters”). The existing and planned County-line Meters are listed in Table 2 and shown on Figures 1 and 2. Additional details pertaining to the County-line meters located at the Lake Merced Pump Station, and specifically to water deliveries from the pump station to Sunset Reservoir, Sutro Reservoir, and Lake Merced are provided below.

(1) County-Line deliveries to Sunset and Sutro Reservoirs

Water delivered to the City through the Sunset Supply Pipeline may be pumped from the Lake Merced Pump Station to either Sunset Reservoir or Sutro Reservoir located within the City. When water is pumped from the Lake Merced Pump Station to both Sunset and Sutro reservoirs simultaneously, the recording instrumentation on the Sunset and Sutro venturi meters are designed to record flows through both meters.

When water is pumped to Sutro Reservoir only (typically utilizing Pump No. 4 at the

Lake Merced Pump Station), the source water is from the Sunset Reservoir (not the County-line), and the direction of flow through the Sunset venturi meter is reversed. Under this pumping scenario, the recording instrumentation on the Sunset and Sutro venturi meters are designed to not record flow on their respective recorders such that the in-City transfer of water between Sunset and Sutro Reservoirs is not included as a County-line delivery to the City. Figure 2 provides a generalized schematic of the Lake Merced Pump Station and the typical direction of flow from the County-line, through the pump station.

(2) County-line deliveries to Lake Merced

In order to raise and maintain water levels in Lake Merced, the SFPUC occasionally delivers water directly from the Regional Water System to Lake Merced. Deliveries from the Regional Water System to Lake Merced are accomplished at the Lake Merced Pump Station. The procedure involves operating valves on the suction side of Sunset Pump No. 2 such that water may flow by gravity in the Sunset Supply Pipeline, from San Mateo County, across the County-line and into San Francisco, through Lake Merced Pump Station and into the Lake Merced wet well. A 16-inch pipeline connection on the suction side of Sunset Pump No. 2 allows for deliveries of water to the wet well (see Figure 2). Water deliveries from the Regional Water System to Lake Merced are considered County-line deliveries and an in-City usage in the calculation of water allocation rates.

b. In-City Terminal Reservoirs

Water usage by the City includes water deliveries from the SFPUC's "terminal reservoirs." The terminal reservoirs are: 1) Sunset Reservoir, 2) University Mound Reservoir, and 3) Merced Manor Reservoir. The terminal reservoirs are shown on Figure 1.

c. System Input and In-Line Meters

The SFPUC presently measures water flow into and through the Regional System utilizing "System Input and In-Line Meters." The existing and planned System Input and In-Line Meters are listed in Table 3 and shown on Figure 3.

d. Wholesale Customer Meters and City Retail Customer Meters Located Outside the Boundaries of the City

The SFPUC presently measures water deliveries from the Regional Water System to its Wholesale Customers at various locations where the water delivery systems of the individual Wholesale Customers tie into the Regional Water System. The meters at these locations are referred to as the Wholesale Customers' "master meters." The SFPUC also measures water deliveries from the Regional Water System to other customers located outside of the boundaries of the City that are not Wholesale Customers. Water deliveries to the Wholesale Customers and Retail Customers outside the City's boundaries that receive water from the Regional Water System are accounted for by the SFPUC's Customer Service Division as described in Section B.

4. Replacement and Relocation of Meters, Gauges, and Recording Devices.

The SFPUC presently equips all of its large venturi meters with differential pressure transmitters. The smaller meters utilize other methods and equipment to register and record flows. The SFPUC will maintain the meters, gauges, and recording devices described above in subsections (a), (b), (c), and (d) unless and until such meters, gauges, and recording devices are replaced.

The SFPUC may replace the meters, gauges, and recording devices described above in subsections (a), (b), (c), and (d) or install new meters, gauges, and recording devices at new locations, provided that such changes do not diminish the accuracy of the water flow measurements or impair the ability of the SFPUC to separate direct City water use from water use by the wholesale customers. Maintenance and calibration procedures for new or replaced equipment may change. Modified maintenance and calibration procedures for new or replaced equipment will conform to industry standards set forth in AWWA Manual M33, the applicable

standards in the International Society of Automation, and will implement the manufacturer's instructions for maintenance and calibration. The SFPUC will provide BAWSCA with advance written notice of any such changes, together with a brief explanation of the reasons therefor and a description of the type and location of the replacement. Such notice shall automatically amend the list of meters, gauges, and recording devices set forth above in subsections (a), (b), (c), and (d).

5. Recording of Water Flow Data

a. Flow Data

The City shall record and maintain data measuring base water flow throughout the SFPUC Regional Water System as necessary to determine proportional annual water usage.

b. Reservoir Data

The SFPUC shall record and maintain data measuring the levels of the terminal reservoirs described above in subsection A.3.b and shown on Figure 1 on an hourly basis. Flow values derived from reservoir level readings for all reservoirs in the SFPUC wholesale system shall be calculated using the tables contained in the SFPUC publication "Reservoir Data" (aka "The Weir Book"), which set forth the relationship between reservoir levels and water volumes, as such tables may be amended from time to time to reflect changes in the volumes of the various reservoirs. The tables to be used initially shall be those from the current edition of The Weir Book.

SECTION B. CALCULATION OF PROPORTIONAL ANNUAL USAGE

"Base rates" means the percentages of annual SFPUC deliveries attributed to the Wholesale Customers and to City Retail Customers.

The percentage of annual SFPUC metered deliveries attributed to the Wholesale Customers (i.e., the wholesale base rate) shall be calculated for each fiscal year as described below and illustrated in Table 1. The item numbers listed below correspond to the item numbers listed in Table 1.

- (1) "Gross San Francisco County line base deliveries" shall equal the total amount of water flowing into the City's distribution system through transmission pipelines entering the City, as measured by the County-Line Meters described in Section A.3.a. and shown on Figures 1 and 2.
- (2) "Daly City base deliveries" shall equal the water flowing to Daly City through meter accounts provided downstream of the County-Line meters or through SFPUC's City Distribution Division. At present these accounts are:
 - (a) CSPL1/Macdonald Avenue Service (Account number 010084-01-0)
 - (b) Guttenberg Street Service (Account number 010013-01-3)
 - (c) Carter Street Service (Account numbers 284070-01-8 and 284071-01-6)

These accounts represent a portion of the total deliveries to Daly City. The quantities of water delivered to these four Daly City accounts are reported monthly in Form MGT441 by the SFPUC's Customer Service Division. These connections to meters are presently located within the City, and thus record water which has already been recorded by the SFPUC's master meters at the County line. So long as this condition continues, Daly City base deliveries shall be subtracted from "Gross San Francisco County line base deliveries."

- (3) "Net San Francisco base deliveries" shall equal the result of subtracting "Daly City base deliveries" from "Gross San Francisco County line base deliveries."

- (4) "Other suburban raw water base deliveries" shall equal the sum of all deliveries of raw (untreated) water to customers of the SFPUC located outside the City other than deliveries to the Wholesale Customers. "Other suburban raw water base deliveries" include deliveries of raw water in Alameda and San Mateo Counties to SFPUC Retail Customers, City departments and commissions, and other users affiliated with San Francisco.
- (5) "Other suburban treated water base deliveries" shall equal the sum of all deliveries of treated water to customers of the SFPUC located outside the City other than deliveries to the Wholesale Customers. Other suburban treated water base deliveries include deliveries of treated water to the SFPUC's Retail Customers in San Mateo, Santa Clara and Alameda Counties (such as NASA Ames Research Center and LLNL), to City departments and commissions and other users affiliated with San Francisco (such as the San Francisco International Airport, the San Francisco County Jail, and tenants of land owned by the City Recreation and Park Department).
- (6) "Other suburban base deliveries" shall equal the sum of "Other suburban raw water deliveries" and "Other suburban treated water deliveries." The combined amount of raw and treated water delivered to suburban entities other than the Wholesale Customers is reported monthly in Form MGT440 by the SFPUC's Customer Service Division.
- (7) "Total City base usage" shall equal "Net San Francisco base deliveries" plus "Other suburban base deliveries."
- (8) "Total wholesale base usage" shall equal the sum of all metered deliveries to the Wholesale Customers measured at their SFPUC master meters (including all deliveries to Daly City which are comprised of deliveries through meters located outside San Francisco and meters located inside San Francisco, deliveries through the latter of which are designated above in paragraph B.1.2 as "Daly City base

deliveries”). The quantity of water delivered to the individual Wholesale Customers, and the combined amount of water delivered to all Wholesale Customers is reported monthly in Form MGT440 by the SFPUC’s Customer Service Division.

- (9) “Total system base usage” shall equal “City base usage” plus “Wholesale base usage.”
- (10) “Wholesale base rate” shall equal the percentage obtained by dividing “Wholesale base usage” by “Total system base usage.”
- (11) “City base rate” shall equal the percentage obtained by subtracting “Wholesale base rate” from 100 percent.
- (12) “Base system input” shall equal all amounts of water supplied to the SFPUC Regional Water System, which presently comes from the following sources:
 - (a) Hetch Hetchy water as measured at the venturi meters on the 58-inch, 61-inch, and 78.5-inch San Joaquin Pipeline Nos. 1, 2, and 3 near Oakdale.
 - (b) Water supplied by HHWPD to LLNL as measured at the customer meter. Water delivered from the system to LLNL shall be deemed negative in sign for the purpose of determining “Base system input.”
 - (c) Hetch Hetchy water pumped from the Alameda siphons to San Antonio Reservoir as measured at the venturi meter on the 60-inch San Antonio pipeline. Water delivered from the system to San Antonio Reservoir shall be deemed negative in sign for the purpose of determining “Base system input.”

- (d) Sunol Valley Water Treatment Plant as measured at the meter on the 78-inch effluent pipeline.
- (e) Harry Tracy Water Treatment Plant as measured at the venturi meters on the 60-inch and 78-inch effluent pipelines.
- (f) Raw water deliveries to all SFPUC Retail Customers outside the City boundaries as measured at the customer meter. These deliveries are considered positive for the purposes of Table 1. Currently, raw water deliveries to the system are represented by the following account numbers contained in Form MGT440 prepared by the SFPUC's Customer Service Division:

266081-01-7 (Calaveras Nursery)
 266081-02-5 (Calaveras Nursery)
 264355-01-7 (Caltrans)
 266084-02-9 (Color Spot Nursery)
 272701-02-0 (Color Spot Nursery)
 266069-02-0 (Crystal Springs Golf Course)
 266078-02-1 (Dell Franklin)
 266078-01-3 (Dells Nursery)
 266084-01-1 (Hi-C Nursery)
 272701-01-2 (Hi-C Nursery)
 284112-01-8 (Hansen Aggregates)
 266084-03-7 (Jeff Anhorn Nursery)
 272701-03-8 (Jeff Anhorn Nursery)
 266079-02-9 (Mission Valley Rock)
 281043-01-8 (Mission Valley Rock)
 267618-02-3 (Nagata Farms)
 267618-01-5 (Nagata Farms)
 266090-01-8 (Naka Nursery)

266091-01-6 (Naka Nursery)
 266090-02-6 (Naka Nursery)
 266091-02-4 (Naka Nursery)
 264315-02-9 (Pacific Nurseries)
 266076-01-7 (Sunol Christmas Tree Farm)
 266076-02-5 (Sunol Tree Farm)
 276095-01-5 (Sunol Valley Golf & Recreation)
 266077-02-3 (Ura Farm)
 264352-01-4 (Ura, John)
 266075-01-9 (Valley Crest)
 268276-01-1 (Valley Crest Nursery)
 266093-01-2 (Valley Crest Tree Company)
 268426-02-0 (Valley Crest Tree Company)
 266075-02-7 (Valley Crest Tree Company)
 266093-02-0 (Valley Crest Tree Company)
 268276-02-9 (Valley Crest Tree Company)
 266082-01-5 (Western Star Nursery)
 266089-01-0 (Western Star Nursery)
 267254-02-7 (Western Star Nursery)
 266082-02-3 (Western Star)
 266089-02-8 (Western Star)
 267254-03-5 (Western Star)

- (g) Raw water deliveries from Pilarcitos Reservoir and Crystal Springs Reservoir to Coastside County Water District as measured at the customer meters. These deliveries are considered positive for the purposes of Table 1. Currently, raw water deliveries to Coastside County Water District from both reservoirs are represented under account number 010027-01-9 contained in Form MGT441 prepared by the SFPUC's Customer Service Division:

- (h) Crystal Springs Balancing Reservoir. The flow into or out of the Crystal Springs Balancing Reservoir shall be calculated based on the changes in the amounts of water stored in the reservoir. The amounts of water stored shall be determined by the use of water level sensors, and the application of water level readings to a water level-storage capacity table. Decreases in storage, which indicate a flow from the Balancing Reservoir into the system, shall be deemed positive in sign. Increases in storage, which indicate a flow into the Balancing Reservoir from the system, shall be deemed negative in sign. Over the period of a year, the total flows into and out of Crystal Springs Balancing Reservoir are nearly equivalent. As such, total system input from Crystal Springs Reservoir shall be deemed zero for calculating current base rates.
- (i) Deliveries to Crystal Springs Reservoir as measured by the overflow weir at the Pulgas Pump Station. Deliveries from the system to Crystal Springs Reservoir (“spills”) shall be deemed negative in sign for the purpose of determining “Base system input.”
- (j) Terminal Reservoirs. The “terminal reservoirs” consist of Sunset Reservoir, University Mound Reservoir, and Merced Manor Reservoir, each located within the City of San Francisco. The flow into or out of the terminal reservoirs shall be calculated based on the changes in the amounts of water stored in them. The amounts of water stored shall be determined by the use of water level sensors, and the application of water levels to water level-storage capacity tables. Over the period of a year, the total flows into and out of terminal reservoirs are nearly equivalent. As such, total system input from the terminal reservoirs shall be deemed zero for calculating base rates.
- (k) Other Sources. Other sources of flow into, or from, the Regional Water System, shall be accounted for as “other sources.” Examples of other

sources of system input would include intertie water deliveries between the Regional System and the Santa Clara Valley Water District, and between the Regional System and the East Bay Municipal Utilities District, and deliveries of raw water from Crystal Springs Reservoir in the event of an emergency. Flows from the system shall be deemed negative in sign for the purpose of determining "Base system input."

- (13) "Total base system input" shall equal the sum of the system inputs from the sources described in paragraph B.1.12.
- (14) "Joint system loss reduction factor" shall equal "Total system base usage" divided by "Total base system input." "Joint system loss reduction factor" shall not exceed 1.0.
- (15) "Daly City reduction factor" shall equal "Net San Francisco base deliveries" divided by "Gross San Francisco County line base deliveries." "Daly City reduction factor" shall not exceed 1.0.
- (16) "Total suburban base deliveries" shall equal "Other suburban base deliveries" plus "Total wholesale base usage."
- (17) "Suburban reduction factor" shall equal "Wholesale base usage" divided by "Total suburban base deliveries." "Suburban reduction factor" shall not exceed 1.0.
- (18) "HHWPD Deliveries above Oakdale" shall equal the total amount of water delivered by the HHWPD to users located above the system input meters in Oakdale. Water users located above the system input meters in Oakdale are currently represented by Groveland Community Services District and the HHWPD facility at Moccasin.

- (19) “HH Reduction Factor” is calculated for the purpose of determining the Wholesale Customers’ share of the Hetch Hetchy Assessment. The factor shall equal a fraction, the numerator of which is the total system input measured at the Oakdale meters (Table 1, line 12.a) and the denominator of which is the sum of the total system input measured at the Oakdale meters (Table 1, line 12.a) plus the total “HHWPD deliveries above Oakdale” (Table 1, line 18).

SECTION C.

DATA REQUIREMENTS AND SCHEDULE

1. Collection and Dissemination of Data

The SFPUC presently compiles daily flow data for the County-line meters, System Input and In-Line Meters, and daily reservoir water level data, and provides copies of that data to the Wholesale Customers (through BAWSCA) on a monthly basis. The SFPUC also provides copies of wholesale “Suburban Resale” and City Retail water usage data to BAWSCA on a monthly basis. Additionally, the SFPUC provides BAWSCA access to flow data for the meters as reported and recorded by the SFPUC’s SCADA system.

The SFPUC shall continue to provide the flow and water usage data described above to BAWSCA on a monthly basis, and shall continue to allow BAWSCA access to the SCADA system data, so that a coordinated effort between the SFPUC and BAWSCA will allow for updating Table 1 of this Attachment annually on a timely basis.

It shall continue to be the SFPUC’s responsibility to compile the data necessary to update Table 1 of this Attachment annually and the City shall deliver to BAWSCA, for review and approval, copies of the updated Table 1 by September 15 for the fiscal year ending the preceding June 30, as shown by the schedule contained in Section C.3.

Upon reasonable notice to the General Manager of the SFPUC, BAWSCA shall be given access to all water flow and usage records compiled by the SFPUC, including raw data, at reasonable times during business hours and shall have the right to copy such records and data at its expense.

2. Lack of Data

The parties recognize that, because of human error, mechanical failure, or other unplanned events, portions of the data required for the calculation of the usage rates and ratios described in Sections B and C of this Attachment occasionally may be unavailable or incorrect. In the event that such data are unavailable or inaccurate, the SFPUC shall make a reasonable estimate of the unavailable or incorrect data or use the most accurate alternative data that are available, and substitute the estimate therefor.

If the SFPUC uses an estimate of the unavailable or inaccurate data or alternative data, it shall provide BAWSCA with the following:

(1) a description of the unavailable or inaccurate data and the estimation or substitution of data used therefor;

(2) an explanation of the cause of the missing or inaccurate data and the reasons underlying the SFPUC's estimation or substitution of alternate data; and

(3) a statement of how the error or malfunction that caused the unavailability or inaccuracy of the data will be avoided in the future.

The SFPUC shall provide this information to BAWSCA upon calculation by the SFPUC of the usage rates and ratios described in this Attachment for the fiscal year in question.

3. Schedule for Completing the Annual Calculations of Water Usage Rates

The parties recognize the importance of updating Table 1 of this Attachment annually in a timely manner, and that historically, doing so has required a coordinated effort between the SFPUC and BAWSCA. To assure timely completion of the annual calculations of water usage rates and ratios, the parties agree to adhere to the following schedule.

(1) By August 15: The SFPUC shall forward to BAWSCA all data for the fiscal year ending the preceding June 30, necessary to make a determination of the base water usage and base allocation rates for the Wholesale Customers and the City.

(2) By September 15. The City shall deliver to BAWSCA, for review and approval, draft copies of the updated Table 1 for the fiscal year ending the preceding June 30.

(3) Between September 15 and October 15. The SFPUC and BAWSCA shall reconcile any discrepancies or inaccuracies in the draft calculations of water usage rates and shall reach agreement on a final updated Table 1 for the fiscal year ending the preceding June 30.

(4) By November 1. The SFPUC shall deliver to BAWSCA a finalized updated Table 1, signed by the SFPUC General Manager, or appropriate designee, representing the water usage rates agreed upon by the SFPUC and BAWSCA, for the fiscal year ended June 30.

(5) By November 15. BAWSCA shall return the finalized Table 1 to the SFPUC, counter-signed by the BAWSCA General Manager/CEO. If the SFPUC does not receive the countersigned Table 1 from BAWSCA by November 15, it may use the water use data as contained in the Table 1 delivered pursuant to paragraph (4) above, subject to arbitration as provided in section 8.01 of the Agreement.

SECTION D. COUNTY LINE AND IN-CITY TERMINAL RESERVOIR METER CALIBRATION AND MAINTENANCE

1. General

This section refers only to the County-Line and In-City Terminal Reservoir Meters. The term “meter(s)” includes the primary meter itself (most of the primary meters in the SFPUC’s water system are Venturi-type flow meters) as well as any and all of the associated equipment used to measure, record, and transmit flow and water level data. The metering equipment associated with the primary metering device (also referred to as the secondary metering equipment) includes differential pressure transmitters, recorders, telecommunications equipment and the portion of the SFPUC’s Supervisory Control and Data Acquisition (SCADA) System that is used to transmit flow and water level measurements from the water meter to the computer terminal that records the measured data.

The County-Line and In-City Terminal Reservoir meters, their general locations, and their associated metering equipment are listed in Table 4.

2. Frequency and Type of Work to be Performed

The meters, water level sensors, and associated metering equipment are to be inspected, tested, calibrated, and maintained according to the applicable meter calibration and maintenance frequency specified in Table 5.

3. Components of the Calibration and Maintenance Work

The SFPUC will contract with an independent metering consultant to perform periodic inspections, testing, servicing and calibrations of the meters and metering equipment for the County-line meters and In-City Terminal Reservoirs. The metering consultant's calibration and maintenance work will include the following components:

- Annual Pitot Tube Tests: Pitot tube flow tests shall be performed once a year on all Venturi-type flow meters. See Sections 4.b and 4.c for further detail.
- Quarterly Secondary Meter Equipment Testing and Calibration: The secondary metering equipment shall be tested for accuracy and calibrated quarterly at five input levels (0%, 25%, 50%, 75% and 100% of the full range of flow). See Section 4.a for further detail.
- Cleaning: Clean and remove dust, oils, dirt, etc. from all instruments.
- Flushing: Flush and clean Venturi tube differential pressure (D/P) sensing lines.
- Inspecting: Inspections for mechanical fatigue, leaky pipes and fittings, worn parts, and improper operation of electrical/electronic equipment.
- Lubrication: Mechanical parts shall be lubricated as needed.

4. Calibration Procedures

The metering consultant shall continue to calibrate and maintain the County-line meters and metering equipment listed in Table 4 in accordance with the frequency of work specified in Table 5. The work includes documenting meter readings and accuracy before and after calibration. Specific tasks to be completed by the metering consultant are as follows:

- a) Quarterly testing and calibration. The secondary metering equipment shall be tested and calibrated quarterly using NIST Traceable test equipment, and a "dead weight tester."

The system loop error for the secondary metering equipment is determined by connecting its output to the differential pressure transmitter and adjusting the dead weight tester to 5 places over the full range of flow: 0%, 25%, 50%, 75% and 100%, while all instruments in the loop are connected. For water level transmitters, provide simulated test head equal to full range of the transmitter being calibrated, comparing the simulated test head to its 4-20 milliamp output signal to determine transmitter error and calibration requirements. The system loop error for the secondary metering equipment may not exceed $\pm 2\%$. The individual components of the secondary metering equipment shall also be tested at the same 5 input levels and calibrated as necessary to ensure the error of the system and individual components does not exceed $\pm 2\%$.

- b) Annual Pitot Tube Testing and Calibration. Annual Pitot tube testing shall be conducted for a comparison of flow totalized by the Pitot tube test equipment and the totalizer used by the SFPUC for water measurement and billing purposes. Annual Pitot tube flow testing shall be performed on all flow meters for assessment of Venturi error using the Annubar continuous flow method at 22% of the pipe radius. Pitot tube flow testing must be conducted continuously for a minimum of 30 minutes per test.

The Pitot tube flow tests are first performed before any of the secondary metering instruments are calibrated to determine the total system error (system consisting of the primary metering device and secondary metering equipment). Once the total system loop error has been established, perform secondary loop instrument testing and calibration as per the quarterly testing and calibration procedures described in 4.a above. If the total system error exceeds $\pm 2\%$ after calibration of the secondary metering equipment, minor adjustments to the differential pressure transmitter shall be made to correct (calibrate) the error in the Venturi meter. Repeat Pitot tube testing must be performed after the individual instrument calibration and differential pressure transmitter adjustments have been performed to establish that total system loop error is within $\pm 2\%$.

- c) Pitot tube testing shall be conducted at a flow rate representing the typical flow for the meter (and, if operationally possible, at three different flows ranging from a minimum to near maximum capacity flow).
- d) The metering consultant shall perform the meter testing and calibration procedures utilizing the meter characteristic curves (for example, the pressure drop vs. flow for a Venturi meter) that have been obtained during previous meter calibration and maintenance work.
- e) During each quarterly site visit, the metering consultant shall inspect, assess and document the condition of all metering equipment, including meter, gauges, indicators, recorders, transmitters and other instrumentation, used in the measurement and recording of flow rates and cumulative flow totals and shall document all operational problems with the calibration instruments and meters during the calibration process. Problems may include air entrainment, leakage, flow disturbance and unstable meter readings.
- f) Prior to each quarterly site visit, the metering consultant shall review prior calibration records and reports for each meter to determine if previously-identified errors or equipment deficiencies were corrected as previously recommended.
- g) Each quarter, the metering consultant shall submit a final report (See Section 6) containing all of the calibration results for each meter tested and calibrated during the quarter. The metering consultant's report shall include a narrative description of the work conducted on each meter and meter calibration reports for the individual metering equipment. The quarterly report shall also address deficiencies that were not previously corrected according to the recommendations made in the prior report.

5. Calibration Instruments

The instrument used for flow testing of the primary meter (Venturi) must meet the accuracy standards required by the American Water Works Association (AWWA), and be

capable of measuring actual flows with an error of less than +/- 2%. If a particular calibration instrument is not rated for accuracy by the AWWA, its accuracy will be determined by reference to its manufacturer's representations as to accuracy.

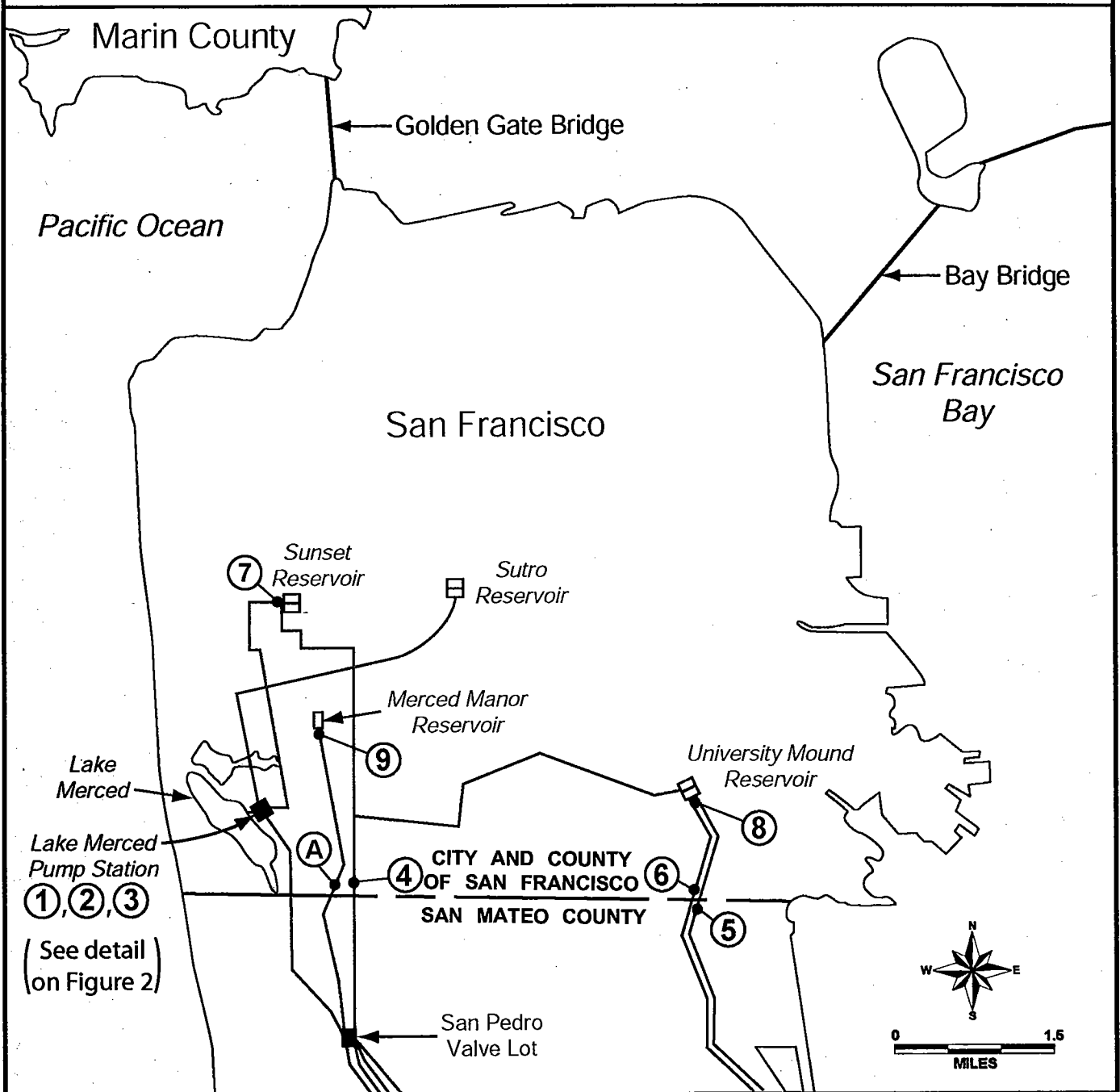
6. Calibration Reports

Within fourteen (14) working days after the beginning of each quarter, the metering consultant shall submit a written progress report of the work performed during the previous quarter. Each quarterly report will describe the results of the meter calibrations and any other tasks performed. The report will also include comments regarding any observations of abnormal conditions and any recommendations regarding these meters and their related equipment.

The reports must include complete descriptions and status of meters and related equipment, dates and times of service, all calibration specifics, pipeline dimensions, range of flow rates and totalized volumes, before and after error analysis and accuracy levels achieved, testing equipment used, and the name(s) of the person(s) that performed the work.

When appropriate and necessary, the metering consultant shall provide recommendations for improving the accuracy and reliability of the equipment and/or the methods of data collection. If, in the opinion of the metering consultant, the condition of a meter or its associated metering equipment is found to be defective, damaged, or otherwise in need of immediate repair or replacement, the metering consultant shall: 1) promptly notify the appropriate SFPUC personnel of the problem and recommend a solution to the problem so that the SFPUC can determine how to address it and, 2) include the problem description in its quarterly report.

Locations of SFPUC County-Line Meters and In-City Terminal Reservoirs



METER	PIPELINE	LOCATION
1	Sunset	Lake Merced Pump Station
2	Sutro	Lake Merced Pump Station
3	Lake Merced Outfall	Lake Merced Pump Station
4	San Andreas No. 2	Junipero Serra (Hwy. 280) South of Belle Ave.
5	Crystal Springs No. 1	PG&E Martin Service Center Yard
6	Crystal Springs No. 2	Tamasco Ct. South of Sunnydale Ave.
A	San Andreas No. 3 (Planned)	To be determined
METER	RESERVOIR	LOCATION
7	Sunset Reservoir	26th Avenue and Ortega
8	University Mound Reservoir	University Avenue and Bacon
9	Merced Manor Reservoir	23rd Avenue and Ocean

Generalized Schematic of Lake Merced Pump Station

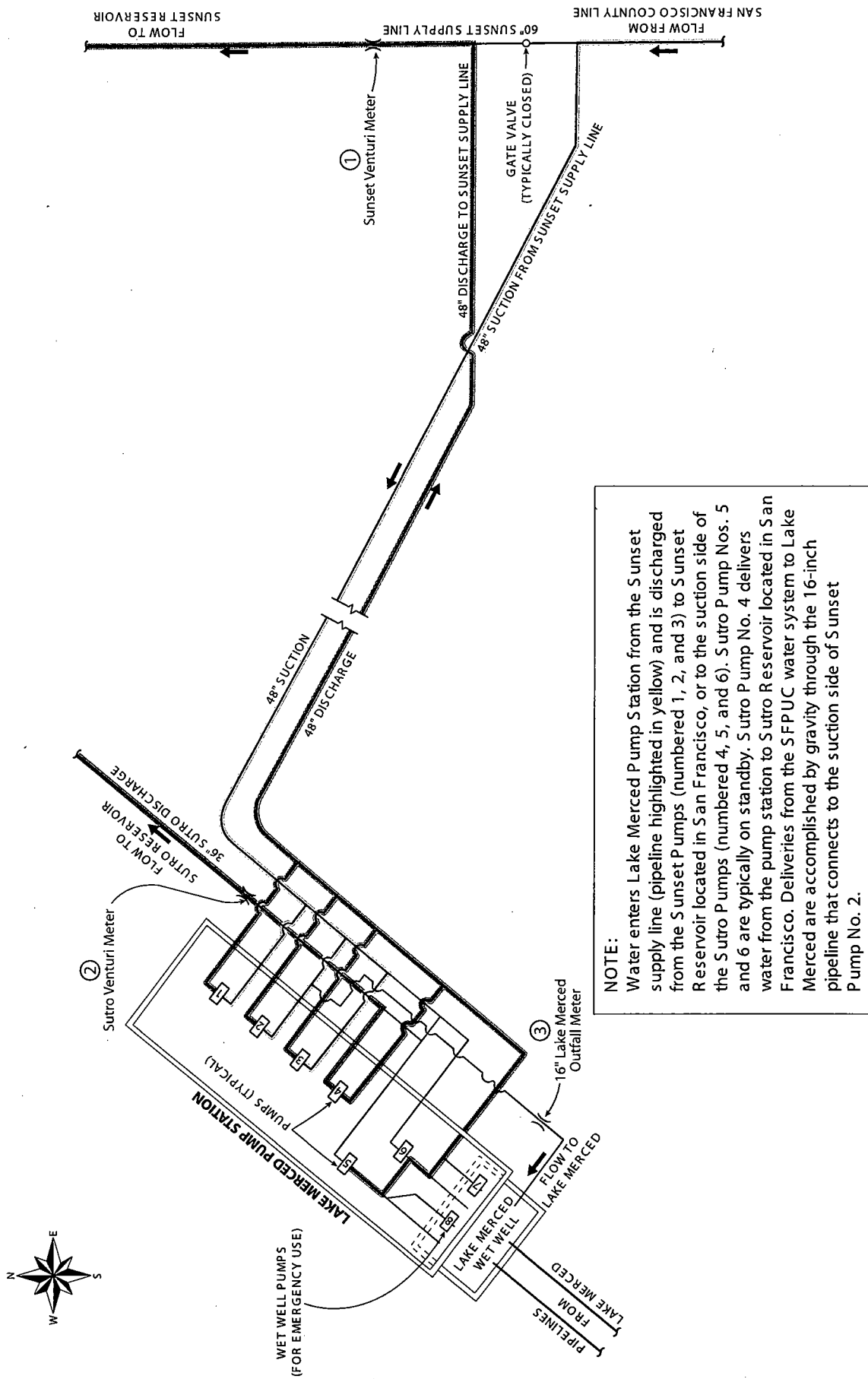


FIGURE 3

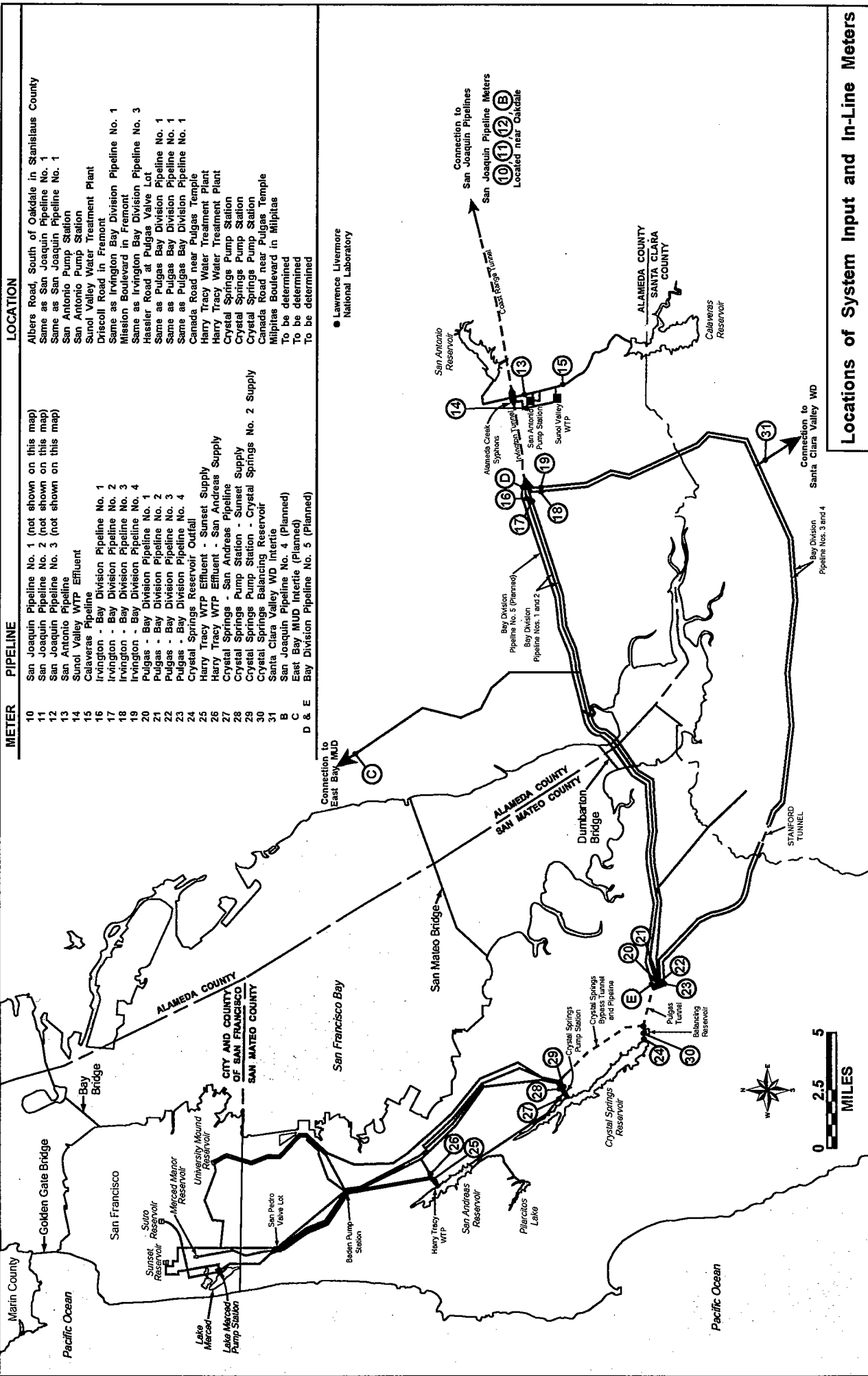


Table 1
Base Usage (mgd) and Allocation Rates

(1) Usage	(2) Definition	(3) 2004-05	(4) 2005-06	(5) 2006-07	(6) 2007-08	(7) 2008-09	(8) 2009-10
1. Gross S.F. Co. line	B.1	79.5	78.3	75.7			
2. Daly City portion	B.2	0.2	0.2	0.2			
3. Net S.F.	(1-2)	79.3	78.1	75.5			
4. Other suburban raw water	B.4	0.4	0.5	0.7			
5. Other suburban treated water	B.5	4.1	3.4	3.9			
6. Total other suburban	(4+5)	4.5	3.9	4.6			
7. Total City usage	(3+6)	83.8	82.0	80.1			
8. Total wholesale usage	B.8	167.4	164.4	175.8			
9. Total system usage	(7+8)	251.2	246.4	255.9			
10. Wholesale alloc. rate	(8/9)	66.63%	66.72%	68.70%			
11. City alloc. rate	(100%-10)	33.37%	33.28%	31.30%			
12a. HHWPD input (Oakdale)	B.12	194.7	202.6	227.3			
12b. Deliveries to LLNL	B.12	-0.4	-0.9	-0.9			
12c. HH to San Ant. Res.	B.12	-3.8	-1.8	-11.6			
12d. Sunol Valley WTP	B.12	28.5	29.4	17.6			
12e. Harry Tracy WTP	B.12	45.2	40.4	41.2			
12f. Raw water deliveries	B.12	0.4	0.4	0.7			
12g. Deliveries to Coastsides Co. WD	B.12	1.8	1.6	2.1			
12h. Crys. Sprs. Bal. Res.	B.12	0.0	0.0	0.0			
12i. Spill to CS Res.	B.12	-19.9	-42.6	-37.1			
12j. Terminal Reservoirs	B.12	0.0	0.0	0.0			
12k. Other sources	B.12	0.0	1.9	3.8			
13. Total system input	B.13	246.5	231.0	243.1			
14. Jt. sys. loss red. fact.	(9/13)	1.0000	1.0000	1.0000			
15. Daly City red. factor	(3/1)	0.9975	0.9974	0.9974			
16. Total suburban	(6+8)	171.9	168.3	180.4			
17. Suburban red. factor	(8/16)	0.9736	0.9768	0.9745			
18. HHWPD Deliveries above Oakdale	B.18						
19. HH Reduction Factor	B.19	99.56%					

Table 2
Locations of SFPUC County-Line Meters and In-City Terminal Reservoirs

County-Line Meters

<u>Meter</u>	<u>Pipeline</u>	<u>Location</u>
1	Sunset	Lake Merced Pump Station
2	Sutro	Lake Merced Pump Station
3	Lake Merced Outfall	Lake Merced Pump Station
4	San Andreas No. 2	Junipero Serra (Hwy. 280) South of Belle Ave.
5	Crystal Springs No. 1	PG&E Martin Service Center Yard
6	Crystal Springs No. 2	Tamasco Ct. South of Sunnydale Ave.
A	San Andreas No. 3 (Planned)	To be determined

In-City Terminal Reservoirs

<u>Meter</u>	<u>Reservoir</u>	<u>Location</u>
7	Sunset Reservoir	26 th Avenue and Ortega
8	University Mound Reservoir	University Avenue and Bacon
9	Merced Manor Reservoir	23 rd Avenue and Ocean

Table 3
Locations of SFPUC System Input and In-Line Meters

<u>Meter</u>	<u>Pipeline</u>	<u>Location</u>
10	San Joaquin Pipeline No. 1	Albers Road, South of Oakdale in Stanislaus County
11	San Joaquin Pipeline No. 2	Same as San Joaquin Pipeline No. 1
12	San Joaquin Pipeline No. 3	Same as San Joaquin Pipeline No. 1
13	San Antonio Pipeline	San Antonio Pump Station
14	Sunol Valley WTP Effluent	San Antonio Pump Station
15	Calaveras Pipeline	Sunol Valley Water Treatment Plant
16	Irvington – Bay Division Pipeline No. 1	Driscoll Road in Fremont
17	Irvington – Bay Division Pipeline No. 2	Same as Irvington Bay Division Pipeline No.1
18	Irvington – Bay Division Pipeline No. 3	Mission Boulevard in Fremont
19	Irvington – Bay Division Pipeline No. 4	Same as Irvington Bay Division Pipeline No.3
20	Pulgas – Bay Division Pipeline No. 1	Hassler Road at Pulgas Valve Lot
21	Pulgas – Bay Division Pipeline No. 2	Same as Pulgas Bay Division Pipeline No. 1
22	Pulgas – Bay Division Pipeline No. 3	Same as Pulgas Bay Division Pipeline No. 1
23	Pulgas – Bay Division Pipeline No. 4	Same as Pulgas Bay Division Pipeline No. 1
24	Crystal Springs Reservoir Outfall	Canada Road near Pulgas Temple
25	Harry Tracy WTP Effluent – Sunset Supply	Harry Tracy Water Treatment Plant
26	Harry Tracy WTP Effluent – San Andreas Supply	Harry Tracy Water Treatment Plant
27	Crystal Springs – San Andreas Pipeline	Crystal Springs Pump Station
28	Crystal Springs Pump Station – Sunset Supply	Crystal Springs Pump Station
29	Crystal Springs Pump Station – Crystal Springs No. 2 Supply	Crystal Springs Pump Station
30	Crystal Springs Balancing Reservoir	Canada Road near Pulgas Temple
31	Santa Clara Valley WD Intertie	Milpitas Boulevard in Milpitas
B	San Joaquin Pipeline No. 4 (Planned)	To be determined
C	East Bay MUD Intertie (Planned)	To be determined
D&E	Bay Division Pipeline No. 5 (Planned)	To be determined

TABLE 4
SFPUC COUNTY-LINE METERS, IN-CITY TERMINAL RESERVOIRS,
AND ASSOCIATED METERING EQUIPMENT

County-Line Meter	Meter Type	Location
1. Sunset	60" Venturi	Lake Merced Pump Station
Associated Metering Equipment:	<ul style="list-style-type: none">• Rosemount D/P transmitter• Honeywell recorder• SCADA	
2. Sutro	36" Venturi	Lake Merced Pump Station
Associated Metering Equipment:	<ul style="list-style-type: none">• Rosemount D/P transmitter• Honeywell recorder• SCADA	
3. Lake Merced Outfall	16" Mag. Meter	Lake Merced Pump Station
Associated Metering Equipment:	<ul style="list-style-type: none">• Honeywell recorder• SCADA	
4. San Andreas No. 2	36" Venturi	Junipero Serra (Hwy. 280) south of Belle Avenue
Associated Metering Equipment:	<ul style="list-style-type: none">• Yokogawa D/P transmitter• NLS display• AGM electronics• Honeywell recorder• SCADA	
5. Crystal Springs No. 1	44" Venturi	PG&E Martin Service Center Yard
Associated Metering Equipment:	<ul style="list-style-type: none">• Yokogawa D/P transmitter• NLS display• AGM electronics• Honeywell recorder• SCADA	
6. Crystal Springs No. 2	60" Venturi	Tamasco Ct. south of Sunnydale Avenue
Associated Metering Equipment:	<ul style="list-style-type: none">• Yokogawa D/P transmitter• NLS display• AGM electronics• SCADA	
In-City Terminal Reservoirs		
1. Sunset	Pressure Transducer	26 th Avenue and Ortega
Associated Metering Equipment:	<ul style="list-style-type: none">• Honeywell recorder• SCADA	
2. Merced-Manor	Pressure Transducer	23 rd Avenue and Ocean
Associated Metering Equipment:	<ul style="list-style-type: none">• Honeywell recorder• SCADA	
3. University Mound	Pressure Transducer	University Avenue and Bacon
Associated Metering Equipment:	<ul style="list-style-type: none">• Honeywell recorder• SCADA	

TABLE 5
METER CALIBRATION AND MAINTENANCE FREQUENCY

METER/ EQUIPMENT	FREQUENCY			WORK TO BE PERFORMED (See Work Codes Listed Below)					
	Quarterly	Semi- Annual	Annual	CA	CL	FL	IN	LU	PT
Venturi Meters			X	X		X (1)	X (1)		X
Magnetic Meters		X		X (2)	X (2)		X (2)		
Yokagawa D/P Transmitters	X			X	X	X	X		
Rosemount D/P Transmitters	X			X	X	X	X		
Honeywell Recorders	X			X	X		X		
Water Level Sensors (Pressure Transducers)	X			X	X		X		
SCADA Electronics	X			X					
AGM Electronics	X			X					
NLS Digital Displays	X			X					
Electrostatic 24V DC Power Supplies			X				X (3)		
ASCO Solenoids			X		X		X (4)	X	

WORK CODES:

CA = CALIBRATE; CL = CLEAN; FL = FLUSH; IN = INSPECT; LU = LUBRICATE; PT = PITOT TUBE TEST.

NOTES:

- (1) Inspection and flushing requirements for Venturi meters refer to the pressure tubing from the meter to the differential pressure transmitter.
- (2) May calibrate using clamp-on meter where conditions allow. Inspection and cleaning requirements for magnetic meters refer to the sensors or probes that are inserted through the pipe wall.
- (3) Adjust voltage if necessary.
- (4) Replace rubber ware as needed.

ATTACHMENT K

ATTACHMENT K-1
WHOLESALE CUSTOMERS' SHARE OF NET BOOK VALUE OF EXISTING ASSETS
****PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES****
(Section 5.03)

	Notes	Projected Value		
		Water	Hetch Hetchy	Total
Regional System Net Plant as of 6/30/08 (Actual)	1	\$ 435,639,907	\$ 66,135,724	
Less: Projected Depreciation on Regional Assets	2	\$ (32,526,143)	\$ (3,598,189)	
Plus: Projected FY 2008-09 Capital Additions	3	\$ 62,771,153	\$ -	
Projected Regional System Net Plant as of 6/30/09		\$ 465,884,917	\$ 62,537,535	
Plus: Projected Construction Work In Progress (CWIP) as of 6/30/09	4	\$ 16,928,503	\$ 5,807,023	
Projected Regional System Net Plant and CWIP as of 6/30/09		\$ 482,813,420	\$ 68,344,558	\$ 551,157,978
Allocation Factor:	5	70.1%	64.2%	
Wholesale Share of Projected Regional System Net Plant as of 6/30/09		\$ 326,585,327	\$ 40,149,098	\$ 366,734,424
Plus: Wholesale Share of Projected CWIP as of 6/30/09	6	\$ 11,866,881	\$ 3,728,109	\$ 15,594,989
Wholesale Share of Projected Net Plant and CWIP as 6/30/09		\$ 338,452,207	\$ 43,877,206	\$ 382,329,414
Interest Rate:		5.13%	5.13%	
Term (Yrs):		25	25	
Monthly Principal & Interest		\$ 2,004,277	\$ 259,836	\$ 2,264,113
Annual Wholesale Revenue Requirement Amount		\$ 24,051,326	\$ 3,118,033	\$ 27,169,359

Notes

- 1 FAACS 120A Report as of 6/30/08
- 2 SFPUC Estimate
- 3 SFPUC Estimate based on projects and amounts as follows:

	<u>Water Assets</u>
CUW358 Sunset Reservoir (North Basin)	\$ 57,382,744
CUW 365 Cross Connection Controls	\$ 3,679,415
CUW 394 Watershed Land Acquisition	\$ 1,708,994
Total Additions	\$ 62,771,153
4 CWIP based on balance as 6/30/08 plus YTD expenditures (see Attachment K-2)	
5 Fixed allocation factors based on dollar weighted 5-year average of J-Table allocation factors (2003-04 through 2007-08)	
6 Wholesale share CWIP based on balance as 6/30/08 plus YTD expenditures (see Attachment K-2)	

ATTACHMENT K-2
WHOLESALE CUSTOMERS' SHARE OF THE BOOK VALUE OF REVENUE FUNDED CAPITAL EXPENDITURES
****PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES****
(Section 5.03)

[1] Project No.	[2] Project Description	[3] Rate Class	[4] CWIP as of 6/30/08	[5] FY 2008-09 Expenditures	[6] Reduction for 02A Funding	[7] CWIP as 6/30/09	[8] Water Related CWIP	[9] Wholesale Share
A. Water Enterprise								
1 Regional Projects								
CUW352	Alameda Creek Fishery	Joint	\$ 2,007,607	\$ 224,582	\$ 2,232,189	\$ -	\$ -	\$ -
CUW353	Seismic Upgrade @ Hayward Fault	Joint	\$ 3,129,234	\$ 1,967,625	\$ 5,096,859	\$ -	\$ -	\$ -
CUW354	LOWER CRYSTAL SPRINGS DAM-REV-SFWD	Joint	\$ 7,046,944	\$ 1,086,262	\$ 8,133,206	\$ -	\$ -	\$ -
CUW355	STANDBY POWER FACILITIES	Joint	\$ 3,715,276	\$ 6,596,849	\$ 10,312,125	\$ -	\$ -	\$ -
CUW357	Adit Leak Repairs	Joint	\$ 783	\$ 1,129	\$ 1,912	\$ -	\$ -	\$ -
CUW359	Irvington Tunnel	Joint	\$ 21,391,129	\$ 5,176,713	\$ 26,567,842	\$ -	\$ -	\$ -
CUW359		Joint	\$ 7,837,176	\$ -	\$ 7,837,176	\$ -	\$ -	\$ -
CUW361		Joint	\$ 368,057	\$ 1,383,959	\$ 1,752,016	\$ -	\$ -	\$ -
CUW361		Joint	\$ 1,255,545	\$ -	\$ 1,255,545	\$ -	\$ -	\$ -
CUW361	Pulgas Balancing Reservoir	Joint	\$ 1,248,002	\$ -	\$ 1,248,002	\$ -	\$ -	\$ -
CUW361		Joint	\$ 570,179	\$ -	\$ 570,179	\$ -	\$ -	\$ -
CUW361		Joint	\$ 712,921	\$ -	\$ 712,921	\$ -	\$ -	\$ -
CUW363	SCADA Phase II	Joint	\$ 1,335,371	\$ 1,738,045	\$ 3,073,416	\$ -	\$ -	\$ -
CUW363		Joint	\$ 1,062,050	\$ -	\$ 1,062,050	\$ -	\$ -	\$ -
CUW365	Cross Connection Control	Joint	\$ 3,635,172	\$ 547,801	\$ 4,182,973	\$ -	\$ -	\$ -
CUW367	HTWTP LT Impr	Joint	\$ 8,011,348	\$ 2,479,731	\$ 10,491,079	\$ -	\$ -	\$ -
CUW368		Joint	\$ 23,640,601	\$ -	\$ 23,640,601	\$ -	\$ -	\$ -
CUW368	BDPL Hydraulic Capacity	Joint	\$ 17,556,905	\$ 4,200,442	\$ 21,757,347	\$ -	\$ -	\$ -
CUW368		Joint	\$ 2,579,847	\$ -	\$ 2,579,847	\$ -	\$ -	\$ -
CUW370	Pipeline Readiness	Joint	\$ 5,320,934	\$ 328,070	\$ 5,649,004	\$ -	\$ -	\$ -
CUW371	CSPS and Pipeline	Joint	\$ 11,420,770	\$ 3,872,779	\$ 15,293,549	\$ -	\$ -	\$ -
CUW372	University Mound (N)	Joint	\$ 4,624,981	\$ 1,068,147	\$ 5,693,128	\$ -	\$ -	\$ -
CUW373		Joint	\$ 19,479,341	\$ 6,023,849	\$ 25,503,190	\$ -	\$ -	\$ -
CUW373	SIPL	Joint	\$ 7,199,051	\$ -	\$ 7,199,051	\$ -	\$ -	\$ -
CUW374		Joint	\$ 31,171,669	\$ 4,314,430	\$ 35,486,099	\$ -	\$ -	\$ -
CUW374	Calaveras Dam	Joint	\$ 2,366,343	\$ -	\$ 2,366,343	\$ -	\$ -	\$ -
CUW378	CSP #2	Joint	\$ 7,453,098	\$ 913,369	\$ 8,366,467	\$ -	\$ -	\$ -
CUW379	SAPL #3	Joint	\$ 5,728,934	\$ 588,346	\$ 6,317,280	\$ -	\$ -	\$ -
CUW380	BDPK #3&4 Crossovers	Joint	\$ 3,855,357	\$ 1,083,888	\$ 4,939,245	\$ -	\$ -	\$ -
CUW381		Joint	\$ 5,450,995	\$ -	\$ 5,450,995	\$ -	\$ -	\$ -
CUW381	SVWTP Expansion	Joint	\$ 53,222	\$ 3,090,520	\$ 3,143,742	\$ -	\$ -	\$ -
CUW381		Joint	\$ 97,373	\$ -	\$ 97,373	\$ -	\$ -	\$ -
CUW382	SVWTP Treated Water Reservoir	Joint	\$ 5,799,505	\$ 575	\$ 5,800,080	\$ -	\$ -	\$ -
CUW384	Tesla	Joint	\$ 6,102,621	\$ 7,444,942	\$ 13,547,563	\$ -	\$ -	\$ -
CUW386	SAPS X-CONNECT & PUMP IMP 96A UEB	Joint	\$ 1,374,491	\$ 971,625	\$ 2,346,116	\$ -	\$ -	\$ -
CUW388		Joint	\$ 896,476	\$ 1,641,717	\$ 2,538,193	\$ -	\$ -	\$ -
CUW388	PEIR	Joint	\$ 1,331,676	\$ -	\$ 1,331,676	\$ -	\$ -	\$ -
CUW390	Desalination Pilot	Joint	\$ 175,165	\$ -	\$ 175,165	\$ -	\$ -	\$ -
CUW391	Baden/San Pedro Valve Lots	Joint	\$ 3,964,642	\$ 948,589	\$ 4,913,231	\$ -	\$ -	\$ -
CUW392	Program Management	Joint	\$ 2,452,297	\$ 5,081,444	\$ 7,533,741	\$ -	\$ -	\$ -
CUW393	BDPL #4 Condition Assessment	Joint	\$ 25,071	\$ 294,634	\$ 319,705	\$ -	\$ -	\$ -
CUW394	Watershed Environment Improvement	Joint	\$ 142,924	\$ 96,027	\$ 238,951	\$ -	\$ -	\$ -
CUW101	SAN ANDREAS PLANT EXPANSION #1	Joint	\$ 182	\$ 96,027	\$ -	\$ 96,209	\$ -	\$ 67,443
CUW111	LOWER CRYSTAL SPRINGS DAM-REV-SFWD	Joint	\$ 40,436	\$ -	\$ -	\$ 40,436	\$ -	\$ 28,346
CUW151	Baden PS	Joint	\$ 921	\$ 26,760	\$ 27,681	\$ -	\$ -	\$ 19,404
CUW161	Water Treatment Facilities	Joint	\$ 75,801	\$ 605	\$ 76,406	\$ -	\$ -	\$ 53,561
CUW178	SAPS X-CONNECT & PUMP IMP 96A UEB	Joint	\$ 104,902	\$ -	\$ 104,902	\$ -	\$ -	\$ 73,536
CUW202		Joint	\$ 50,808	\$ -	\$ 50,808	\$ -	\$ -	\$ 35,616
CUW202	Replace PCCP	Joint	\$ 285,003	\$ 64,256	\$ 349,259	\$ -	\$ -	\$ 244,831
CUW202		Joint	\$ 2,365	\$ -	\$ 2,365	\$ -	\$ -	\$ 1,658
CUW127	SCADA	Joint	\$ 50,029	\$ 2,481,274	\$ 2,531,303	\$ -	\$ -	\$ 1,774,443
CUW356	New Crystal Springs Bypass Tunnel	Joint	\$ 13,992,264	\$ 5,560,862	\$ 16,028,397	\$ 3,524,729	\$ -	\$ 2,470,835
CUW358	Sunset (N)	Joint	\$ 52,494,764	\$ 4,887,980	\$ 55,806,081	\$ 1,576,663	\$ -	\$ 1,105,241
CUW387	Tesla Portal Disinfection	Joint	\$ 2,377,262	\$ (1,996)	\$ 1,223,945	\$ 1,151,321	\$ -	\$ 807,076
CUW135		Joint	\$ 45,413	\$ -	\$ 45,413	\$ -	\$ -	\$ 31,835
CUW135	New Lines and Bypass Valves	Joint	\$ 153,983	\$ 620,156	\$ 774,139	\$ -	\$ -	\$ 542,671
CUW135		Joint	\$ 8,860	\$ -	\$ 8,860	\$ -	\$ -	\$ 6,211
CUW143		Joint	\$ 5,656	\$ -	\$ 5,656	\$ -	\$ -	\$ 3,965
CUW143	HH Water Treatment Plan	Joint	\$ 709,972	\$ 8,817	\$ 718,789	\$ -	\$ -	\$ 503,871
CUW143		Joint	\$ 96,292	\$ -	\$ 96,292	\$ -	\$ -	\$ 67,501
CUW186	SVWTP IMPROVEMENT PROJECT-CPB-SFWD	Joint	\$ 3,604	\$ -	\$ 3,604	\$ -	\$ -	\$ 2,526
CUW206		Joint	\$ 4,365	\$ -	\$ 4,365	\$ -	\$ -	\$ 3,060
CUW206	Tesla Portal/Thomas Shaft Emergency Disinfection	Joint	\$ 283,620	\$ 5,665	\$ 289,285	\$ -	\$ -	\$ 202,789
CUW206		Joint	\$ 227,004	\$ -	\$ 227,004	\$ -	\$ -	\$ 159,130
CUW231	Millbrae Labs	Joint	\$ 81,856	\$ 34,685	\$ 116,541	\$ -	\$ -	\$ 81,695
CUW236	TELSA/SJVH WQ MONITORING IMPR	Joint	\$ 152,963	\$ -	\$ 152,963	\$ -	\$ -	\$ 107,227
CUW366		Joint	\$ 16,523	\$ -	\$ 16,523	\$ -	\$ -	\$ 11,583
CUW366	HTWTP ST Improvements	Joint	\$ 1,398,798	\$ 5,732,626	\$ 7,131,424	\$ -	\$ -	\$ -
CUW366		Joint	\$ 1,452,901	\$ -	\$ 1,452,901	\$ -	\$ -	\$ -
CUW120	WATER QUALITY PLANNING STUDY	Joint	\$ 577	\$ -	\$ 577	\$ -	\$ -	\$ 404
CUW164	WATER VULNERABILITY STUDY-UEB	Joint	\$ 479	\$ -	\$ 479	\$ -	\$ -	\$ 336
CUW181	STANDBY POWER FACILITIES	Joint	\$ 5,905	\$ -	\$ 5,905	\$ -	\$ -	\$ 4,139
CUW210	Millbrae Administrative Bldg Remodel	Joint	\$ 7,803	\$ 321,553	\$ 329,356	\$ -	\$ -	\$ 230,879
CUW220	Calaveras Dam Evaluation	Joint	\$ 308,971	\$ -	\$ 308,971	\$ -	\$ -	\$ 216,589
CUW227	Watershed Facilities and Fencing	Joint	\$ 190,552	\$ 206,448	\$ 397,000	\$ -	\$ -	\$ 278,297
CUW228	Watershed Roads	Joint	\$ 358,434	\$ 85,337	\$ 443,771	\$ -	\$ -	\$ 311,083
CUW232	Crystal Springs Dam Discharge	Joint	\$ 363,823	\$ -	\$ 363,823	\$ -	\$ -	\$ 255,040
CUW242	Demolition of Unsafe Structures	Joint	\$ 311,548	\$ 22,741	\$ 334,289	\$ -	\$ -	\$ 234,337
CUW242		Joint	\$ 315	\$ -	\$ 315	\$ -	\$ -	\$ 221
CUW261	Regional R&R - Storage	Joint	\$ 275,694	\$ 277,958	\$ 553,652	\$ -	\$ -	\$ 388,110
CUW262	Regional R&R - Treatment	Joint	\$ 1,236,895	\$ 409,282	\$ 1,646,177	\$ -	\$ -	\$ 1,153,970
CUW262		Joint	\$ 277,383	\$ -	\$ 277,383	\$ -	\$ -	\$ 194,445

ATTACHMENT K-2
WHOLESALE CUSTOMERS' SHARE OF THE BOOK VALUE OF REVENUE FUNDED CAPITAL EXPENDITURES
****PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES****
(Section 5.03)

[1] Project No.	[2] Project Description	[3] Rate Class	[4] CWIP as of 6/30/08	[5] FY 2008-09 Expenditures	[6] Reduction for O2A Funding	[7] CWIP as 6/30/09	[8] Water Related CWIP	[9] Wholesale Share
CUW263	Regional R&R - Transmission	Joint	\$ 768,422	\$ 797,659		\$ 1,566,081		\$ 1,097,823
CUW263		Joint	\$ 1,224,094	\$ -		\$ 1,224,094		\$ 858,090
CUW360	PLANNING - WSTD Sunol Quarry Reservoirs	Joint	\$ 2,513	\$ -		\$ 2,513		\$ 1,762
CUW934	BOA/BAW/13/F2/SFWD-CONT PROJ-OPER FD	Joint	\$ 59,479	\$ (2,210)	\$ 998,005	\$ (940,736)		\$ (659,456)
	TOTAL REGIONAL WATER PROJECTS		\$ 313,100,517	\$ 84,802,574	\$ 379,397,925	\$ 18,505,166		\$ 12,972,121
	Less Projects to be Capitalized in FY 2008-09					\$ 1,576,663		\$ 1,105,241
	ADJUSTED TOTAL REGIONAL WATER PROJECTS					\$ 16,928,503		\$ 11,866,881
2 Wholesale Direct								
	None							
B. Hetch Hetchy Water & Power								
CUH703	Priest Reservoir By-pass	Joint	-	47,164		\$ 47,164	\$ 21,224	\$ 13,626
CUH762	SJPL Repairs	Water	53,616	255,011		\$ 308,627	\$ 308,627	\$ 198,139
CUH766	HH Security Improvements	Joint	164,478	261,601		\$ 426,079	\$ 191,736	\$ 123,094
CUH767	Power Transformers	Power	-	-		\$ -	\$ -	\$ -
CUH803	Street Lights	Power	-	40,506		\$ 40,506	\$ -	\$ -
CUH804	HH Roads	Joint	-	341,240		\$ 341,240	\$ 153,558	\$ 98,584
CUH829	HH SCADA	Joint	-	-		\$ -	\$ -	\$ -
CUH842	Moccasin Cottages Renovations	Joint	-	-		\$ -	\$ -	\$ -
CUH846	New Moccasin Penstock	Power	543,073	-		\$ 543,073	\$ -	\$ -
CUH851	Turbine Generator Renovations	Power	111,755	926,254		\$ 1,038,009	\$ -	\$ -
CUH868	Moccasin Energy Absorber	Power	-	-		\$ -	\$ -	\$ -
CUH876	Moccasin Phone System	Joint	-	15,677		\$ 15,677	\$ 7,055	\$ 4,529
CUH878	O'Shaughnessy Discharge/Toulumne River Channel Impr.	Joint	31,953	168,076		\$ 200,029	\$ 90,013	\$ 57,788
CUH891	Metering Muni Load	Power	18	4,361		\$ 4,379	\$ -	\$ -
CUH893	Cherry/Eleanor Pump Upgrade	Power	-	17,012		\$ 17,012	\$ -	\$ -
CUH896	Street Lights	Power	9,294	568,794		\$ 578,088	\$ -	\$ -
CUH899	Canyon Tunnel Penstock	Power	6,210	21,804		\$ 28,014	\$ -	\$ -
CUH915	UG Assessment/Hunters Point	Power	961,755	1,668,663		\$ 2,630,418	\$ -	\$ -
CUH926	Pipe Purchase	Water	-	13,667		\$ 13,667	\$ 13,667	\$ 8,774
CUH931	Microwave Replacement	Joint	3,157,491	156,270		\$ 3,313,761	\$ 1,491,192	\$ 957,346
CUH932	HH SCADA	Joint	-	-		\$ -	\$ -	\$ -
CUH925	Distribution System	Power	446,419	109,797		\$ 556,216	\$ -	\$ -
CUH941	HHP SCADA Security & Control, East/O'Shaughnessy	Joint	1,433,974	246,948		\$ 1,680,922	\$ 756,415	\$ 485,618
CUH942	O'Shaughnessy Dam Discharge Needle Valves	Joint	-	-		\$ -	\$ -	\$ -
CUH943	Renewable Energy	Power	-	-		\$ -	\$ -	\$ -
CUH945	SJPL Crossovers	Water	-	-		\$ -	\$ -	\$ -
CUH946	Facility Maintenance	Joint	-	239		\$ 239	\$ 108	\$ 69
CUH947	Sustainable Energy Account	Power	441,226	1,838,396		\$ 2,279,622	\$ -	\$ -
CUH948	Facility Maintenance - Transmission Lines	Power	70,631	101,295		\$ 171,926	\$ -	\$ -
CUH949	POW Maintenance	Power	-	-		\$ -	\$ -	\$ -
CUH950	HPH/KPH/MPH	Power	1,236,853	1,167,621		\$ 2,404,474	\$ -	\$ -
CUH955	Solar Monitoring	Power	222	-		\$ 222	\$ -	\$ -
CUH956	Facility Maintenance - Gate Valves	Water	275,213	-		\$ 275,213	\$ 275,213	\$ 176,687
CUH957	Moccasin Corrosion Control	Joint	48,023	110,986		\$ 159,009	\$ 71,554	\$ 45,938
CUH958	Generation Metering	Power	-	18,811		\$ 18,811	\$ -	\$ -
CUH959	Moccasin Reservoir Water Quality	Water	109,379	-		\$ 109,379	\$ 109,379	\$ 70,221
CUH960	Solar Power Project	Power	6,480	(5,333)		\$ 1,147	\$ -	\$ -
CUH861	MECA Solar	Power	-	26,369		\$ 26,369	\$ -	\$ -
CUH962	SF Electrical Reliability	Power	9,672,565	2,653		\$ 9,675,218	\$ -	\$ -
CUH964	Watershed Lan Purchase	Water	-	75,756		\$ 75,756	\$ 75,756	\$ 48,635
CUH966	MECA - Demand Reduction	Power	-	-		\$ -	\$ -	\$ -
CUH969	SFIA SCADA	Power	-	-		\$ -	\$ -	\$ -
CUH971	Neward - CCSF Transmission Project	Power	235,120	54,602		\$ 289,722	\$ -	\$ -
CUH972	Load Metering	Power	145,039	1,274		\$ 146,313	\$ -	\$ -
CUH973	Distribution Assessment	Power	-	-		\$ -	\$ -	\$ -
CUH975	Hetch Hetchy Water R&R	Power	-	130,100		\$ 130,100	\$ -	\$ -
CUH975	Hetch Hetchy Water R&R	Water	52,613	516,524		\$ 569,137	\$ 569,137	\$ 365,386
CUH975	Hetch Hetchy Water R&R	Joint	999,854	887,864		\$ 1,887,718	\$ 849,473	\$ 545,362
CUH976	KPH Rewind	Power	1,053,295	1,417,914		\$ 2,471,209	\$ -	\$ -
CUH977	Facilities Maintenance - Water	Joint	770,839	1,049,878		\$ 1,820,717	\$ 819,323	\$ 526,005
CUH978	Community Choice Aggregation	Power	5,571	101,075		\$ 106,646	\$ -	\$ -
CUH979	Hunters Point Distribution	Power	1,926,977	532,011		\$ 2,458,988	\$ -	\$ -
CUH981	Shore Power for Cruise Ships	Power	2,690	-		\$ 2,690	\$ -	\$ -
CUH986	SEA - Energy Efficiency	Power	15,262	-		\$ 15,262	\$ -	\$ -
CUW687	S25 Golden Gate	Joint	-	4,105		\$ 4,105	\$ 1,847	\$ 1,186
IUH004	Auto Maintenance	Joint	-	3,882		\$ 3,882	\$ 1,747	\$ 1,122
PUH501	SF Environment Energy/Green Power	Power	-	66,107		\$ 66,107	\$ -	\$ -
PYEAES	Youth Employment	Joint	-	-		\$ -	\$ -	\$ -
	TOTAL HHWP PROJECTS		23,987,888	12,964,974		36,952,862	5,807,023	\$ 3,728,109
C TOTAL COMBINED WATER AND HHWP								
			\$ 337,088,405	\$ 97,767,548	\$ 379,397,925	\$ 55,458,028		\$ 15,594,990

Notes

- 6/30/08 CWIP per FAMIS
FY 2008-09 Expenditures posted through 3/20/09 per FAMIS
3. Wholesale share of CWIP 70.1% (see Note 5 Attachment K-1)
4. Water Related HHWP CWIP includes 100% of Water and 45% of Joint
5. Wholesale share of CWIP 64.2% (see Note 5 Attachment K-1)
6. Fund 2A expenditures are funded by Series 2006A bond proceeds, proceeds of commercial paper redeemed from 2006A proceeds and earnings on such proceeds, as applicable.

ATTACHMENT K-3
25 YEAR PAYOFF SCHEDULE FOR EXISTING RATE BASE
WATER ENTERPRISE REGIONAL ASSETS AND ONE DIRECT WHOLESALE ASSET
****PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES****
(Section 5.03)

	<u>Water Assets</u>
6/30/09 Wholesale Share of Net Plant & CWIP (Attachment K-1)	338,452,207
Interest Rate:	5.13%
Term:	25
Monthly Principal & Interest Calculation:	2,004,277
Annual Wholesale Revenue Requirement:	24,051,326

Fiscal Yr Ending	Principal	Interest	Annual Payment (Wtr)	Year End Balance
Jun-10	6,848,259	17,203,067	24,051,326	331,603,948
Jun-11	7,207,954	16,843,372	24,051,326	324,395,994
Jun-12	7,586,541	16,464,785	24,051,326	316,809,453
Jun-13	7,985,013	16,066,313	24,051,326	308,824,439
Jun-14	8,404,415	15,646,911	24,051,326	300,420,024
Jun-15	8,845,844	15,205,482	24,051,326	291,574,180
Jun-16	9,310,459	14,740,867	24,051,326	282,263,721
Jun-17	9,799,478	14,251,848	24,051,326	272,464,243
Jun-18	10,314,181	13,737,145	24,051,326	262,150,062
Jun-19	10,855,919	13,195,407	24,051,326	251,294,143
Jun-20	11,426,110	12,625,216	24,051,326	239,868,033
Jun-21	12,026,250	12,025,076	24,051,326	227,841,784
Jun-22	12,657,911	11,393,415	24,051,326	215,183,873
Jun-23	13,322,749	10,728,577	24,051,326	201,861,123
Jun-24	14,022,507	10,028,819	24,051,326	187,838,616
Jun-25	14,759,019	9,292,307	24,051,326	173,079,597
Jun-26	15,534,215	8,517,111	24,051,326	157,545,382
Jun-27	16,350,127	7,701,199	24,051,326	141,195,254
Jun-28	17,208,894	6,842,432	24,051,326	123,986,361
Jun-29	18,112,766	5,938,560	24,051,326	105,873,594
Jun-30	19,064,113	4,987,213	24,051,326	86,809,482
Jun-31	20,065,428	3,985,898	24,051,326	66,744,054
Jun-32	21,119,335	2,931,991	24,051,326	45,624,719
Jun-33	22,228,597	1,822,729	24,051,326	23,396,122
Jun-34	23,396,122	655,204	24,051,326	0
Totals:	338,452,207	262,830,943	601,283,150	

ATTACHMENT K-4
25 YEAR PAYOFF SCHEDULE FOR EXISTING RATE BASE
HETCH HETCHY WATER ASSETS AND WATER-RELATED PORTION OF JOINT ASSETS
****PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES****
(Section 5.03)

	<u>Hetch Hetchy</u>
6/30/09 Wholesale Share of Net Plant & CWIP (Attachment K-1)	43,877,206
Interest Rate:	5.13%
Term:	25
Monthly Principal & Interest Calculation:	259,836
Annual Wholesale Revenue Requirement:	3,118,033

Fiscal Yr Ending	Principal	Interest	Annual Payment (HH)	Year End Balance
Jun-10	887,814	2,230,219	3,118,033	42,989,393
Jun-11	934,445	2,183,588	3,118,033	42,054,948
Jun-12	983,525	2,134,507	3,118,033	41,071,423
Jun-13	1,035,183	2,082,849	3,118,033	40,036,239
Jun-14	1,089,555	2,028,478	3,118,033	38,946,685
Jun-15	1,146,782	1,971,250	3,118,033	37,799,903
Jun-16	1,207,015	1,911,017	3,118,033	36,592,887
Jun-17	1,270,412	1,847,621	3,118,033	35,322,475
Jun-18	1,337,138	1,780,894	3,118,033	33,985,337
Jun-19	1,407,370	1,710,663	3,118,033	32,577,967
Jun-20	1,481,290	1,636,743	3,118,033	31,096,678
Jun-21	1,559,092	1,558,940	3,118,033	29,537,585
Jun-22	1,640,981	1,477,051	3,118,033	27,896,604
Jun-23	1,727,172	1,390,861	3,118,033	26,169,432
Jun-24	1,817,889	1,300,144	3,118,033	24,351,544
Jun-25	1,913,371	1,204,662	3,118,033	22,438,173
Jun-26	2,013,868	1,104,165	3,118,033	20,424,305
Jun-27	2,119,643	998,389	3,118,033	18,304,662
Jun-28	2,230,974	887,058	3,118,033	16,073,688
Jun-29	2,348,153	769,880	3,118,033	13,725,535
Jun-30	2,471,486	646,546	3,118,033	11,254,048
Jun-31	2,601,298	516,735	3,118,033	8,652,751
Jun-32	2,737,927	380,106	3,118,033	5,914,824
Jun-33	2,881,733	236,300	3,118,033	3,033,091
Jun-34	3,033,091	84,941	3,118,033	0
	43,877,206	34,073,607	77,950,813	

ATTACHMENT K-5
UNEXPENDED APPROPRIATIONS FOR REVENUE-FUNDED REGIONAL ASSETS
CONSTRUCTION WORK IN PROGRESS AS OF MARCH 30, 2009
(Section 5.04)

Project	Project Title	Fund Type	Subfund	Classification	Appropriation	YTD Expenditures	PTD Expenditures	Encumbrances	Available Balances	Notes
<u>Water Assets</u>										
CUW257	WATERSHED PROTECTION	5W	AAAACP	REGIONAL	1,448,720	29,653	413,529	141,643	893,548	
CUW250	WATERSHED TRAILS&RECREATION IMPROV	5W	AAAACP	REGIONAL	387,639	9,431	112,689	6,675	268,275	
CUW261	REGIONAL WATER STORAGE RNR - BUDGET	5W	AAAACP	REGIONAL	1,750,000	250,970	526,664	26,687	1,196,648	Annual R&R
CUW242	DEMOLITION UNSAFE STRUCTURES	5W	AAAACP	REGIONAL	1,000,000	22,647	407,820	21,524	570,656	
CUW263	CONVEYANCE/TRANSMISSION - BUDGET	5W	AAAACP	REGIONAL	7,825,000	763,603	3,378,543	125,990	4,320,466	Annual R&R
CUW264	WATERSHED ROADS - BUDGET	5W	AAAACP	REGIONAL	3,000,000	77,074	1,391,500	162,401	1,446,099	Annual R&R
CUW262	TREATMENT FACS/WQ IMPROVE-BUDGET	5W	AAAACP	REGIONAL	4,801,000	399,073	2,704,204	349,016	1,747,780	Annual R&R
CUW168	ALAMEDA CREEK FISH RELEASE	5W	AAAACP	REGIONAL	1,537,398	46,624	1,040,919	152,647	343,832	
CUW231	MILLBRAE LAB CAPITAL IMPROVEMENTS	5W	AAAACP	REGIONAL	770,000	19,119	532,135	0	237,865	
CUW227	WATERSHED FENCES/FACILITES	5W	AAAACP	REGIONAL	3,000,000	206,222	2,223,776	581,926	194,298	
CUW253	FACILITIES SECURITY PROJECT	5W	AAAACP	REGIONAL	5,300,000	73,048	4,146,944	113,124	1,039,931	
CUW210	MILLBRAE ADMIN BLDG INTERIM REMODEL	5W	AAAACP	REGIONAL	2,407,700	284,902	1,935,204	160	472,337	
CUW228	WATERSHED ROADS RECONSTRUCTION	5W	AAAACP	REGIONAL	5,170,000	82,992	4,413,061	18,598	738,340	
CUW202	SAN ANTONIO PIPELINE EMERGENCY REPA	5W	AAAACP	REGIONAL	1,400,000	6,012	1,269,190	61,727	69,083	
CUW148	ENVIRONMENTAL & REGULATORY COMP	5W	AAAACP	REGIONAL	3,241,279	0	3,014,995	184,774	41,510	
CUW135	NEW LINE & BYPASS VALVES	5W	AAAACP	REGIONAL	4,829,680	2,103	4,689,067	0	140,613	
CUW143	HETCH HETCHY WATER TREATMENT PLAN	5W	AAAACP	REGIONAL	18,821,529	0	18,452,053	47,947	321,529	
CUW161	TREATMENT FACILITIES IMPROVEMENTS	5W	AAAACP	REGIONAL	15,028,319	334	14,747,873	0	280,446	
CUW241	FACILITIES MAINT SUPPORT STRUCTURES	5W	AAAACP	REGIONAL	5,000,000	8,390	4,988,882	0	11,118	
CUW392	PROGRAM MANAGEMENT SERVICES - WSIF	5W	AAAACP	LOCAL/REGIONAL	1,837,000	(98,519)	751,659	71,973	1,013,368	
CUW127	INST SCADA SYSTEM	5W	AAAACP	LOCAL/REGIONAL	13,156,681	2,481,274	8,653,641	0	4,503,040	
CUW710	OCIP PROJECT CONTROL	5W	AAAACP	LOCAL/REGIONAL	2,497,881	235,706	2,498,959	0	922	
	TOTAL ALL PROJECTS				104,209,826	4,900,661	82,291,307	2,066,813	19,851,706	
	LOCAL PROJECTS			LOCAL	0	0	0	0	0	
	JOINT LOCAL AND REGIONAL PROJECTS			LOCAL/REGIONAL	17,491,562	2,618,462	11,902,259	71,973	5,517,330	
	REGIONAL PROJECTS			REGIONAL	86,718,264	2,282,199	70,389,048	1,994,840	14,334,376	
	TOTAL ALL PROJECTS				104,209,826	4,900,661	82,291,307	2,066,813	19,851,706	
<u>Hetchy Hetchy Assets</u>										
CUH975	WATER INFRASTRUCTURE - BUDGET	5T	AAAACP	WATER	9,000,000	1,534,488	2,806,592	3,565,023	2,628,385	
CUH964	WATERSHED PROPERTY PURCHASES	5T	AAAACP	WATER	800,000	75,756	454,756	0	345,244	
CUH957	FAC MAINTENANCE-WATER TRANSPORTAT	5T	AAAACP	WATER	3,400,000	110,986	2,885,394	209,138	305,469	
CUH703	PRIEST RESERVOIR DIVERSION CHANNEL	5T	AAAACP	WATER	21,210,344	47,164	20,166,993	0	1,043,351	
CUH926	PIPELINE PURCHASE REPLACEMENT PIPE	5T	AAAACP	WATER	159,860	13,667	157,489	0	2,371	
CUH762	SAN JOAQUIN PIPELINE REPAIRS	5T	AAAACP	WATER	41,469,206	255,011	41,215,761	134,652	118,792	
CUW687	525 GOLDEN GATE	5T	AAAACP	JOINT	280,600	4,105	26,437	0	254,163	
CUH977	FACILITIES MAINTENANCE - BUDGET	5T	AAAACP	JOINT	9,300,000	1,049,878	3,578,478	803,231	4,918,290	
CUH931	HH MICROWAVE REPLACEMENT	5T	AAAACP	JOINT	4,767,000	156,270	3,313,761	1,227,242	225,997	
CUH941	HH SCADA SECURITY & CONTROL, EAST	5T	AAAACP	JOINT	2,068,180	246,948	1,680,922	256,198	131,060	
CUH804	HETCH-HETCHY ROADS REBUILDING	5T	AAAACP	JOINT	4,175,027	341,240	3,544,483	113,314	517,230	
CUH766	HETCHY FACILITIES SECURITY IMPROV.	5T	AAAACP	JOINT	2,086,692	261,601	1,960,386	62,470	63,836	
CUH876	MOCCASIN PHONE SYSTEM	5T	AAAACP	JOINT	1,610,000	15,677	1,528,780	0	81,220	
CUH878	O'SHAUGENESSY DIS.REPAIRS	5T	AAAACP	JOINT	7,179,009	33,750	7,101,644	9,297	68,068	
CUH810	VARIOUS OLD JOB	5T	AAAACP	JOINT	7,613,638	18,690	7,538,034	1,561	74,044	
CUH946	FAC MAINTENANCE-SUPPORT STRUCTURE	5T	AAAACP	JOINT	2,281,454	239	2,273,485	0	7,969	
CUH949	RIGHT OF WAY MAINTENANCE	5T	AAAACP	JOINT	815,000	0	814,208	166	626	
	TOTAL ALL PROJECTS				118,216,010	4,165,470	101,047,602	6,382,292	10,786,117	
	POWER PROJECTS			POWER	0	0	0	0	0	
	WATER PROJECTS			WATER	76,039,410	2,037,072	67,686,985	3,908,812	4,443,613	
	JOINT PROJECTS			JOINT	42,176,600	2,128,397	33,360,617	2,473,480	6,342,504	
	TOTAL ALL PROJECTS				118,216,010	4,165,470	101,047,602	6,382,292	10,786,117	

REVISED ATTACHMENT K-1
WHOLESALE CUSTOMERS' SHARE OF NET BOOK VALUE OF EXISTING ASSETS
AS OF JUNE 30, 2009
(Section 5.03)

	Notes	Water		Hetch Hetchy		Total
Regional System Net Plant as of 6/30/09	1, 5	\$485,580,249	1	\$63,528,861	2	\$549,109,110
Regional Construction Work in Progress as 6/30/09	2	\$35,072,164	3	\$7,507,984	3	\$42,580,148
Total Net Plant and Construction Work in Progress		\$520,652,413		\$71,036,845		\$591,689,258
Regional System Allocation Factor	3	70.1%		64.2%		
Wholesale Share of Regional System Net Plant		\$340,391,755		\$40,785,529		\$381,177,284
Wholesale Share of Construction Work in Progress	4	\$11,025,550		\$4,820,126		\$15,845,676
Total Wholesale Share of Net Plant and CWIP		\$351,417,305		\$45,605,655		\$397,022,960
Interest Rate		5.13%		5.13%		
Term (Yrs)		25		25		
Monthly Principal & Interest		\$2,081,055		\$270,072		\$2,351,127
Annual Wholesale Revenue Requirement Amount		\$24,972,661		\$3,240,861		\$28,213,522

Notes

1. FAACS 120D Report as of 6/30/09
2. CWIP based on balance as 6/30/09, with adjustments from the Agreed-Up Procedures Report. See K-2 for details.
3. Fixed allocation factors based on dollar weighted 5-year average of J-Table allocation factors (2003-04 through 2007-08)
4. Projects CUW127 SCADA, CUW687/934 525 Golden Gate, and CUW690 Customer Care and Billing are specially allocated, see K-2 for details
5. A rounding difference of \$3,846 was identified by the SFPUC relating to various cumulative prior year differences in net utility plant. Under Section 5.03D, the Parties agreed that the Wholesale Customers' share of net book values of existing regional assets as of 06/30/2008 are accurate. However, to match Attachment K to the FY08-09 Audited SRRC, the SFPUC will credit the 1984 Balancing Account for \$79.

Original Rate Base, FY08-09 SRRC	\$19,367,641
Adjusted Rate Base	\$19,367,562
1984 Balancing Account Credit	\$79

APPROVED IN ACCORDANCE WITH ARTICLE V, SECTION 5.03D OF THE WATER SUPPLY AGREEMENT BETWEEN THE CITY & COUNTY OF SAN FRANCISCO & WHOLESALE CUSTOMERS:

CITY AND COUNTY OF SAN FRANCISCO

Acting by and through its Public Utilities Commission

By: _____

Edward Harrington
General Manager

Date: 3/4, 2011

BAY AREA WATER SUPPLY AND CONSERVATION AGENCY

Acting on behalf of the Wholesale Customers

By: _____

Arthur R. Jensen
General Manager

Date: 3/7, 2011

REVISED ATTACHMENT K-2
WHOLESALE CUSTOMERS' SHARE OF REVENUE FUNDED CAPITAL EXPENDITURES
CONSTRUCTION WORK IN PROGRESS AS OF JUNE 30, 2009
(Section 5.03)

(1)	(2)	(3)	(4)	(4a)	(4b)	(5)	(6)
Project No.	Project Description	Rate Class	CWIP as of 6/30/09	Adjustments	Adjusted CWIP as of 06/30/09	Water Related CWIP	Wholesale Share Funding Source / Notes
A. Water Enterprise							
1. Regional Projects							
CUW111/112	Lower Crystal Springs Dam	Joint	52,615	0	52,615		36,883 ACP/95A
CUW127	SCADA	Joint	30,952	0	30,952		13,951 ACP/98A Split 64.3%/35.9% Joint/City
CUW135	New Lines and Bypass Valves	Joint	69,818	(6,018)	63,800		44,724 98A
CUW143	HH Water Treatment	Joint	1,167	(1,167)	0		0 ACP
CUW168	Alameda HCP -EIS/EIR	Joint	26,428	0	26,428		18,526 ACP
CUW181	Standby Power Facilities	Joint	5,905	0	5,905		4,139 ACP
CUW202	Replace PCCP	Joint	414,754	0	414,754		290,743 ACP/96A/98A
CUW206	Thomas Shaft Roadway	Joint	530,329	0	530,329		371,761 96A/98B
CUW208	Lawrence-Livermore	City	0	0	0		0 ACP
CUW220	Calaveras Dam Evaluation	Joint	308,971	0	308,971		216,588 ACP
CUW227	Watershed Facilities and Fencing	Joint	235,658	0	235,658		165,196 ACP
CUW228	Watershed Roads	Joint	443,771	0	443,771		311,083 ACP
CUW231	Milbrae Labs Improvement	Joint	58,081	0	58,081		40,715 ACP/98B
CUW235	Tesla/SJVH WQ Monitoring	Joint	5,596	(5,596)	0		0 98B
CUW242	Demolition of Unsafe Structures	Joint	2,534	0	2,534		1,777 ACP
CUW248	Sunol/Niles Dam Removal	Joint	81,111	0	81,111		56,859 ACP
CUW253	WQ Projects	Joint	72,144	0	72,144		50,573 ACP
CUW261	Regional R&R - Storage	Joint	706,684	0	706,684		495,386 ACP
CUW262	Regional R&R - Treatment	Joint	575,064	0	575,064		403,120 ACP
CUW263	Regional R&R - Transmission	Joint	1,433,696	0	1,433,696		1,005,231 ACP
CUW264	Watershed Roads	Joint	198,163	0	198,163		138,912 ACP
CUW354	Lower Crystal Springs Dam	Joint	857,235	0	857,235		600,922 ACP
CUW355	Standby Power Facilities	Joint	37,875	0	37,875		28,550 ACP
CUW356	New Crystal Springs Bypass Tunnel	Joint	3,671,856	0	3,671,856		2,573,971 96A/98A
CUW359/CUW12	Irvington Tunnel	Joint	2,095,122	0	2,095,122		1,468,681 ACP
CUW368	BDPL Hydraulic Capacity	Joint	1,612,592	0	1,612,592		1,130,427 ACP
CUW371	CSPS and Pipeline	Joint	221,690	0	221,690		155,404 ACP
CUW374	Calaveras Dam	Joint	544,618	0	544,618		381,777 ACP
CUW382	SVWTP Treated Water Reservoir	Joint	32,153	0	32,153		22,539 ACP
CUW384/CUW231	Tesla Disinfection	Joint	230,019	0	230,019		161,244 ACP
CUW387	CSPL #2	Joint	1,195,062	0	1,195,062		837,739 96A/98B
CUW392	Program Management	Special	979,694	(979,694)	0		0 Special
CUW685	Emergency Operations Center	Joint	185	0	185		129 ACP
CUW687/934	525 Golden Gate	Joint	15,797,679	0	15,797,679		0 will be paid for as lease in lieu of rent
CUW690	Customer Care & Billing	Special	3,535,118	0	3,535,118		0 Note A
CUW710	OCIP	Special	2,496,959	(2,496,959)	0		0 Special
TOTAL REGIONAL PROJECTS			38,561,597	(3,489,434)	35,072,164		11,025,550
2. Wholesale Direct							
None							
B. Hetch Hetchy Water & Power							
CUH703	Priest Reservoir Bypass	Joint	574	0	574	256	166 ACP
CUH762	SJPL Repairs	Water	66,609	0	66,609	66,609	42,763 ACP
CUH766	HH Security Improvements	Joint	284,456	0	284,456	128,005	82,179 ACP
CUH804	HH Roads	Joint	567,503	0	567,503	255,376	163,952 ACP
CUH846	New Moccasin Penstock	Power	543,074	0	543,074	0	0 ACP
CUH931	Microwave Replacement	Joint	4,156,642	0	4,156,642	1,870,489	1,200,854 ACP
CUH941	HH SCADA Security & Control	Joint	702,709	0	702,709	316,219	203,013 ACP
CUH950	Penstock Renovation	Power	561,536	0	561,536	0	0 ACP
CUH957	Moccasin Coniston Control	Water	314,805	0	314,805	314,805	202,105 ACP
CUH959	Moccasin Reservoir Water Quality	Water	109,379	0	109,379	109,379	70,221 ACP
CUH964	Watershed Land Purchase	Water	47,768	0	47,768	47,768	30,687 ACP
CUH975	HH Water R&R - Joint Facilities	Joint	2,495,322	0	2,495,322	1,122,695	720,898 ACP
CUH975	HH Water R&R - Kirkwood Penstock Assessment	Power	460,170	0	460,170	0	0 ACP
CUH975	HH Water R&R - SJPL Rehabilitation/RR Lime Slaker	Water	2,330,076	0	2,330,076	2,330,076	1,495,909 ACP
CUH977	Facilities Maintenance - Water	Joint	2,076,186	0	2,076,186	934,284	589,810 ACP
CUH998	Camp Mather Leach Field	Joint	26,270	0	26,270	11,822	7,589 ACP
TOTAL HETCH HETCHY WATER & POWER			14,743,078	0	14,743,078	7,507,984	4,820,126
TOTAL COMBINED WATER AND HHWP			53,304,675	(3,489,434)	49,815,242	7,507,984	15,845,676

Note A: CUW690 - Customer Care & Billing

This project will be specially allocated. SFPUC will reflect \$70,702.36 (\$3,535,117.97 x 2%) as an adjustment to the Balancing Account in favor of the Retail customers.

REVISED ATTACHMENT K-3
 (Section 5.03)
ANNUAL PAYMENTS FOR WHOLESALE SHARE OF 6/30/09 NET PLANT & CWIP
(WATER ASSETS)
Revised for February 2013 Prepayment

6/30/09 Wholesale Share of Net Plant & CWIP:	351,417,305
Interest Rate:	5.13%
Original Term:	25
Monthly Principal & Interest Calculation through 6/30/13:	2,081,055
Annual Wholesale Revenue Requirement through 6/30/13:	24,972,661

Fiscal Yr				Prepay-	
Ending	Principal	Interest	Total	ment	End Bal (6/30)
Jun-10	7,110,596	17,862,065	24,972,661	-	344,306,709
Jun-11	7,484,069	17,488,591	24,972,661	-	336,822,640
Jun-12	7,877,159	17,095,502	24,972,661	-	328,945,481
Jun-13	13,715,985	11,256,676	24,972,661	315,229,496	0
Jun-14	-	-	-	-	-
Jun-15	-	-	-	-	-
Jun-16	-	-	-	-	-
Jun-17	-	-	-	-	-
Jun-18	-	-	-	-	-
Jun-19	-	-	-	-	-
Jun-20	-	-	-	-	-
Jun-21	-	-	-	-	-
Jun-22	-	-	-	-	-
Jun-23	-	-	-	-	-
Jun-24	-	-	-	-	-
Jun-25	-	-	-	-	-
Jun-26	-	-	-	-	-
Jun-27	-	-	-	-	-
Jun-28	-	-	-	-	-
Jun-29	-	-	-	-	-
Jun-30	-	-	-	-	-
Jun-31	-	-	-	-	-
Jun-32	-	-	-	-	-
Jun-33	-	-	-	-	-
Jun-34	-	-	-	-	-
	36,187,809	63,702,834	99,890,643	315,229,496	

Note: The monthly supporting calculation for fiscal year 2012-13 is attached.

**Monthly Calculations for Updated K-3 Schedule for FY 2012-13
Based on February 2013 Prepayment
(Water)**

6/30/12 Unpaid Balance	328,945,481
Interest Rate:	5.13%
Original Term:	25
Monthly Principal & Interest Calculation through 6/30/13	2,081,055
Annual Wholesale Revenue Requirement through 6/30/13:	24,972,661
Prepayment Date	2/27/13

Month Ending	Mo. Pmt	Beginning Balance	Principal ⁽¹⁾	Interest ⁽¹⁾	Total	Ending Balance	Prepay- ment
6/30/12		n/a	n/a	n/a	n/a	328,945,481	
7/30/12	2,081,055	328,945,481	674,813	1,406,242	2,081,055	328,270,667	-
8/30/12	2,081,055	328,270,667	677,698	1,403,357	2,081,055	327,592,970	-
9/30/12	2,081,055	327,592,970	680,595	1,400,460	2,081,055	326,912,374	-
10/30/12	2,081,055	326,912,374	683,505	1,397,550	2,081,055	326,228,870	-
11/30/12	2,081,055	326,228,870	686,427	1,394,628	2,081,055	325,542,443	-
12/30/12	2,081,055	325,542,443	689,361	1,391,694	2,081,055	324,853,082	-
1/30/13	2,081,055	324,853,082	692,308	1,388,747	2,081,055	324,160,774	-
2/28/13	2,081,055	324,160,774	695,268	1,385,787	2,081,055	323,465,506	315,229,496 ⁽¹⁾
3/30/13	2,081,055	8,236,010	2,045,846	35,209	2,081,055	6,190,164	-
4/30/13	2,081,055	6,190,164	2,054,592	26,463	2,081,055	4,135,572	-
5/30/13	2,081,055	4,135,572	2,063,375	17,680	2,081,055	2,072,196	-
6/30/13	2,081,055	2,072,196	2,072,196	8,859	2,081,055	0	-
Total (Rev K-3):			13,715,985	11,256,676	24,972,661		315,229,496
Current K-3 ⁽²⁾ :			8,290,896	16,681,765	24,972,661		
Additional Principal Amortized:			5,425,089				

- (1) Starting in March, the Prepayment is applied to the monthly interest calculations and monthly principal is calculated to maintain monthly principal and interest \$2,081,055 and the annual WRR amount at \$24,972,661 resulting in no impact to the 6/30/13 balancing account compared to no prepayment being made.
- (2) K-3 principal and interest for FY 12-13 on K-3 before prepayment.
Provided for reference only.

REVISED ATTACHMENT K-4

(Section 5.03)

ANNUAL PAYMENTS FOR WHOLESALE SHARE OF 6/30/09 NET PLANT & CWIP

(HETCH HETCHY ASSETS)

Revised for February 2013 Prepayment

6/30/09 Wholesale Share of Net Plant & CWIP:	45,605,655
Interest Rate:	5.13%
Original Term:	25
Monthly Principal & Interest Calculation through 6/30/13:	270,072
Annual Wholesale Revenue Requirement through 6/30/13:	3,240,861

Fiscal Yr Ending	Principal	Interest	Total	Prepay- ment	End Bal (6/30)
Jun-10	922,787	2,318,074	3,240,861	-	44,682,868
Jun-11	971,255	2,269,606	3,240,861	-	43,711,612
Jun-12	1,022,269	2,218,592	3,240,861	-	42,689,343
Jun-13	1,780,010	1,460,850	3,240,861	40,909,333	0
Jun-14	-	-	-	-	-
Jun-15	-	-	-	-	-
Jun-16	-	-	-	-	-
Jun-17	-	-	-	-	-
Jun-18	-	-	-	-	-
Jun-19	-	-	-	-	-
Jun-20	-	-	-	-	-
Jun-21	-	-	-	-	-
Jun-22	-	-	-	-	-
Jun-23	-	-	-	-	-
Jun-24	-	-	-	-	-
Jun-25	-	-	-	-	-
Jun-26	-	-	-	-	-
Jun-27	-	-	-	-	-
Jun-28	-	-	-	-	-
Jun-29	-	-	-	-	-
Jun-30	-	-	-	-	-
Jun-31	-	-	-	-	-
Jun-32	-	-	-	-	-
Jun-33	-	-	-	-	-
Jun-34	-	-	-	-	-
	4,696,322	8,267,121	12,963,443	40,909,333	

Note: The monthly supporting calculation for fiscal year 2012-13 is attached.

**Monthly Calculations for Updated K Schedules for FY 2012-13
Based on February 2013 Prepayment
(Hetch Hetchy)**

6/30/12 Unpaid Balance	42,689,343
Interest Rate:	5.13%
Original Term:	25
Monthly Principal & Interest Calculation through 6/30/13	270,072
Annual Wholesale Revenue Requirement through 6/30/13:	3,240,861
Est. Prepayment Date	2/27/13

Month Ending	Mo. Pmt	Beginning Balance	Principal ⁽¹⁾	Interest ⁽¹⁾	Total	Ending Balance	Prepay- ment
6/30/12		n/a	n/a	n/a	n/a	42,689,343	
7/30/12	270,072	42,689,343	87,575	182,497	270,072	42,601,769	-
8/30/12	270,072	42,601,769	87,949	182,123	270,072	42,513,820	-
9/30/12	270,072	42,513,820	88,325	181,747	270,072	42,425,494	-
10/30/12	270,072	42,425,494	88,703	181,369	270,072	42,336,792	-
11/30/12	270,072	42,336,792	89,082	180,990	270,072	42,247,710	-
12/30/12	270,072	42,247,710	89,463	180,609	270,072	42,158,247	-
1/30/13	270,072	42,158,247	89,845	180,227	270,072	42,068,402	-
2/28/13	270,072	42,068,402	90,229	179,842	270,072	41,978,172	40,909,333 ⁽¹⁾
3/30/13	270,072	1,068,839	265,502	4,569	270,072	803,337	-
4/30/13	270,072	803,337	266,637	3,434	270,072	536,699	-
5/30/13	270,072	536,699	267,777	2,294	270,072	268,922	-
6/30/13	270,072	268,922	268,922	1,150	270,072	0	-

Total (Rev K-4):	1,780,010	1,460,850	3,240,861	40,909,333
Current K-4 ⁽²⁾ :	1,075,962	2,164,899	3,240,861	
Additional Principal Amortized (K-4):	704,048			Combined
Plus Additional K-3 Principal:	5,425,089			Prepayment
Combined Additional Principal:	6,129,137			356,138,829

- (1) Starting in March, the Prepayment is applied to the monthly interest calculations and monthly principal is calculated to maintain monthly principal and interest \$270,072 and the annual WRR amount at \$3,240,861, resulting in no impact to the 6/30/13 balancing account compared to no prepayment being made.
- (2) K-4 principal and interest for FY 12-13 on K-4 before prepayment.

REVISED ATTACHMENT K-5
 10 YEAR PAYOFF SCHEDULES FOR EXISTING RATE BASE
 WATER ENTERPRISE UNEXPENDED APPROPRIATIONS FOR REVENUE-FUNDED REGIONAL ASSETS
 CONSTRUCTION WORK IN PROGRESS (CWIP)
 AS OF JUNE 30, 2009
 (Section 5.03C)

				<u>Difference</u> <u>(Increase) from</u>		<u>Difference</u> <u>(Increase) from</u>
	<u>Revised</u>	<u>Audited</u>	<u>Audited</u>	<u>Original</u>	<u>Original</u>	
6/30/09 Wholesale Share of Unexpended Appropriations of CWIP	\$ 6,618,478	\$ 6,618,021	\$ 457	\$ 6,613,084	\$ 5,394	
Interest Rate:	4.00%					
Term:	10					
Monthly Principal & Interest Calculation:	\$67,009					
Annual Wholesale Revenue Requirement:	\$804,106	\$804,051	\$ 55	\$803,451	\$655	

Fiscal Yr Ending	Principal	Interest	Annual Payment	Year End Balance
Jun-15	\$549,366	\$254,740	\$804,106	\$6,069,112
Jun-16	\$571,748	\$232,358	\$804,106	\$5,497,363
Jun-17	\$595,042	\$209,064	\$804,106	\$4,902,321
Jun-18	\$619,285	\$184,821	\$804,106	\$4,283,035
Jul-19	\$644,516	\$159,590	\$804,106	\$3,638,519
Jun-20	\$670,775	\$133,332	\$804,106	\$2,967,745
Jun-21	\$698,103	\$106,004	\$804,106	\$2,269,642
Jun-22	\$726,545	\$77,562	\$804,106	\$1,543,097
Jul-23	\$756,145	\$47,961	\$804,106	\$786,952
Jun-24	\$786,952	\$17,155	\$804,106	\$0
Totals:	\$6,618,478	\$1,422,587	\$8,041,065	

REVISED ATTACHMENT K-5
 10 YEAR PAYOFF SCHEDULES FOR EXISTING RATE BASE
 HETCH HETCHY ENTERPRISE UNEXPENDED APPROPRIATIONS FOR REVENUE-FUNDED REGIONAL ASSETS
 CONSTRUCTION WORK IN PROGRESS (CWIP)
 AS OF JUNE 30, 2009
 (Section 5.03C)

6/30/09 Wholesale Share of Unexpended Appropriations of CWIP

Interest Rate:

Term:

Monthly Principal & Interest Calculation:

Annual Wholesale Revenue Requirement:

			<u>Difference</u> <u>(Increase) from</u>		<u>Difference</u> <u>(Increase)</u>
	<u>Revised</u>	<u>Audited</u>	<u>Audited</u>	<u>Original</u>	<u>from Original</u>
\$	2,923,204	\$ 2,914,484	\$ 8,720	\$ 2,912,877	\$ 10,326
	4.00%				
	10				
	\$29,596				
	\$355,152	\$354,093	\$ 1,059	\$353,898	\$1,254

Fiscal Yr Ending	Principal	Interest	Total	End. Balance	Principal	Interest	Annual Payment	Year End Balance
Jun-15	\$20,592	\$9,004	\$29,596	\$2,680,563	\$242,640	\$112,512	\$355,152	\$2,680,563
Jun-16	\$21,431	\$8,165	\$29,596	\$2,428,037	\$252,526	\$102,626	\$355,152	\$2,428,037
Jun-17	\$22,304	\$7,292	\$29,596	\$2,165,223	\$262,814	\$92,338	\$355,152	\$2,165,223
Jun-18	\$23,213	\$6,383	\$29,596	\$1,891,701	\$273,522	\$81,631	\$355,152	\$1,891,701
Jul-19	\$24,159	\$5,437	\$29,596	\$1,607,036	\$284,665	\$70,487	\$355,152	\$1,607,036
Jun-20	\$25,143	\$4,453	\$29,596	\$1,310,773	\$296,263	\$58,889	\$355,152	\$1,310,773
Jun-21	\$26,167	\$3,429	\$29,596	\$1,002,440	\$308,333	\$46,819	\$355,152	\$1,002,440
Jun-22	\$27,233	\$2,363	\$29,596	\$681,544	\$320,895	\$34,257	\$355,152	\$681,544
Jul-23	\$28,343	\$1,253	\$29,596	\$347,575	\$333,969	\$21,183	\$355,152	\$347,575
Jun-24	\$29,498	\$98	\$29,596	(\$0)	\$347,575	\$7,577	\$355,152	(\$0)
Totals:	\$2,923,204	\$628,318	\$3,551,522		\$2,923,204	\$628,318	\$3,551,522	

										(A)	(B)	(C)	(D) = (A) - (B) - (C)	(E1)	(E2)	(E3)	(E4)	(E5)	(E6)	(F) = (E1) + (E2) + (E3)+(E4)+(E5) + (E6)	(F) = (C) + (D) - (E)	(G)	(H)	(I)	(J) = (A) - (B) - (E) - (G) - (H) - (I)																																							
										Appropriation					Expenditures in					Total Expenditures					Unused Balance					Encumbrances					Appropriation					Unexpended																								
										As of June 30, 2009					FY 2009-10					FY 2010-11					FY 2011-12					FY 2012-13					FY 2013-14					YTD FY 2014-15					As of June 30, 2015					As of June 30, 2015					As of June 30, 2015					As of June 30, 2015				
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					(A)	(B)	(C)	(D) = (A) - (B) - (C)	(E1)	(E2)	(E3)	(E4)	(E5)	(E6)	(E) = (E1) + (E2) + (E3)+(E4)+(E5) + (E6)	(F) = (C) + (D) - (E)	(G)	(H)	(I)	(J) = (A) - (B) - (E) - (G) - (H) - (I)	
					Appropriation	YTD Expenditures	PTD Expenditures	Encumbrances	Available Balance	Expenditures in						Total Expenditures	Unused Balance	Encumbrances	Appropriation Transfer Out through Closeout Process	DEOBLIGATE / OBLIGATION	Unexpended Balances of Appropriation after Closeout and Deobligate
Project	Project Title	Fund Type	Subfund	Classification	As of June 30, 2009	As of June 30, 2009	As of June 30, 2009	As of June 30, 2009	As of June 30, 2009	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	YTD FY 2014-15			As of June 30, 2015	As of June 30, 2015	As of June 30, 2015	As of June 30, 2015
	Pooled Interest Rate in FY 2010-11		(DDD1)							1.24%	-	-	-	-	-						
	Pooled Interest Rate in FY 2011-12		(DDD2)							1.11%	1.11%	-	-	-	-						
	Pooled Interest Rate in FY 2012-13		(DDD3)							0.85%	0.85%	0.85%									
	Pooled Interest Rate in FY 2013-14		(DDD4)							0.663%	0.663%	0.663%	0.663%								
	Estimated Pooled Interest Rate in FY 2014-15 (as of March 31, 2015)		(DDD5)							0.499%	0.499%	0.499%	0.499%	0.499%	0.499%						
	Interest Amount in FY 2010-11		(EEE1) = (CCC) x (DDD1)							\$ 25,884	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,884					
	Interest Amount in FY 2011-12		(EEE2) = (CCC) x (DDD2)							\$ 23,171	\$ 5,978	\$ -	\$ -	\$ -	\$ -	\$ 29,148					
	Interest Amount in FY 2012-13		(EEE3) = (CCC) x (DDD3)							\$ 17,743	\$ 4,577	\$ 1,006	\$ -	\$ -	\$ -	\$ 23,327					
	Interest Amount in FY 2013-14		(EEE4) = (CCC) x (DDD4)							\$ 13,840	\$ 3,570	\$ 785	\$ 277	\$ -	\$ -	\$ 18,195					
	Estimated Interest Amount in FY 2014-15 (as of March 31, 2015)		(EEE5) = (CCC) x (DDD5)							\$ 10,416	\$ 2,687	\$ 591	\$ 209	\$ 106	\$ 27	\$ 13,694					
	Balance due from Wholesale Customers		(FFF) = (CCC) + (EEE1) + (EEE2) + (EEE3) + (EEE4) + (EEE5)							\$ 2,178,506	\$ 555,338	\$ 120,777	\$ 42,279	\$ 21,384	\$ 5,538	\$ 2,923,204					

- Notes:
- 1 Total expenditure only included amount up to the Unused Balance.
 - 2 Expenditures under projects CUW392 and CUW710 were re-allocated to various projects. As a result, there are zero balance in expenditures for these projects.
 - 3 Project CUW690 - Customer Care & Billing System will be specially allocated due to limit to Customer Services % (2%) in WSA contract section 5.05E.
 - 4 There is a difference in Appropriation Balance as of March 31, 2009 vs. June 30, 2009.
 - 5 Actual expenditures exceed available fund balance, assume the exceed expenditures are from encumbrances.
 - 6 This project has been closed out as of June 6, 2013.
 - 7 This project is split 64.3%/35.7%, Joint/City) per Revised Attachment K-2.
 - 8 This project has been closed out as of June 30, 2012.
 - 9 Project is included as part of the revenue funded capital project.
 - 10 Project is included as part of the Water Enterprise revenue bond funded capital project.
 - 11 Projects CUH975 and CUH977 were funded by revenue in FY 2009-10 and FY 2010-11. However, starting in FY 2011-12, these two projects were funded by Water Revenue Bond Series 2011B. As a result, Wholesale Customers were refunded \$10,838,326 (\$10,519,682 collected in FY 2009-10 and FY 2010-11 plus interest of \$318,644) in FY 2011-12.
 - 12 Intentionally left blank.
 - 13 There is a difference in Appropriation Balance as of March 31, 2009 vs. June 30, 2009.
 - 14 Per discussion with Carlos Jacobo, project CUH810 is a custom work project and should be "POWER" not "JOINT". These custom works are mainly for street light maintenance.

ATTACHMENT L

ATTACHMENT L-1
IDENTIFICATION OF WSIP PROJECTS AS REGIONAL/RETAIL
(Section 5.04)

Project Number		Project Description
REGIONAL		
San Joaquin Region		
CUW373	Regional	San Joaquin Pipeline System Rehabilitation
CUW384	Regional	Tesla Advance Disinfection
CUW387	Regional	Tesla Portal Disinfection
Sunol Valley Region		
CUW352	Regional	Alameda Creek Fishery Enhancement
CUW355	Regional	Stand-by Power - Various Locations
CUW359	Regional	New Irvington Tunnel/Alameda Siphon No. 4
CUW370	Regional	Pipeline Readiness Improvements
CUW374	Regional	Calaveras Dam Replacement
CUW381	Regional	SVWTP 40 mgd Addition
CUW382	Regional	SVWTP Finished Water Reservoir
CUW386	Regional	San Antonio Pump Station Upgrade
Bay Division Region		
CUW353	Regional	Seismic Upgrade BDPL 3 & 4
CUW363	Regional	SCADA Phase II/Security Upgrades
CUW368	Regional	BDPL Reliability Upgrades
CUW380	Regional	BDPL 3 & 4 Crossover
CUW389	Regional	EBMUD Intertie
CUW393	Regional	BDPL 4 Slipline
Peninsula Region		
CUW354	Regional	Lower Crystal Springs Dam Improvement
CUW356	Regional	Crystal Springs Bypass Tunnel
CUW357	Regional	Adit Leak Repairs
CUW361	Regional	Pulgas Balancing Reservoir Rehabilitation and Improvements
CUW365	Regional	Cross Connection Control
CUW366	Regional	HTWTP Short Term Improvements
CUW367	Regional	HTWTP Long Term Improvements
CUW369	Regional	Capuchino Valve Lot Improvements
CUW371	Regional	Crystal Springs/San Andreas Transmission
CUW378	Regional	Crystal Springs Pipeline 2 Replacement
CUW379	Regional	San Andreas Pipeline 3 Installation
CUW390	Regional	Desalination
CUW391	Regional	Baden & San Pedro Valve Lots Improvements

ATTACHMENT L-1
IDENTIFICATION OF WSIP PROJECTS AS REGIONAL/RETAIL
(Section 5.04)

Project Number		Project Description
San Francisco Region		
CUW358	Regional	Sunset Reservoir Upgrades - North Basin
CUW372	Regional	University Mound Reservoir Upgrades - North Basin
System-Wide		
CUW388	Regional	PEIR
CUW392	Regional	Program Management Services
CUW394	Regional	Watershed Land Acquisition
RETAIL		
Reservoirs		
CUW307	Local	Summit Reservoir Rehabilitation
CUW310	Local	New Northwest Reservoir
CUW319	Local	Hunters Point Reservoir Rehabilitation
CUW334	Local	Stanford Heights Reservoir Rehabilitation
CUW335	Local	Potrero Heights Reservoir Rehabilitation
CUW337	Local	Sutro Reservoir Rehabilitation
Pump Stations/Tanks		
CUW306	Local	Crocker Amazon Pump Station Upgrade
CUW309	Local	Lake Merced Pump Station Upgrade
CUW314	Local	La Grande Tank Upgrade
CUW318	Local	Forest Hill Tank Rehabilitation
CUW320	Local	Forest Hill Pump Station Upgrade
CUW321	Local	Forest Knoll Pump Station Upgrade
CUW322	Local	Lincoln Park Pump Station Upgrade
CUW323	Local	Aleman Pump Station Upgrade
CUW324	Local	Mount Davidson Pump Station Upgrade
CUW326	Local	Palo Alto Pump Station Upgrade
CUW326	Local	Sktview-AquaVista Pump Station Upgrade
CUW327	Local	Summit Pump Station Upgrade
CUW328	Local	McLaren #1 Tank Rehabilitation
CUW329	Local	Potrero Heights Tank Seismic Upgrade
CUW330	Local	Forest Knoll Tank Seismic Upgrade
CUW331	Local	Lincoln Park Tank Seismic Upgrade
CUW332	Local	McLaren #2 Tank Rehabilitation
CUW333	Local	Mount Davidson Tank Seismic Upgrade
CUW338	Local	La Grande Pump Station Upgrade
CUW339	Local	Potrero Heights Pump Station Upgrade
CUW340	Local	Vista Francisco Pump Station Upgrade

ATTACHMENT L-1
IDENTIFICATION OF WSIP PROJECTS AS REGIONAL/RETAIL
(Section 5.04)

Project Number		Project Description
Pipelines/Valves		
CUW304	Local	North University Mound System Upgrade
CUW308	Local	Motorize Key Valves
CUW311	Local	Sunset Circulation Improvements
CUW312	Local	Lincoln Way Transmission Line
CUW313	Local	Noe Valley Transmission Main, Phase 2
CUW315	Local	East/West Transmission Main
CUW316	Local	Fulton @ Sixthe Ave Main Replacement
Water Supply/Water Quality		
CUW301	Local	Groundwater
CUW302	Local	Recycled Water
CUW364	Local	Lawrence-Livermore National Laboratory Water Quality Improvements
Miscellaneous		
CUW303	Local	Vehicle Service Facility Upgrade
CUW305	Local	Fire Protection at CCD

03/13/06

\$507,815,000
PUBLIC UTILITIES COMMISSION
OF THE CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO WATER REVENUE BONDS, 2006 SERIES A

\$110,065,000
PUBLIC UTILITIES COMMISSION
OF THE CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO WATER REVENUE BONDS, 2006 REFUNDING SERIES B

CERTIFICATE REGARDING USE OF PROCEEDS

The undersigned hereby states and certifies as follows:

(i) The undersigned is the General Manager of the Public Utilities Commission of the City and County of San Francisco (the "Commission"), and is authorized to execute this certificate on behalf of the Commission and is knowledgeable with respect to the matters set forth herein.

(ii) On the date hereof, the Commission is issuing the two series of bonds captioned above (the "2006 Series A Bonds," the "2006 Refunding Series B Bonds" and, together, the "Bonds") pursuant to an Amended and Restated Indenture dated as of August 1, 2002 and the First Supplemental Indenture dated as of March 1, 2006 (collectively, the "Indenture"), both by and between the Commission and U.S. Bank National Association, as trustee (the "Trustee").

(iii) The Trustee will transfer and deposit the proceeds of the 2006 Series A Bonds received by the Trustee on the date hereof as follows:

(1) \$48,212,528.32 will be deposited in the 2006 Series A Capitalized Interest Account established within the Interest Fund;

(2) \$15,958,031.25 will be deposited in the 2006 Series A Reserve Account of the Bond Reserve Fund;

(3) \$623,906.09 will be deposited in the 2006 Series A Costs of Issuance Fund;

(4) \$120,622,352.19 will be deposited in the 2006 Series A Refunding Fund and transferred pursuant to Irrevocable Refunding Instructions of the Commission dated the date hereof; and

(5) the remaining \$338,600,816.86 will be transferred to the Treasurer for deposit to the 2006 Series A Project Fund.

(iv) The proceeds of the 2006 Series A Bonds transferred pursuant to the Irrevocable Refunding Instructions of the Commission will be used to defease and refund the Commission's Commercial Paper Notes (Water Series) on a current basis. The Notes were issued to finance a portion of the facilities described in Exhibit A hereto.

(v) The proceeds of the Bonds deposited in the 2006 Series A Project Fund will be used to finance a portion of the facilities described in Exhibit A hereto.

(vi) The Trustee will transfer and deposit the proceeds of the 2006 Refunding Series B Bonds received by the Trustee on the date hereof as follows:

(1) \$192,498.04 will be deposited in the 2006 Refunding Series B Costs of Issuance Fund; and

(2) \$111,178,241.95 will be deposited in the 2006 Refunding Series B Refunding Fund.

(vii) The proceeds of the Bonds deposited in the 2006 Refunding Series B Refunding Fund, together with amounts on deposit in the funds and accounts established under the Indenture for the Commission's San Francisco Water Revenue Bonds, 1996 Series A (the "1996 Series A Bonds") and its San Francisco Water Revenue Bonds, 2001 Series A (the "2001 Series A Bonds"), will be used to refund on an advance basis a portion of the outstanding 1996 Series A Bonds and a portion of the outstanding 2001 Series A Bonds. The portion of the 1996 Series A Bonds being refunded were issued to finance the facilities (the "1996 Project") described in Exhibit B hereto, and the portion of the 2001 Series A Bonds being refunded were used to finance the facilities (the "2001 Project") described in Exhibit B hereto.

(viii) Exhibit C hereto attached describes (A) each use to be made by any person of the Project, the 1996 Project and the 2001 Project other than use by the Commission and other non-federal governmental units and other than use by members of the public generally, and (B) payments (if any) directly or indirectly in respect of such use which are to be made after the date hereof;

(ix) Other than as set forth in Exhibit A and Exhibit B, no portion of the proceeds of the Bonds will be used, directly or indirectly, to make or finance a loan to any person (other than a State or local government unit) or to acquire property which will be sold or leased to any person (other than a State or local government unit) on an installment a sale basis except as referenced in Exhibit C.

(x) The Commission expects to use the Project for the purposes referenced and discussed in Exhibit A, Exhibit B, Exhibit C and Exhibit D or for other governmental purposes of the Commission during the entire term of the Bonds.

(xi) Set forth on Exhibit D is the Commission's methodology for determining governmental use and private use with respect to the water enterprise.

(xii) To the best knowledge of the undersigned, the above statements are reasonable and there are no other facts, estimates or circumstances, other than those set forth herein, that would materially affect the statements made herein.

Capitalized terms used but not defined herein have the meanings set forth in the Indenture.

IN WITNESS WHEREOF, I have hereunto set my name this 15th day of March, 2006.

PUBLIC UTILITIES COMMISSION OF THE
CITY AND COUNTY OF SAN FRANCISCO

By: 

General Manager

ATTACHMENT L-2 (CONTINUED)
WATER ENTERPRISE REVENUE BOND 2006 SERIES A
SUMMARY OF SOURCES AND USES OF FUNDS
(Section 5.04)

Source: Closing Documents (Certificate Regarding Use of Proceeds)

Proceeds

Principal	507,815,000.00
Plus Premium	19,109,138.35
Minus Underwriter's Discount	(932,940.06)
Minus Insurance	<u>(1,973,563.58)</u>
Net Proceeds	524,017,634.71

Use of Proceeds

Capitalized Interest Fund	48,212,528.32	
Bond Reserve Fund	15,958,031.25	
Insurance Fund	623,906.09	
Series A Refunding Fund	120,622,352.19	} 459,223,169.05
Series A Project Fund	<u>338,600,816.86</u>	
Total Uses	524,017,634.71	

	Commercial Paper	Project Fund	Total
Hetch Hetchy			
Tesla Portal Disinfection	251,262.58	1,147,302.42	1,398,565.00
Advance Disinfection	429,714.76	5,611,554.24	6,041,269.00
SJPL	<u>4,737,937.28</u>	<u>17,784,667.72</u>	<u>22,522,605.00</u>
Total Hetch Hetchy	5,418,914.62	24,543,524.38	29,962,439.00
SF Regional			
University Mound - North	55,728.10	5,964,279.90	6,020,008.00
Sunset - North	7,525,896.84	28,782,094.16	36,307,991.00
Groundwater	3,400,973.67	2,963,110.33	6,364,084.00
Recycled Water	<u>1,548,036.76</u>	<u>11,316,958.24</u>	<u>12,864,995.00</u>
Total SF Regional	12,530,635.37	49,026,442.63	61,557,078.00
SF Local	45,405,787.71	106,407,313.30	151,813,101.01
Sunol Valley Subregional			
Calaveras Dam	9,065,945.51	15,993,818.49	25,059,764.00
Stand-by Power	556,398.67	1,207,319.33	1,763,718.00
Pipeline Readiness	649,566.31	4,942,205.69	5,591,772.00
SAPS Upgrade	213,423.44	1,748,134.56	1,961,558.00
SVWTP Finished Water Res	3,317,203.82	7,838,383.18	11,155,587.00
Irvington Tunnel	4,084,139.65	18,247,176.35	22,331,316.00
Alameda Creek Fishery	656,765.00	1,327,119.00	1,983,884.00
SVWTP 40 mgd Addition	<u>25,378.75</u>	<u>3,474,585.25</u>	<u>3,499,964.00</u>
Total Sunol Valley Subregional	18,568,821.15	54,778,741.85	73,347,563.00

ATTACHMENT L-2 (CONTINUED)
WATER ENTERPRISE REVENUE BOND 2006 SERIES A
SUMMARY OF SOURCES AND USES OF FUNDS
(Section 5.04)

Miscellaneous			
PEIR	3,204,177.44	5,103,872.56	8,308,050.00
PPPCMS Services	2,964,786.31	10,358,811.69	13,323,598.00
Watershed Land Acquisition	-	502,660.00	502,660.00
Total Miscellaneous	6,168,963.75	15,965,344.25	22,134,308.00
LLNL	133,156.60	282,702.40	415,859.00
Bay Division Subregional			
Seismic Upgrade BDPL 3 & 4	4,758,306.54	16,481,539.46	21,239,846.00
BDPL Reliability	4,360,664.44	40,874,800.56	45,235,465.00
BDPL 3 & 4 Crossover	802,494.94	493,817.06	1,296,312.00
SCADA Phase II	65,497.37	1,247,963.63	1,313,461.00
EBMUD Intertie	6,668,906.37	4,075,015.63	10,743,922.00
BDPL 4 Slipline	-	1,219,251.00	1,219,251.00
Total Bay Division Subregional	16,655,869.66	64,392,387.34	81,048,257.00
Peninsula Subregional			
Capuchino Valve Lot	162,584.69	753,779.31	916,364.00
CS/SA Transmission	2,288,853.10	3,448,975.90	5,737,829.00
Adit Leak Repair	255,334.99	1,650,368.01	1,905,703.00
HTWTP Short Term	2,874,763.69	3,582,860.31	6,457,624.00
Cross Connection Control	1,150,559.48	324,549.52	1,475,109.00
CS Bypass Tunnel	2,873,475.22	15,532,584.78	18,406,060.00
LCS Dam Improvement	931,587.07	3,278,932.93	4,210,520.00
Pulgas Balancing Reservoir	1,218,341.39	2,706,284.61	3,924,626.00
HTWTP Long Term	1,107,185.77	2,549,793.23	3,656,979.00
Baden & San Pedro Valve Lots	60,203.48	2,963,540.52	3,023,744.00
Total Peninsula Subregional	12,922,888.88	36,791,669.12	49,714,558.00
San Francisco Subregional			
CSPL 2 Replacement	1,269,111.95	5,019,824.05	6,288,936.00
SAPL 3	1,492,584.40	1,942,479.60	3,435,064.00
Desalination	55,618.10	596,473.90	652,092.00
Total San Francisco Subregional	2,817,314.45	7,558,777.55	10,376,092.00
Grand Total	120,622,352.19	359,746,902.82	480,369,255.01
Regional			328,140,295.00
Local			152,228,960.01
			480,369,255.01

68.31%

31.69%

This certificate is for illustration only. It was prepared in 2006 and shown groundwater and recycled water projects as regional instead of local. In addition, it does not reflect expenditures for the portions of regional assets which in rate base as of June 30, 2008 nor what is expected to be added to rate base through June 30, 2009. For these reasons, the percentages shown for regional and local projects are not accurate.

ATTACHMENT L-3
 WATER ENTERPRISE REVENUE BOND 2006 SERIES A
 ANNUAL REPORT ON EXPENDITURES OF AND EARNINGS ON PROCEEDS
 AS OF JUNE 30, 2009
 (Section 5.04 A)

Project Number	Project Description	Net Financing Proceeds ¹	Appropriated Interest Earnings ²	Adjusted Project Funding	Expenditures Thru 6/30/09 ³	Remaining Balance
REGIONAL PROGRAM						
San Joaquin Region						
CUW373	Regional	San Joaquin Pipeline System Rehabilitation	1,398,565			
CUW384	Regional	Tesla Advance Disinfection	6,041,269			
CUW387	Regional	Tesla Portal Disinfection	22,522,605			
		Total San Joaquin Region	29,962,439			
Sunol Valley Region						
CUW352	Regional	Alameda Creek Fishery Enhancement	1,983,884			
CUW355	Regional	Stand-by Power - Various Locations	1,763,718			
CUW359	Regional	New Irvington Tunnel/Alameda Siphon No. 4	22,331,316			
CUW370	Regional	Pipeline Readiness Improvements	5,591,772			
CUW374	Regional	Calaveras Dam Replacement	25,059,764			
CUW381	Regional	SVWTP 40 mgd Addition	3,499,964			
CUW382	Regional	SVWTP Finished Water Reservoir	11,155,587			
CUW386	Regional	San Antonio Pump Station Upgrade	1,961,558			
		Total Sunol Valley Region	73,347,563			
Bay Division Region						
CUW353	Regional	Seismic Upgrade BDPL 3 & 4	21,234,846			
CUW363	Regional	SCADA Phase II/Security Upgrades	1,313,461			
CUW368	Regional	BDPL Reliability Upgrades	45,235,465			
CUW380	Regional	BDPL 3 & 4 Crossover	21,239,846			
CUW389	Regional	EBMUD Intertie	10,743,922			
CUW393	Regional	BDPL 4 Slipline	1,219,251			
		Total Bay Division Region	100,986,791			
Peninsula Region						
CUW354	Regional	Lower Crystal Springs Dam Improvement	4,210,520			
CUW356	Regional	Crystal Springs Bypass Tunnel	18,406,090			
CUW357	Regional	Adit Leak Repairs	1,905,703			
CUW361	Regional	Pulgas Balancing Reservoir Rehabilitation and Improvements	3,824,626			
CUW365	Regional	Cross Connection Control	1,475,109			
CUW366	Regional	HTWTP Short Term Improvements	6,457,624			
CUW367	Regional	HTWTP Long Term Improvements	3,656,979			
CUW369	Regional	Capuchino Valve Lot Improvements	916,364			
CUW371	Regional	Crystal Springs/San Andreas Transmission	5,737,829			
CUW378	Regional	Crystal Springs Pipeline 2 Replacement	6,288,936			
CUW379	Regional	San Andreas Pipeline 3 Installation	3,435,064			
CUW390	Regional	Desalination	652,092			
CUW391	Regional	Baden & San Pedro Valve Lots Improvements	3,023,744			
		Total Peninsula Region	60,090,650			
San Francisco Region						
CUW358	Regional	Sunset Reservoir Upgrades - North Basin	6,020,008			
CUW372	Regional	University Mound Reservoir Upgrades - North Basin	36,307,991			
		Total San Francisco Region	42,327,999			
System-Wide						
CUW388	Regional	PEIR	8,308,050			
CUW392	Regional	Program Management Services	13,323,598			
CUW394	Regional	Watershed Land Acquisition	502,660			
		Total System-Wide	22,134,308			
		Total Regional Program	328,849,750			
LOCAL PROGRAM						
Reservoirs						
CUW307	Local	Summit Reservoir Rehabilitation				
CUW310	Local	New Northwest Reservoir				
CUW319	Local	Hunters Point Reservoir Rehabilitation				
CUW334	Local	Stanford Heights Reservoir Rehabilitation				
CUW335	Local	Potrero Heights Reservoir Rehabilitation				
CUW337	Local	Sutro Reservoir Rehabilitation				
		Total Reservoirs				
Pump Stations/Tanks						
CUW306	Local	Crocker Amazon Pump Station Upgrade				
CUW309	Local	Lake Merced Pump Station Upgrade				
CUW314	Local	La Grande Tank Upgrade				
CUW318	Local	Forest Hill Tank Rehabilitation				
CUW320	Local	Forest Hill Pump Station Upgrade				
CUW321	Local	Forest Knoll Pump Station Upgrade				
CUW322	Local	Lincoln Park Pump Station Upgrade				
CUW323	Local	Alemany Pump Station Upgrade				
CUW324	Local	Mount Davidson Pump Station Upgrade				

WATER ENTERPRISE REVENUE BOND 2006 SERIES A
ANNUAL REPORT ON EXPENDITURES OF AND EARNINGS ON PROCEEDS
AS OF JUNE 30, 2009
(Section 5.04 A)

Project Number		Project Description	Net Financing Proceeds ¹	Appropriated Interest Earnings ²	Adjusted Project Funding	Expenditures Thru 6/30/09 ³	Remaining Balance
CUW326	Local	Palo Alto Pump Station Upgrade					
CUW326	Local	Sktview-AquaVista Pump Station Upgrade					
CUW327	Local	Summit Pump Station Upgrade					
CUW328	Local	McLaren #1 Tank Rehabilitation					
CUW329	Local	Potrero Heights Tank Seismic Upgrade					
CUW330	Local	Forest Knoll Tank Seismic Upgrade					
CUW331	Local	Lincoln Park Tank Seismic Upgrade					
CUW332	Local	McLaren #2 Tank Rehabilitation					
CUW333	Local	Mount Davidson Tank Seismic Upgrade					
CUW338	Local	La Grande Pump Station Upgrade					
CUW339	Local	Potrero Heights Pump Station Upgrade					
CUW340	Local	Vista Francisco Pump Station Upgrade					
Total Pump Stations/Tanks							
Pipelines/Valves							
CUW304	Local	North University Mound System Upgrade					
CUW308	Local	Motorize Key Valves					
CUW311	Local	Sunset Circulation Improvements					
CUW312	Local	Lincoln Way Transmission Line					
CUW313	Local	Noe Valley Transmission Main, Phase 2					
CUW315	Local	East/West Transmission Main					
CUW316	Local	Fulton @ Sixth Ave Main Replacement					
Total Pipelines/Valves							
Water Supply/Water Quality							
CUW301	Local	Groundwater					
CUW302	Local	Recycled Water					
CUW364	Local	Lawrence-Livermore National Laboratory Water Quality Improvements					
Total Water Supply/Water Quality							
Miscellaneous							
CUW303	Local	Vehicle Service Facility Upgrade					
CUW305	Local	Fire Protection at CCD					
Total Miscellaneous							
Total Local Program							
Grand Total Regional and Local Programs							
Unappropriated Interest Earnings							
Percent of Net Proceeds⁴							
Percent of Net Proceeds and Earnings⁴							

¹Net financing proceeds available on date of issue (i.e. deposit to project fund)

²Cumulative net of arbitrage rebate liability

³Cumulative

⁴If financing sources Substantially Expended, proceed allocations are then fixed

ATTACHMENT M

NUE-FUNDED CAPITAL ADDITIONS (Section 5.04.B) **Subfund: 5W CPF WCF - Wholesale Customer Capital Fund (Water)**

ATTACHMENT M-1
Page 1 of 2

Projected FAMIS as of July 1, 2009 (Day 1 of New Budget Year)

Based on Proportionate Annual Water Deliveries of ...										
A	B	C	D	E	F	G=C-D-F	H	I=G-H		
68.7%										
Wholesale Customer Capital Fund (5W CPF WCF)										
Project	Title	FY 2009-10 Approved Budget* - Total Regional	FY 2009-10 Approved Budget - WHOLESALE SHARE	Total		Fiscal Year		Appropriated, Unencumbered Balance^	Projected Expended & Encumbered through 6/30/2010	Projected Surplus / (Shortfall)
				Appropriation - All Years^	All Years Actual Expenditures^	2009-10 Actual Expenditures^	2009-10 Actual But Not Expended^			
CUW262	Regional Water RnR - Treatment Facilities	\$ 1,000,000	\$ 687,000	\$ 687,000	\$ -	\$ -	\$ -	\$ 687,000	\$ 229,000	\$ 458,000
CUW263	Regional Water RnR - Conveyance/Transmission Systems	\$ 7,000,000	\$ 4,809,000	\$ 4,809,000	\$ -	\$ -	\$ -	\$ 4,809,000	\$ 1,603,000	\$ 3,206,000
CUW264	Regional Water - Watersheds / ROW Management	\$ 500,000	\$ 343,500	\$ 343,500	\$ -	\$ -	\$ -	\$ 343,500	\$ 114,000	\$ 229,500
FUW100	Regional Water - Facilities Maintenance	\$ 3,700,000	\$ 2,541,900	\$ 2,541,900	\$ -	\$ -	\$ -	\$ 2,541,900	\$ 847,000	\$ 1,694,900
CUW261	Regional Water - Storage									
Regional Total		\$ 12,200,000	\$ 8,381,400	\$ 8,381,400	\$ -	\$ -	\$ -	\$ 8,381,400	\$ 2,793,000	\$ 5,588,400

Source: * SFPUC Commission Approved Budget, February 2009, Same Format
^ FAMIS - City's Official Financial System of Record

Ties to Budget Hearing Materials

REVENUE-FUNDED CAPITAL ADDITIONS (Section 5.04.B)

Subfund: 5W CPF WCF - Wholesale Customer Capital Fund (Water)

Projected FAMIS as of June 30, 2010 (Last Day of Budget Year)

Wholesale Customer Capital Fund (5W CPF WCF)											
68.7%											
Project	Title	FY 2009-10 Approved Budget - WHOLESALE SHARE	FY 2009-10 Approved Budget - Total Regional	Total		Fiscal Year		Encumbered But Not Expended^	Appropriated, Unencumbered Balance^	Projected Expended & Encumbered through 6/30/2011	Projected Surplus / (Shortfall)
				Appropriation - All Years^	Expenditures^	All Years Actual	2009-10 Actual				
CUW262	Regional Water RnR - Treatment Facilities	\$ 687,000	\$ 1,000,000	\$ 687,000	\$ 235,000	\$ 235,000	\$ 452,000	\$ 409,000	\$ 43,000	\$ 1,800,000	
CUW263	Regional Water RnR - Conveyance/Transmission Systems	\$ 4,809,000	\$ 7,000,000	\$ 4,809,000	\$ 1,395,000	\$ 1,395,000	\$ 3,389,000	\$ 1,589,000	\$ 1,800,000	\$ 143,000	
CUW264	Regional Water - Watersheds / ROW Management	\$ 343,500	\$ 500,000	\$ 343,500	\$ 115,000	\$ 115,000	\$ 178,500	\$ 35,500	\$ 143,000	\$ 800,000	
FUW100	Regional Water - Facilities Maintenance	\$ 2,541,900	\$ 3,700,000	\$ 2,541,900	\$ 850,000	\$ 850,000	\$ 1,568,900	\$ 768,900	\$ 800,000		
CUW261	Regional Water - Storage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Regional Total		\$ 8,381,400	\$ 12,200,000	\$ 8,381,400	\$ 2,595,000	\$ 2,595,000	\$ 5,588,400	\$ 2,802,400	\$ 2,786,000		

Source: * SFPUC Commission Approved Budget, February 2009, Same Format
^ FAMIS - City's Official Financial System of Record

Shown On Attachment N-2, Schedule 3
Revenue Capital - Actual Expenditures

Shown on Attachment N-2, Schedule 3
Continuing Appropriation
Needed for Multi-Year
Revenue Funded Capital

Ties to Budget Hearing Materials
Shown on Attachment N-2, Schedule 3

REVENUE-FUNDED CAPITAL ADDITIONS (Section 5.04.B) Subfund: 5T CPF WCF - Wholesale Customer Capital Fund (Hetch Hetchy)

Projected FAMIS as of July 1, 2009 (Day 1 of New Budget Year)

Based on Proportionate Annual Water Deliveries of ...

Project	A	B	C	D	E	F	G-C-D-F	H	I-G-H
		68.1%							
	FY 2009-10 Approved Budget*	FY 2009-10 Approved Budget - WHOLESALE SHARE	Total Appropriation - All Years^	All Years Actual Expenditures^	Fiscal Year 2009-10 Actual Expenditures^	Encumbered But Not Expended^	Appropriated, Unencumbered Balance^	Projected Expended & Encumbered through 6/30/2010	Projected Surplus / (Shortfall)
CUH931 HH Microwave Replacement	\$ 4,000,000	J \$ 1,224,900	\$ 1,224,900	\$ -	\$ -	\$ -	\$ 1,224,900	\$ 408,000	\$ 816,900
CUH977 HH Water R&R - Facilities Maintenance	\$ 3,500,000	J \$ 1,071,788	\$ 1,071,788	\$ -	\$ -	\$ -	\$ 1,071,788	\$ 357,000	\$ 714,788
CUH947 SEA - Go Solar Incentive Project	\$ 4,000,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH971 Alternative Transmission Studies	\$ 1,000,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH976 HH Water R&R - Power Infrastructure	\$ 16,700,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH979 Hunters Point Municipal Power	\$ -	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH983 Civic Center Sustainability District	\$ 1,090,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH986 General Fund Dept - Energy Efficiency	\$ 7,365,158	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Renewable/Generation	\$ 3,501,307	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Treasure Island Improvement Project	\$ 2,700,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enterprise Fund Dept - Energy Efficiency	\$ 325,722	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH975 HH Water R&R - Water Infrastructure	\$ 6,000,000	W \$ 4,083,000	\$ 4,083,000	\$ -	\$ -	\$ -	\$ -	\$ 1,361,000	\$ -
Toulumne River Watershed Protection	\$ 2,000,000	W \$ 1,361,000	\$ 1,361,000	\$ -	\$ -	\$ -	\$ -	\$ 454,000	\$ -
Regional Total	\$ 52,182,187	\$ 7,740,688	\$ 7,740,688	\$ -	\$ -	\$ -	\$ 2,296,688	\$ 2,580,000	\$ 1,531,688

Source: * SFPLC Commission Approved Budget, February 2009, Same Format
^ FAMIS - City's Official Financial System of Record

Ties to Budget Hearing Materials

REVENUE-FUNDED CAPITAL ADDITIONS (Section 5.04.B) Subfund: 5T CPF WCF - Wholesale Customer Capital Fund (Hetch Hetchy)

Projected FAMIS as of June 30, 2010 (Last Day of Budget Year)

Based on Proportionate Annual Water Deliveries of ...

Project	A	B	C	D	E	F	G-C-D-F	H	I-G-H
		68.1%							
	FY 2009-10 Approved Budget*	FY 2009-10 Approved Budget - WHOLESALE SHARE	Total Appropriation - All Years^	All Years Actual Expenditures^	Fiscal Year 2009-10 Actual Expenditures^	Encumbered But Not Expended^	Appropriated, Unencumbered Balance^	Projected Expended & Encumbered through 6/30/2011	Projected Surplus / (Shortfall)
CUH931 HH Microwave Replacement	\$ 4,000,000	J \$ 1,224,900	\$ 1,224,900	\$ 1,224,900	\$ 1,224,900	\$ -	\$ -	\$ -	\$ -
CUH977 HH Water R&R - Facilities Maintenance	\$ 3,500,000	J \$ 1,071,788	\$ 1,071,788	\$ 1,071,788	\$ 1,071,788	\$ -	\$ (1)	\$ (1)	\$ -
CUH947 SEA - Go Solar Incentive Project	\$ 4,000,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH971 Alternative Transmission Studies	\$ 1,000,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH976 HH Water R&R - Power Infrastructure	\$ 16,700,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH979 Hunters Point Municipal Power	\$ -	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH983 Civic Center Sustainability District	\$ 1,090,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH986 General Fund Dept - Energy Efficiency	\$ 7,365,158	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Renewable/Generation	\$ 3,501,307	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Treasure Island Improvement Project	\$ 2,700,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enterprise Fund Dept - Energy Efficiency	\$ 325,722	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH975 HH Water R&R - Water Infrastructure	\$ 6,000,000	W \$ 4,083,000	\$ 4,083,000	\$ 4,083,000	\$ 4,083,000	\$ -	\$ -	\$ -	\$ -
Toulumne River Watershed Protection	\$ 2,000,000	W \$ 1,361,000	\$ 1,361,000	\$ 1,361,000	\$ 1,361,000	\$ -	\$ -	\$ -	\$ -
Regional Total	\$ 52,182,187	\$ 7,740,688	\$ 7,740,688	\$ 7,740,688	\$ 7,740,688	\$ -	\$ (1)	\$ (1)	\$ -

Source: * SFPLC Commission Approved Budget, February 2009, Same Format
^ FAMIS - City's Official Financial System of Record

Ties to Budget Hearing Materials
Shown on Attachment N-2, Schedule 6
Revenue Capital - Actual Expenditures

Shown on Attachment N-2, Schedule 6
Continuing Appropriation
Needed for Multi-Year
Revenue Funded Capital

ATTACHMENT M-2

**REVENUE FUNDED CAPITAL
ANNUAL REPORTING REQUIREMENTS
(Section 5.04B)**

Part A. Updated Actual Information Through Most Recent Fiscal Year (Due in November)

Each year, the SFPUC will provide a report on the status of the regional revenue funded projects with the following information:

Project-level information (through close-out)

- 1 Scope of project
- 2 Current cost estimate/budget.
- 3 Expected milestone dates (ie, design, environmental, construction period, close-out, etc.)
- 4 Contract status
- 5 Reasons for status changes from prior report.
- 6 Other information relevant to whether project is on time/on budget.
- 7 For most recently completed fiscal year and estimated for current year:
 - 8 Total expenditures (capital and operating); amounts paid from other sources.
 - 9 Amount of encumbered and unencumbered appropriations
 - 10 Application of any unused appropriations

Wholesale Capital Fund

- 11 Beginning balance, deposits, capital expenditures (by project), earnings, ending balance.
- 12 Components of ending balance; wholesale portion of:
 - 13 Appropriated and encumbered
 - 14 Appropriated but unencumbered

Part B. Proposed Appropriations for Upcoming Year (Due in March)

- 15 Project information, to the extent not provided in Part A
- 16 Expected funding needs for regional projects
- 17 Unused or excess appropriations carried over.
- 18 Proposed appropriation for upcoming fiscal year.

Amended Attachment M-3
Wholesale Capital Fund and Balancing Account Adjustment
Reference Amended Section 6.08E

A. Cash Flow in Wholesale Capital Fund		Original 5 Year True-up Method FYEs 2010-2018									Amended Annual True-Up (FYE 2019 and Beyond)				
		FYE 2010	FYE 2011	FYE 2012	FYE 2013	FYE 2014	FYE 2015	FYE 2016	FYE 2017	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022	FYE 2023
1	Beginning Total Balance (1)	-	8,818,323	12,404,275	15,761,658	16,268,065	9,084,304	17,243,583	32,251,212	29,842,765	33,698,785	41,548,944	47,366,205	36,848,850	21,206,239
2	Annual Appropriation (2)	10,476,724	8,636,920	21,737,468	11,285,643	18,668,585	15,432,451	21,138,051	11,184,265	17,847,379	26,424,000	26,420,000	13,210,000	13,210,000	13,210,000
3	Annual Expenditures (3)	(1,778,695)	(5,202,897)	(18,553,119)	(10,916,349)	(5,758,565)	(7,331,312)	(6,245,954)	(13,892,649)	(14,361,409)	(18,089,498)	(16,723,232)	(28,485,215)	(33,563,793)	(22,018,000)
4	Interest Earnings (4)	120,294	151,929	173,034	137,113	180,672	58,140	115,532	299,936	370,050	475,153	664,783	757,859	711,183	409,280
June 30 Balances Before Balancing Account Transfers															
5	Total Balance (5)	8,818,323	12,404,275	15,761,658	16,268,065	29,358,756	17,243,583	32,251,212	29,842,765	33,698,785	42,508,440	51,910,495	32,848,850	17,206,239	12,807,520
6	Amount Encumbered as of June 30 (6)					(1,927,466)					(1,000,000)	(1,000,000)	(1,000,000)	(2,000,000)	(2,000,000)
7	Unencumbered Balance (7)	n/a	n/a	n/a	n/a	27,431,290	n/a	n/a	n/a	n/a	41,508,440	50,910,495	31,848,850	15,206,239	10,807,520
8	Transfer From/(To) Balancing Account (8)	n/a	n/a	n/a	n/a	(20,274,452)	n/a	n/a	n/a	n/a	(959,496)	(4,544,290)	4,000,000	4,000,000	4,000,000
Ending Balances After Balancing Account Transfers															
9	Ending Total Balance (9)	8,818,323	12,404,275	15,761,658	16,268,065	9,084,304	17,243,583	32,251,212	29,842,765	33,698,785	41,548,944	47,366,205	36,848,850	21,206,239	16,807,520
10	Unencumbered Ending Balance (10)	n/a	n/a	n/a	n/a	7,156,838	n/a	n/a	n/a	n/a	40,548,944	46,366,205	35,848,850	19,206,239	14,807,520
B. Calculation of Target Balance															
11	Target WCF Balance (11)					7,156,838					40,548,944	46,366,205	40,559,076	34,346,800	29,062,000
C. Calculation of Remaining Cumulative Appropriation															
12	Cumulative Appropriation Since FYE 2010 (12)	10,476,724	19,113,644	40,851,112	52,136,755	70,805,340	86,237,791	107,375,842	118,560,107	136,407,486	162,831,486	189,251,486	202,461,486	215,671,486	228,881,486
13	Cumulative Expenditures Since FYE 2010 (13)	(1,778,695)	(6,981,592)	(25,534,711)	(36,451,060)	(42,209,626)	(49,540,938)	(55,786,891)	(69,679,540)	(84,040,949)	(102,130,447)	(118,853,679)	(147,338,893)	(180,902,686)	(202,920,686)
14	Total Remaining Cumulative Appropriation (14)					28,595,715	36,696,854	51,588,951	48,880,567	52,366,537	60,701,040	70,397,808	55,122,593	34,768,800	25,960,800
15	Amount Encumbered as of June 30 (15)					(1,927,466)				-	(1,000,000)	(1,000,000)	(1,000,000)	(2,000,000)	(2,000,000)
16	Unencumbered Remaining Cumulative Appropriation (16)		n/a	n/a	n/a	26,668,249	n/a	n/a	n/a	n/a	59,701,040	69,397,808	54,122,593	32,768,800	23,960,800
D. Lesser of Target Balance and Unencumbered Remaining Cumulative Appropriation															
17	Lesser of Target Balance (line 11) and Unencumbered Remaining Appropriation (line 16) (17)										40,548,944	46,366,205	40,559,076	32,768,800	23,960,800
E. Calculation of Excess Fund Balance and Refund to Wholesale Customers Through Balancing Account															
18	Is Unencumbered Balance (line 7) more than line 17? (18)										Yes	Yes	No	No	No
19	Excess WCF Balance (applied as a negative entry on line 8) (19)										959,496	4,544,290	-	-	-
F. Calculation of Deficiency Fund Balance and Charge to Wholesale Customers Through Balancing Account (This Section is Only Applicable in Any Year When Line 18 is No)															
20	Is Unencumbered Balance (line 7) less than line 17? (20)												Yes	Yes	Yes
21	Tentative Amount Before Application of \$4 million cap (21)												8,710,226	17,562,561	13,153,280
22	Is line 21 more than \$4,000,000 maximum? (22)												Yes	Yes	Yes
23	Balancing Account Charge (applied as a positive entry on line 8):												4,000,000	4,000,000	4,000,000

Notes:

- (1) Beginning Total Balance (encumbered and unencumbered). Equal to the prior year ending total balance after balancing account transfers (line 9).
- (2) Wholesale Share of Revenue Funded Appropriations for Regional capital projects, adjusted for de-appropriations which have been factored into a wholesale revenue requirement, if applicable. FYE 2015 and forward are subject to compliance audit and 7.06 review.
Detail by Regional project in the format used in the 2010 - 2014 true-up to be separately provided.
- (3) Wholesale Share of actual Regional capital expenditures funded from Revenue Funded Capital, determined based on proportionate water use in the year of expenditure. Figures from FYE 15 and forward are subject to 7.06 and compliance audit review.
Detail by Regional project in the format used in the 2010 - 2014 true-up to be separately provided.
The figures in line 3 for FYE 18 and on are for illustrative purposes only.
- (4) Line 1 times the assumptions below for the SFPUC pool rate. FYE 2010 - 2014 figures are actual and tie to the first 5 year review.
- | | | | | | | | | | |
|------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Pool rate assumptions: | 0.640% | 0.670% | 0.930% | 1.240% | 1.410% | 1.600% | 1.600% | 1.930% | 1.930% |
|------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
- (5) Total encumbered and unencumbered balance of the Wholesale Capital Fund before Balancing Account adjustments: Line 1 + line 2 + line 3 + line 4.
- (6) Wholesale Share of the encumbrances for purchase orders or contracts in connection with revenue-funded Regional capital projects; calculated using the proportional annual use of the true-up year. Entered as a negative number.
Not applicable in years with no true-up (FYE 2010-13 and 2015-18). FYE 2014 figure is actual. FYE 2019 and forward are plug numbers included for illustration.
- (7) Unencumbered Balance Before Balancing Account transfers: Line 5 + line 6. FYE 2014 figure is actual. Not applicable (n/a) in years with no true-up (FYE 2010-13 and 2015-18).
- (8) Negative entries represent refunds to the Wholesale Customers through the Balancing Account and are calculated per Section E below, except for 2014 which is actual pursuant to the original 6.08E.
Positive entries represent charges to the Wholesale Customers through the Balancing Account and are calculated per Section F below.
- (9) Total Ending Balance After Balancing Account Transfers = Line 5 + line 8.
- (10) Unencumbered Ending Balance After Balancing Account Transfers = Line 7 + line 8. Must not exceed the amount on line 17, which is the lesser of the Target Balance (line 11) and the Unencumbered Remaining Cumulative Appropriation (line 16).
- (11) Starting in FYE 2019, the Target Balance is calculated by the formula below, where CY represent the Current Year (for which the transfer is being calculated), CY-1 is the prior year, CY-2 is 2 years prior, etc.:
[line 2: CY]*(4/5) + [line 2: CY-1]*(3/5) + [line 2: CY-2]*(2/5) +[line 2: CY-3]*(1/5); rounded to the nearest dollar. The FYE 2014 figure is the actual target balance under the original section 6.08E.
- (12) Cumulative Appropriations Since FYE 2010 = prior year line 12 + current year line 2.
- (13) Cumulative Expenditures Since FYE 2010 = prior year line 13 + current year line 3. Does not include encumbrances.
- (14) Total Remaining Cumulative Appropriation (encumbered and unencumbered) = line 12 + line 13.
- (15) Amount encumbered as of June 30 = line 6. Encumbrances are not cumulative.
- (16) Unencumbered Remaining Cumulative Appropriation = line 14 + line 15.
- (17) Lesser of Target Balance (line 11) and Unencumbered Remaining Cumulative Appropriation (line 16). Used in formulas in line 19 (Section E) and line 21 (Section F), as applicable.
- (18) If Yes, go to line 19 for calculation of the excess unencumbered balance. If No, go to line 20.
- (19) Calculation of Excess Balance: If line 18 = Yes, then line 7 minus line 17. The result appears as a negative amount on line 8.
- (20) If yes, then go to lines 21-23 for calculation of charge to Wholesale Customers.
- (21) Initial step in calculating charge: If line 20 = Yes, then line 17 minus line 7; go to line 22.
- (22) If the result on line 21 is greater than \$4,000,000, then the charge to the Wholesale Customers is capped at \$4,000,000.
- (23) Equal to the lesser of line 21 or \$4,000,000. The result appears as a positive number on line 8.

ATTACHMENT N

BALANCING ACCOUNT / RATE SETTING CALCULATION
REFERENCE SECTION 6.03.A.3.a

ATTACHMENT N-1
Page 1

FY 2007-08 FY 2008-09 FY 2009-10

Step 1:

- A. Balancing Account as of June 30, 2007
- B. Interest on Balancing Account at Pooled Investment Rate for Fiscal Year
- C. Wholesale Revenues for Fiscal Year
- D. Wholesale Revenue Requirement for Fiscal Year
- E. Settlement Credits or Other Adjustments
- F. 1984 Agreement Balancing Account Credits
- G. Balancing Account as of June 30, 2008

\$12,882,000
 \$554,000
 (\$113,932,000)
 \$119,224,000
 \$2,448,614
 \$0
 \$21,176,614

Step 2:

- A. Balancing Account as of June 30, 2008
- B. Interest on Balancing Account at Pooled Investment Rate for Fiscal Year
- C. Wholesale Revenues for Fiscal Year
- D. Wholesale Revenue Requirement for Fiscal Year
- E. Settlement Credits or Other Adjustments
- F. 1984 Agreement Balancing Account Credits
- G. Balancing Account as of June 30, 2009

\$21,176,614
 \$529,000
 -\$123,604,000
 \$120,562,000
 \$21,000
 \$0
 \$18,684,614

Step 3:

- A. Balancing Account as of June 30, 2009
- B. Interest on Balancing Account at Pooled Investment Rate for Fiscal Year
- C. Wholesale Revenues for Fiscal Year
- D. Wholesale Revenue Requirement for Fiscal Year
- E. Settlement Credits or Other Adjustments
- F. 1984 Agreement Balancing Account Credits
- G. Balancing Account as of June 30, 2010
- H. Net Change in Wholesale Revenue Coverage
- I. Total Revenue Deficiency or Surplus

\$0
 \$0
 -\$127,485,900
 \$140,994,733
 \$21,000
 \$1,997,220
 \$15,527,053
 \$4,488,233
 \$20,015,286

- J. Projected Water Sales in Ccf
- K. Deficiency or (Surplus) \$(Ccf)
- L. Deficiency or (Surplus) Ccf as a Percentage of Revenues

84,621,240 83,205,600 85,920,000
 \$0.23
 15.7%

Note: Dollar amounts are for illustrative purposes only. The Parties have not agreed on the amount of the balancing account as of June 30, 2007, revenue requirement for FY 2007-08, settlement credits for FY 2007-08, and the amount of the balancing account as of June 30, 2009.

**BALANCING ACCOUNT / RATE SETTING CALCULATION
METHOD OF CALCULATION
REFERENCE SECTION 6.03.A.3.a**

**ATTACHMENT N-1
Page 2**

N = The year for which rates are being set

N-1 = The current year

N-2 = The most recently completed year for which actual results are available

Calculation Method:

Step 1

Determine the actual revenue differential for year N-2

- A. Enter the beginning amount of the Balancing Account
- B. Calculate the interest earned at the Pooled Investment Account Rate for (A)
- C. Enter the actual Wholesale revenues billed
- D. Enter the Wholesale Revenue Requirement
- E. Enter settlement credits or adjustments, if any
- F. Enter carry-over 1984 Agreement credits owed the City, if any
- G. Calculate the ending amount of the Balancing Account

Step 2

Determine the projected revenue differential for year N-1

- A. Enter the beginning amount of the Balancing Account; this is the same amount as G in Step 1
- B. Calculate the interest earned at the Pooled Investment Account Rate for (A)
- C. Enter the actual Wholesale revenues billed
- D. Enter the Wholesale Revenue Requirement
- E. Enter settlement credits or adjustments, if any
- F. Enter carry-over 1984 Agreement credits owed the City, if any
- G. Calculate the ending amount of the Balancing Account

Step 3

Determine the projected revenue differential for year N

- A. Enter the beginning amount of the Balancing Account; this is the same amount as G in Step 2
- B. Calculate the interest earned at the Pooled Investment Account Rate for (A)
- C. Enter the actual Wholesale revenues billed
- D. Enter the Wholesale Revenue Requirement
- E. Enter settlement credits or adjustments, if any
- F. Enter carry-over 1984 Agreement credits owed the City, if any
- G. Calculate the ending amount of the Balancing Account
- H. Enter the net change in the Wholesale Revenue Coverage, if applicable
- I. Calculate the total revenue deficiency or surplus (G) + (H)
- J. Enter the projected water sales to Wholesale Customers in Ccf
- K. Calculate the required increase in the commodity portion of the rate by dividing (I) by (J)
- L. Calculate the required increase in revenues by dividing (I) by (C)

WHOLESALE REVENUE REQUIREMENT SCHEDULES
CALCULATION OF WHOLESALEREVENUE REQUIREMENT
FISCAL YEAR 2009-10
REFERENCE ARTICLE 5

ATTACHMENT N-2
SCHEDULE 1

EXPENSE CATEGORY	CONTRACT REFERENCE	SCHEDULE REFERENCE	TOTAL	DIRECT RETAIL	DIRECT WHOLESALEREVENUE	REGIONAL	JOINT EXPENSE ALLOCATION FACTOR	WHOLESALEREVENUE SHARE
OPERATING AND MAINTENANCE EXPENSE:								
SOURCE OF SUPPLY	5.05 (A)	SCH 8.1	\$ 14,943,953	\$ 1,251,062	\$ -	\$ 13,692,891	ANNUAL USE ¹	\$ 9,364,568
PUMPING	5.05 (B)	SCH 8.1	\$ 4,342,682	\$ 3,854,000	\$ -	\$ 488,682	ANNUAL USE ¹	\$ 334,210
TREATMENT	5.05 (C)	SCH 8.1	\$ 30,445,053	\$ -	\$ -	\$ 30,445,053	ANNUAL USE ¹	\$ 20,821,372
TRANSMISSION & DISTRIBUTION	5.05 (D)	SCH 8.1	\$ 53,416,232	\$ 30,163,286	\$ -	\$ 23,252,946	ANNUAL USE ¹	\$ 15,902,690
CUSTOMER ACCOUNTS ²	5.05 (E)	SCH 8.1	\$ 7,552,213	\$ 7,401,169	\$ 151,044	\$ -	2%	\$ 151,044
TOTAL O&M			\$ 110,700,133	\$ 42,669,517	\$ 151,044	\$ 67,879,572		\$ 46,573,883
COMPOSITE % (WHOLESALEREVENUE SHARE / TOTAL O&M)	5.06 (C)							42.07%
ADMINISTRATIVE AND GENERAL EXPENSES:								
COWCAP	5.06 (A)	SCH 8.1	\$ 1,238,009	\$ -	\$ -	\$ 1,238,009	COMPOSITE O&M	\$ 520,857
SERVICES OF SFPUC BUREAUS	5.06 (B)	SCH 7	\$ 22,465,291	\$ 8,178,424	\$ -	\$ 14,286,867	ANNUAL USE ¹	\$ 9,770,788
OTHER A&G	5.06 (C)	SCH 8.1	\$ 12,973,477	\$ 4,059,891	\$ -	\$ 8,913,586	COMPOSITE O&M	\$ 3,770,749
COMPLIANCE AUDIT	5.06 (D)	SCH 8.1	\$ 200,000	\$ -	\$ -	\$ 200,000	50%	\$ 100,000
TOTAL A&G			\$ 36,875,777	\$ 12,188,315	\$ -	\$ 24,687,462		\$ 14,162,394
PROPERTY TAXES	5.07	SCH 8.1	\$ 1,417,293	\$ -	\$ -	\$ 1,417,293	ANNUAL USE ¹	\$ 969,287
CAPITAL COST RECOVERY								
PRE-2009 ASSETS	5.03	ATT K						\$ 24,051,326
DEBT SERVICE ON NEW ASSETS	5.04 (A)	SCH 2						\$ 17,952,931
REVENUE FUNDED ASSETS - APPROPRIATED TO WHOLESALEREVENUE CAPITAL FUND	5.04 (B)	SCH 3						\$ 8,381,400
TOTAL CAPITAL COST RECOVERY								\$ 50,385,657
WHOLESALEREVENUE SHARE HETCH HETCHY WATER & POWER	5.04	SCH 4						\$ 28,903,512
WHOLESALEREVENUE REQUIREMENT								\$ 140,994,733
WHOLESALEREVENUE COVERAGE ³								\$ 4,488,233

¹Proportional Annual Use (68.39%)

²Water Enterprise Share of Customer Accounts Expenses (62% of Total Customer Accounts Expenses)

³25% of Wholesale Share of Debt Service

ATTACHMENT N-2
SCHEDULE 2

WHOLESALE REVENUE REQUIREMENT SCHEDULES
WATER ENTERPRISE CAPITAL COST RECOVERY - ANNUAL DEBT SERVICE
FISCAL YEAR 2009-10
REFERENCE SECTION 5.04.A

	2006 BOND		2008 BOND		2009 BOND		XXXX BOND		XXXX BOND		XXXX BOND		TOTAL ALL OUTSTANDING BONDS
	ISSUE A	SERIES	ISSUE A	SERIES	ISSUE A	SERIES	ISSUE A	SERIES	ISSUE A	SERIES	ISSUE A	SERIES	
USE OF BOND PROCEEDS													
RETAIL PROJECTS													
REGIONAL PROJECTS													
PRINCIPAL PAYMENT													
RETAIL PROJECTS													
REGIONAL PROJECTS													
INTEREST PAYMENT (GROSS)													
RETAIL PROJECTS													
REGIONAL PROJECTS													
INTEREST PAYMENT (CAPITALIZED)													
RETAIL PROJECTS													
REGIONAL PROJECTS													
INTEREST PAYMENT (NET)													
RETAIL PROJECTS													
REGIONAL PROJECTS													
TOTAL PRINCIPAL AND INTEREST PAYMENT													
RETAIL PROJECTS													
REGIONAL PROJECTS													
PROPORTIONAL ANNUAL USE													
WHOLESALE SHARE													

Note: Allocation of bond proceeds shown are for illustrative purposes only. Regional projects will not include bond proceeds used to construct or acquire assets capitalized prior to 7/1/09. Regional projects also will not include in-city groundwater or in-city recycled water projects.

WHOLESALE REVENUE REQUIREMENT SCHEDULES
WATER ENTERPRISE CAPITAL COST RECOVERY - REVENUE FUNDED CAPITAL PROJECTS
FISCAL YEAR 2009-10
REFERENCE SECTION 5.04.B

ATTACHMENT N-2
SCHEDULE 3

PROJECT APPROPRIATION	CLASSIFICATION	ALLOCATION FACTOR	WHOLESALE SHARE	TOTAL APPROPRIATION ALL YEARS	ALL YEARS ACTUAL EXPENDITURES	FY 2009-10 ACTUAL EXPENDITURES	ENCUMBERED, NOT EXPENDED	APPROPRIATED, UNENCUMBERED BALANCE
CUH980 Treasure Island Improvement Project	3,800,000 RETAIL	0.0%	\$	\$	\$	\$	\$	\$
CUW253 Facilities Security	500,000 RETAIL	0.0%	\$	\$	\$	\$	\$	\$
CUW260 Local Water R&R	22,347,520 RETAIL	0.0%	\$	\$	\$	\$	\$	\$
CUW686 Automated Meter Reading System	36,001,000 RETAIL	0.0%	\$	\$	\$	\$	\$	\$
Total Local	62,648,520		\$	\$	\$	\$	\$	\$
CUW202 Replace Prestressed Concrete Cylr Pipe	- REGIONAL	68.7%	\$	\$	\$	\$	\$	\$
CUW261 Regional Water R&R - Storage	- REGIONAL	68.7%	\$	\$	\$	\$	\$	\$
CUW262 Regional Water R&R - Treatment Facilities	1,000,000 REGIONAL	68.7%	\$	\$	\$	\$	\$	\$
CUW263 Regional Water R&R Conveyance/Transmission	7,000,000 REGIONAL	68.7%	\$	\$	\$	\$	\$	\$
CUW264 Regional Watersheds/ROW Management	500,000 REGIONAL	68.7%	\$	\$	\$	\$	\$	\$
FUW100 Regional Facilities Maintenance	3,700,000 REGIONAL	68.7%	\$	\$	\$	\$	\$	\$
Total Regional	12,200,000		\$	\$	\$	\$	\$	\$
TOTAL ALL PROJECTS	74,848,520		\$	\$	\$	\$	\$	\$

WHOLESALE REVENUE REQUIREMENT SCHEDULES
 CALCULATION OF WHOLESAL SHARE OF HETCH HETCHY WATER & POWER
 FISCAL YEAR 2009-10
 REFERENCE ARTICLE 5

ATTACHMENT N-2
 SCHEDULE 4

EXPENSE CATEGORY	CONTRACT REFERENCE	SCHEDULE REFERENCE	TOTAL	POWER SPECIFIC	WATER SPECIFIC	JOINT	JOINT ALLOCATION PERCENTAGE	WATER- RELATED TOTAL	WHOLESAL ALLOCATION FACTOR	WHOLESAL SHARE
OPERATION AND MAINTENANCE										
OPERATION	5.08 B 1	SCH 8.2	\$ 44,612,220	\$ 31,853,965	\$ 9,557,861	\$ 3,200,394	45%	\$ 10,988,038	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 7,484,165
MAINTENANCE	5.08 B 1	SCH 8.2	\$ 16,868,612	\$ 5,048,039	\$ 3,238,622	\$ 8,581,951	45%	\$ 7,100,500	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 4,531,990
TOTAL OPERATION AND MAINTENANCE			\$ 61,480,832	\$ 36,902,004	\$ 12,796,483	\$ 11,782,345		\$ 18,088,538		\$ 12,316,055
ADMINISTRATIVE AND GENERAL										
COWCAP	5.08 B 2	SCH 8.2	\$ 1,139,579	\$ -	\$ -	\$ 1,139,579	45%	\$ 512,811	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 348,968
SERVICES OF SFPUC BUREAUS	5.08 B 2	SCH 7	\$ 8,255,307	\$ 5,375,656	\$ 2,879,651	\$ -	45%	\$ 2,879,651	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 1,959,603
OTHER A&G	5.08 B 2	SCH 8.2	\$ 25,581,481	\$ 14,913,071	\$ 36,070	\$ 10,632,340	45%	\$ 4,820,823	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 3,280,434
CUSTOMER ACCOUNTS	5.08 B 2	SCH 8.2	\$ 347,403	\$ 347,403	\$ -	\$ -	45%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -
TOTAL ADMINISTRATIVE AND GENERAL			\$ 35,323,770	\$ 20,686,130	\$ 2,913,721	\$ 11,771,919		\$ 8,213,085		\$ 5,589,004
PROPERTY TAXES	5.08 B 3	SCH 8.2	\$ 452,000	\$ -	\$ -	\$ 456,305	45%	\$ 205,337	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 139,732
CAPITAL COST RECOVERY										
PRE-2009 ASSETS	5.08 B 1	ATT K-4								\$ 3,118,033
DEBT SERVICE ON NEW ASSETS	5.08 B 2	SCH 5								\$ -
REVENUE FUNDED ASSETS-APPROPRIATIONS TO WHOLESAL CAPITAL FUND	5.08 B 3	SCH 6								\$ 7,740,688
TOTAL CAPITAL COST RECOVERY										\$ 10,858,721
WHOLESAL SHARE OF HETCH HETCHY WATER & POWER										\$ 28,903,512
										(TO SCHEDULE 1)
WHOLESAL REVENUE COVERAGE ¹										\$ -

¹Adjusted Proportional Annual Use (68.39% X 99.50% = 68.05%)

²25% of Wholesale Share of Debt Service

ATTACHMENT N-2
SCHEDULE 5

WHOLESALE REVENUE REQUIREMENT SCHEDULES
HETCH HETCHY CAPITAL COST RECOVERY - ANNUAL DEBT SERVICE
FISCAL YEAR 2009-10
REFERENCE SECTION 5.09.B.1

	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	TOTAL ALL OUTSTANDING G BONDS
USE OF BOND PROCEEDS										
POWER PROJECTS	XX.XX%	XX.XX%	XX.XX%	XX.XX%	XX.XX%	XX.XX%	XX.XX%	XX.XX%	XX.XX%	
WATER PROJECTS	YY.YY%	YY.YY%	YY.YY%	YY.YY%	YY.YY%	YY.YY%	YY.YY%	YY.YY%	YY.YY%	
JOINT PROJECTS	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	
PRINCIPAL PAYMENT										
POWER SHARE	-	-	-	-	-	-	-	-	-	-
WATER SHARE	-	-	-	-	-	-	-	-	-	-
JOINT SHARE	-	-	-	-	-	-	-	-	-	-
INTEREST PAYMENT (NET)										
POWER SHARE	-	-	-	-	-	-	-	-	-	-
WATER SHARE	-	-	-	-	-	-	-	-	-	-
JOINT SHARE	-	-	-	-	-	-	-	-	-	-
TOTAL PRINCIPAL AND INTEREST PAYMENT	-	-	-	-	-	-	-	-	-	-
POWER SHARE	-	-	-	-	-	-	-	-	-	-
WATER SHARE	-	-	-	-	-	-	-	-	-	-
JOINT SHARE	-	-	-	-	-	-	-	-	-	-
WATER RELATED PRINCIPAL AND INTEREST PAYMENT ¹	68.05%	68.05%	68.05%	68.05%	68.05%	68.05%	68.05%	68.05%	68.05%	
ADJUSTED PROPORTIONAL ANNUAL USE WHOLESALE SHARE										
										(TO SCHEDULE 4)

¹Water Related = 100% of Water Share + 45% of Joint Share

WHOLESALE REVENUE REQUIREMENT SCHEDULES
HETCH HETCHY CAPITAL COST RECOVERY - REVENUE FUNDED CAPITAL PROJECTS
FISCAL YEAR 2009-10
REFERENCE SECTION 5.04.B

PROJECT	CLASSIFICATION	WATER RELATED	PERCENTAGE	SHARED	ALLOCATION	WHOLESALE	TOTAL	ALL YEARS	FY 2009-10 ACTUAL	ENCUMBERED, NOT	APPROPRIATED,
APPROPRIATION					FACTOR	SHARE	APPROPRIATION	EXPENDITURES	EXPENDITURES	EXPENDED	UNENCUMBERED
							ALL YEARS				BALANCE
CUH931	HH Microwave Replacement	\$ 4,000,000	JOINT	45%	\$ 1,800,000	\$ 1,224,900	\$ 1,224,900	\$ 1,224,900	\$ 1,224,900	\$ -	\$ -
CUH977	HH Water R&R - Facilities Maintenance	\$ 3,500,000	JOINT	45%	\$ 1,575,000	\$ 1,071,788	\$ 1,071,788	\$ 1,071,788	\$ 1,071,788	\$ -	\$ -
	Total Joint	\$ 7,500,000			\$ 3,375,000	\$ 2,296,688	\$ 2,296,688	\$ 2,296,688	\$ 2,296,688	\$ -	\$ -
CUH947	SEA - Go Solar Incentive Project	\$ 4,000,000	POWER	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH971	Alternative Transmission Studies	\$ 1,000,000	POWER	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH976	HH Water R&R - Power Infrastructure	\$ 16,700,000	POWER	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH979	Hunters Point Municipal Power	\$ -	POWER	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH983	Civic Center Sustainability District	\$ 1,090,000	POWER	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH986	General Fund Dept - Energy Efficiency	\$ 7,385,158	POWER	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Renewable/Generation	\$ 3,501,307	POWER	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Treasure Island Improvement Project	\$ 2,700,000	POWER	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Enterprise Fund Dept - Energy Efficiency	\$ 325,722	POWER	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Power	\$ 36,682,187			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH975	HH Water R&R - Water Infrastructure	\$ 6,000,000	WATER	100%	\$ 6,000,000	\$ 4,083,000	\$ 4,083,000	\$ 4,083,000	\$ 4,083,000	\$ -	\$ -
	Toulumne River Watershed Protection	\$ 2,000,000	WATER	100%	\$ 2,000,000	\$ 1,361,000	\$ 1,361,000	\$ 1,361,000	\$ 1,361,000	\$ -	\$ -
	Total Water	\$ 8,000,000			\$ 8,000,000	\$ 5,444,000	\$ 5,444,000	\$ 5,444,000	\$ 5,444,000	\$ -	\$ -
	TOTAL ALL WATER RELATED PROJECTS	\$ 96,364,374			\$ 11,375,000	\$ 7,740,688	\$ 7,740,688	\$ 7,740,688	\$ 7,740,688	\$ -	\$ -
										(TO SCHEDULE 4)	(TO SCHEDULE 4)

**ATTACHMENT N-2
SCHEDULE 7**

¹Adjustment for Transfer of SCADA Expenditures to T&D Joint (\$1,730,000)

WHOLESALE REVENUE REQUIREMENT SCHEDULES
 SERVICES OF SFPUC BUREAUS - ANNUAL SALARIES
 FISCAL YEAR 2009-10
 REFERENCE SECTION 5.05.B

ATTACHMENT N-2
 SCHEDULE 7.1

DEPARTMENT/DIVISION	ALLOCATION FACTOR	GROUP CODE	SALARIES	PERCENTAGE
HETCH HETCHY				
POWER		1 \$	6,677,939	6.27%
WATER		2 \$	1,775,910	1.67%
JOINT		\$	9,428,450	
WATER SHARE	45%	2 \$	4,242,803	3.98%
POWER SHARE	55%	1 \$	5,185,648	4.87%
WATER				
ADMINISTRATION (WTR01)		\$	1,009,246	
RETAIL SHARE	33.4%	3 \$	336,415	0.32%
REGIONAL SHARE	33.3%	4 \$	336,415	0.32%
HETCH HETCHY WATER SHARE	33.3%	2 \$	336,416	0.32%
CDD (WTR03)		3 \$	17,356,922	16.29%
WATER QUALITY (WTR04)		4 \$	7,282,589	6.83%
WATER SUPPLY & TREATMENT (WTR05)		4 \$	18,184,689	17.05%
NATURAL RESOURCES (WTR06)		4 \$	4,682,073	4.39%
WATER RESOURCE PLANNING		\$	1,419,760	
WATER CONSERVATION		3 \$	355,703	0.33%
RETAIL WATER RESOURCE PLANNING		3 \$	-	
REGIONAL SHARE (NET SALARIES)		4 \$	1,064,057	1.00%
WASTEWATER		5 \$	38,757,578	36.37%
SALARIES BY GROUP CODE				
HETCH HETCHY - POWER		1 \$	11,863,587	11.13% (TO SCHEDULE 7)
HETCH HETCHY - WATER		2 \$	6,355,129	5.96% (TO SCHEDULE 7)
WATER - RETAIL		3 \$	18,049,040	16.94% (TO SCHEDULE 7)
WATER- REGIONAL		4 \$	31,529,823	29.59% (TO SCHEDULE 7)
WASTEWATER		5 \$	38,757,578	36.37% (TO SCHEDULE 7)
TOTAL SALARIES		\$	106,555,156	100.00%

**WHOLESALE REVENUE REQUIREMENT SCHEDULES
CALCULATION OF THE WHOLESALE REVENUE REQUIREMENT
FISCAL YEAR 2009-10
WATER ENTERPRISE SUMMARY OF OPERATING EXPENSES**

**ATTACHMENT N-2
SCHEDULE 8.1**

	Retail	Wholesale	Regional	Total
Operating Expenses				
Transmission & Distributions	\$ 30,163,286	\$ -	\$ 23,252,946	\$ 53,416,232
Adjustments to Transmission & Distribution	\$ -	\$ -	\$ -	\$ -
Adjusted Transmission & Distribution	\$ 30,163,286	\$ -	\$ 23,252,946	\$ 53,416,232
Source of Supply	\$ 1,251,062	\$ -	\$ 13,692,891	\$ 14,943,953
Adjustments to Source of Supply	\$ -	\$ -	\$ -	\$ -
Adjusted Source of Supply	\$ 1,251,062	\$ -	\$ 13,692,891	\$ 14,943,953
Pumping	\$ 3,854,000	\$ -	\$ 488,682	\$ 4,342,682
Adjustments to Pumping	\$ -	\$ -	\$ -	\$ -
Adjusted Pumping	\$ 3,854,000	\$ -	\$ 488,682	\$ 4,342,682
Treatment	\$ -	\$ -	\$ 30,445,053	\$ 30,445,053
Adjustments to Treatment	\$ -	\$ -	\$ -	\$ -
Adjusted Treatment	\$ -	\$ -	\$ 30,445,053	\$ 30,445,053
Customer Accounts	\$ 7,401,169	\$ 151,044	\$ -	\$ 7,552,213
Adjustments to Customer Accounts	\$ -	\$ -	\$ -	\$ -
Adjusted Customer Accounts	\$ 7,401,169	\$ 151,044	\$ -	\$ 7,552,213
Total Adjusted Operating Expense	\$ 42,669,517	\$ 151,044	\$ 67,879,572	\$ 110,700,133
General & Administrative Expense				
COMCAP	\$ -	\$ -	\$ 1,238,009	\$ 1,238,009
Services of SFPUC Bureaus	\$ 8,178,424	\$ -	\$ 14,286,867	\$ 22,465,291
Other General & Administrative	\$ 4,009,891	\$ -	\$ 8,962,586	\$ 12,972,477
Adjustments to General & Administrative	\$ -	\$ -	\$ -	\$ -
Adjusted General & Administrative	\$ 4,009,891	\$ -	\$ 8,962,586	\$ 12,972,477
Compliance Audit	\$ 100,000	\$ 100,000	\$ -	\$ 200,000
Total General & Administrative	\$ 12,288,315	\$ 100,000	\$ 24,487,462	\$ 36,875,777
Property Taxes	\$ -	\$ -	\$ 1,417,293	\$ 1,417,293
Total	\$ 54,957,832	\$ 251,044	\$ 93,784,327	\$ 148,993,203

Source: FAMIS/EIS

Note: All adjustments to be separately identified above

**WHOLESALE REVENUE REQUIREMENT SCHEDULES
 CALCULATION OF THE WHOLESALE REVENUE REQUIREMENT
 FISCAL YEAR 2009-10
 HETCHY HETCHY WATER & POWER SUMMARY OF OPERATING EXPENSES**

**ATTACHMENT N-2
 SCHEDULE 8.2**

	Power	Water	Joint	Total
Operating Expenses				
Purchased Power & Wheeling	\$ 28,953,676			\$ 28,953,676
Adjustments to Purchased Power & Wheeling	\$ -			\$ -
Adjusted Purchased Power & Wheeling	\$ 28,953,676			\$ 28,953,676
Operations				
Hydraulic Generation	\$ 2,900,291	\$ -	\$ 3,200,394	\$ 6,100,685
Transmission & Distribution	\$ -	\$ -	\$ -	\$ -
Water Quality Expense	\$ -	\$ 9,557,862	\$ -	\$ 9,557,862
Adjustments to Operations	\$ -	\$ -	\$ -	\$ -
Adjusted Operations	\$ 2,900,291	\$ 9,557,862	\$ 3,200,394	\$ 15,658,547
Maintenance				
Hydraulic Generation	\$ 1,840,096	\$ 3,238,622	\$ 8,581,952	\$ 13,660,670
Transmission & Distribution	\$ 3,359,385	\$ -	\$ -	\$ 3,359,385
Water Quality Expense	\$ -	\$ -	\$ -	\$ -
Adjustments to Maintenance	\$ (151,442)	\$ -	\$ -	\$ (151,442)
Adjusted Maintenance	\$ 5,048,039	\$ 3,238,622	\$ 8,581,952	\$ 16,868,613
Total Adjusted Operating Expense	\$ 36,902,006	\$ 12,796,484	\$ 11,782,346	\$ 61,480,836
General & Administrative Expense				
COWCAP	\$ -	\$ -	\$ 1,139,579	\$ 1,139,579
Services of SFPUC Bureaus	\$ 5,375,656	\$ 2,879,651	\$ -	\$ 8,255,307
Customer Accounts	\$ 347,403	\$ -	\$ -	\$ 347,403
Adjustments to Customer Accounts	\$ -	\$ -	\$ -	\$ -
Adjusted Customer Accounts	\$ 347,403	\$ -	\$ -	\$ 347,403
Other General & Administrative	\$ 14,913,071	\$ 36,070	\$ 10,632,340	\$ 25,581,481
Adjustments to General & Administrative	\$ -	\$ -	\$ -	\$ -
Adjusted General & Administrative	\$ 14,913,071	\$ 36,070	\$ 10,632,340	\$ 25,581,481
Total General & Administrative	\$ 20,636,130	\$ 2,915,721	\$ 11,771,919	\$ 35,323,770
Property Taxes	\$ -	\$ -	\$ 452,000	\$ 452,000
Total	\$ 57,538,136	\$ 15,712,205	\$ 24,006,265	\$ 97,256,606

Source: FAMIS/EIS

Note: All adjustments to be separately identified above

SCHEDULE OF PROJECTED WATER SALES, WHOLESALE REVENUE REQUIREMENTS, AND WHOLESALE RATES
 CONTRACT REFERENCE: ARTICLE 6.03.A.3

	N	N+1	FISCAL YEAR N+2	N+3	N+4
OPERATION AND MAINTENANCE EXPENSES					
SOURCE OF SUPPLY	\$ 9,364,568	\$ -	\$ -	\$ -	\$ -
PUMPING	\$ 334,210	\$ -	\$ -	\$ -	\$ -
TREATMENT	\$ 20,821,372	\$ -	\$ -	\$ -	\$ -
TRANSMISSION & DISTRIBUTION	\$ 15,902,690	\$ -	\$ -	\$ -	\$ -
CUSTOMER ACCOUNTS	\$ 151,044	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATION AND MAINTENANCE EXPENSES	\$ 46,573,884	\$ -	\$ -	\$ -	\$ -
ADMINISTRATIVE AND GENERAL EXPENSES					
COWCAP	\$ 520,857	\$ -	\$ -	\$ -	\$ -
SF PUBLIC UTILITIES COMMISSION	\$ 9,770,788	\$ -	\$ -	\$ -	\$ -
OTHER A&G	\$ 3,770,749	\$ -	\$ -	\$ -	\$ -
COMPLIANCE AUDIT	\$ 100,000	\$ -	\$ -	\$ -	\$ -
TOTAL ADMINISTRATIVE AND GENERAL EXPENSES	\$ 14,162,394	\$ -	\$ -	\$ -	\$ -
PROPERTY TAXES	\$ 969,287	\$ -	\$ -	\$ -	\$ -
CAPITAL COST RECOVERY					
PRE 2009 ASSETS	\$ 24,051,326	\$ -	\$ -	\$ -	\$ -
DEBT SERVICE ON NEW ASSETS	\$ 17,952,931	\$ -	\$ -	\$ -	\$ -
REVENUE FUNDED CAPITAL	\$ 8,381,400	\$ -	\$ -	\$ -	\$ -
TOTAL CAPITAL COST RECOVERY	\$ 50,385,657	\$ -	\$ -	\$ -	\$ -
WHOLESALE SHARE HHW&P	\$ 28,903,512	\$ -	\$ -	\$ -	\$ -
WHOLESALE REVENUE REQUIREMENT	\$ 140,994,734	\$ -	\$ -	\$ -	\$ -
BALANCING ACCOUNT AS OF JUNE 30	\$ -	\$ -	\$ -	\$ -	\$ -
INTEREST ON BALANCING ACCOUNT	\$ -	\$ -	\$ -	\$ -	\$ -
WHOLESALE REVENUES AT EXISTING RATE	\$ (127,485,900)	\$ -	\$ -	\$ -	\$ -
WHOLESALE EXCESS USE CHARGES	\$ -	\$ -	\$ -	\$ -	\$ -
SETTLEMENT CREDITS AND OTHER ADJUSTMENTS	\$ 21,000	\$ -	\$ -	\$ -	\$ -
1984 AGREEMENT BALANCING ACCOUNT CREDITS	\$ 1,997,220	\$ -	\$ -	\$ -	\$ -
WHOLESALE DEBIT SERVICE COVERAGE RESERVE	\$ 4,488,233	\$ -	\$ -	\$ -	\$ -
WHOLESALE DEFICIENCY OR CREDIT	\$ 20,015,287	\$ -	\$ -	\$ -	\$ -
PERCENT WHOLESALE DEFICIENCY OR CREDIT OF REVENUES AND EXCESS USE CHARGES	15.7%				
PROJECTED WATER SALES (CCF)	85,920,000	0	0	0	0
WHOLESALE DEFICIENCY OR CREDIT (\$/CCF)	0.23	0	0	0	0
PROJECTED WHOLESALE RATE (UNIT COST (\$/CCF))	1.66	0	0	0	0
PROJECTED SERVICE CHARGE REVENUES	\$ 4,620,300				
PROJECTED VOLUME CHARGE REVENUES	\$ 142,627,200				
TOTAL WHOLESALE REVENUES	\$ 147,247,500				

ATTACHMENT O

ATTACHMENT O
STATEMENT OF WHOLESALE REVENUE REQUIREMENT/ CHANGES IN BALANCING ACCOUNT
YEAR ENDED JUNE 30
(Section 7.02.B)

	FY 2008-09 Allocation to Wholesale Customers	FY 2009-10 Allocation to Wholesale Customers	Difference
Wholesale Revenue Requirement Calculation:			
Operating and maintenance (O&M) expense:			
San Francisco Water Enterprise:			
Source of supply	\$ 9,133,025	\$ 9,364,568	\$ 231,543
Pumping	\$ 325,946	\$ 334,210	\$ 8,264
Purification	\$ 20,437,460	\$ 20,821,372	\$ 383,912
Transmission and distribution	\$ 9,350,279	\$ 15,902,690	\$ 6,552,411
Customer Accounts	\$ 224,255	\$ 151,044	\$ (73,211)
Total SFWE operating and maintenance	\$ 39,470,965	\$ 46,573,884	\$ 7,102,919
Hetch Hetchy Water and Power (HHWP):			
Operating expenses	\$ 10,359,786	\$ 7,484,165	\$ (2,875,621)
Maintenance expenses	\$ 4,526,240	\$ 4,831,890	\$ 305,650
Total HHWP operating and maintenance	\$ 14,886,026	\$ 12,316,055	\$ (2,569,971)
Administrative and general (A&G) expenses:			
COWCAP			
SFWE	\$ 512,438	\$ 520,857	\$ 8,419
HHWP	\$ 162,364	\$ 348,968	\$ 186,604
SF Public Utilities Commission:			
SFWE	\$ 7,461,835	\$ 9,770,788	\$ 2,308,953
HHWP	\$ 2,357,622	\$ 1,959,603	\$ (398,019)
Other A&G – SFWE	\$ 8,234,799	\$ 3,770,749	\$ (4,464,050)
Other A&G – HHWP	\$ -	\$ 3,280,434	\$ 3,280,434
Compliance audit	\$ 95,338	\$ 100,000	\$ 4,662
Total administrative and general expenses	\$ 18,824,396	\$ 19,751,399	\$ 927,003
Property taxes (outside city only):			
SFWE	\$ 964,040	\$ 969,287	\$ 5,247
HHWP	\$ 120,923	\$ 139,732	\$ 18,809
Total property taxes	\$ 1,084,963	\$ 1,109,019	\$ 24,056
Capital Cost Recovery			
Pre-2009 Assets			
SFWE		\$ 24,051,326	
HHWP		\$ 3,118,033	
Debt Service on New Assets			
SFWE		\$ 17,952,931	
HHWP		\$ -	
Revenue Funded Assets			
SFWE		\$ 8,381,400	
HHWP		\$ 7,740,688	
Total Capital Cost Recovery	\$ 46,378,941	\$ 61,244,378	\$ 14,865,437
Total Wholesale Revenue Requirement	\$ 120,645,291	\$ 140,994,735	\$ 20,349,444
Balancing Account July 1			
Interest on adjusted beginning balance	\$ 21,176,614	\$ -	
Wholesale revenues billed	\$ 529,415	\$ -	
Excess use charges billed	\$ (123,604,000)	\$ (147,247,500)	
Wholesale Revenue Coverage Reserve	\$ -	\$ -	
Other adjustments	\$ -	\$ 4,488,233	
Settlement adjustments	\$ -	\$ -	
1984 Agreement Balancing Account Credits	\$ 21,006	\$ 21,006	
	\$ -	\$ 1,997,220	
Balancing Account June 30	\$ 18,768,326	\$ 253,694	

ATTACHMENT P

Attachment P
REPRESENTATION LETTER

Certification Pursuant to Water Sales Agreement (the Agreement) between the City and County of San Francisco (San Francisco) and certain wholesale customers in the counties of San Mateo, Santa Clara, and Alameda (the Wholesale Customers) effective July 1, 2009.

Each of the undersigned certifies that:

1. I have reviewed San Francisco Water Department and Hetch Hetchy Water & Power Department Report on the Calculation of the Wholesale Revenue Requirement and Statement of Changes in the Balancing Account (the Statement) for the year ended June 30, 200X;

Based on my knowledge, this report and Statement do not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by the report;

Based on my knowledge, the Statement and other financial information included in the report, fairly presents in all material respects the proper costs incurred and allocated to the Wholesale Customers in accordance with the provisions of the Agreement.

The below certifying officers and I are responsible for establishing and maintaining internal control over financial reporting and have:

Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting for purposes of the preparation of the Statement.

Evaluated the effectiveness of the allocation procedures to ensure compliance with the terms of the Agreement.

The Statement fully complies with the contractual requirements of the Agreement and fairly presents, in all material respects, the allocation of costs to the Wholesale Customers in accordance with the Agreement.

General Manager, SFPUC

Date

Assistant General Manager & Chief Financial Officer, SFPUC

Date

Finance Director, SFPUC

Date

Accounting Manager, SFPUC

Date

Financial Planning Manager, SFPUC

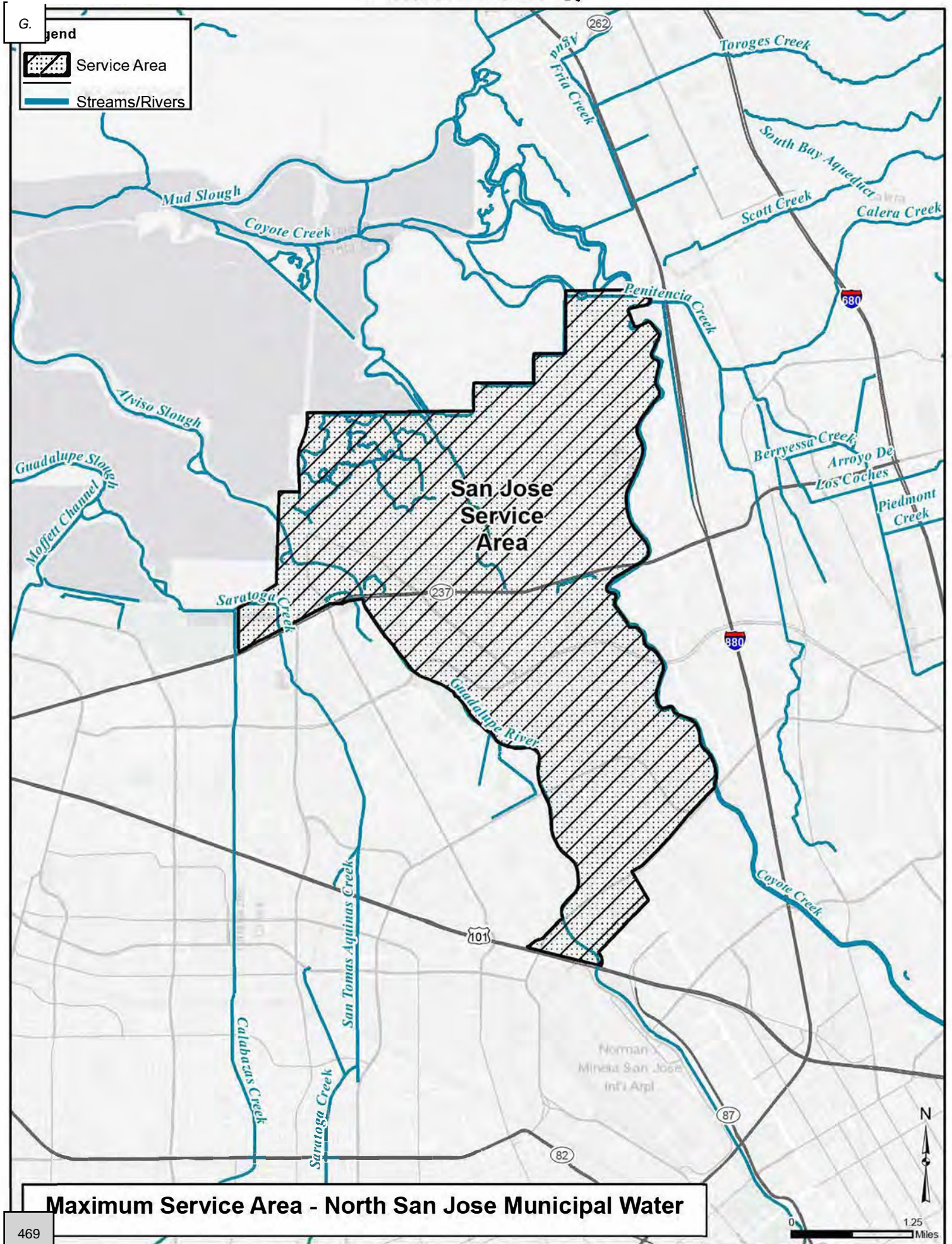
Date

Senior Rates Administrator, SFPUC

Date

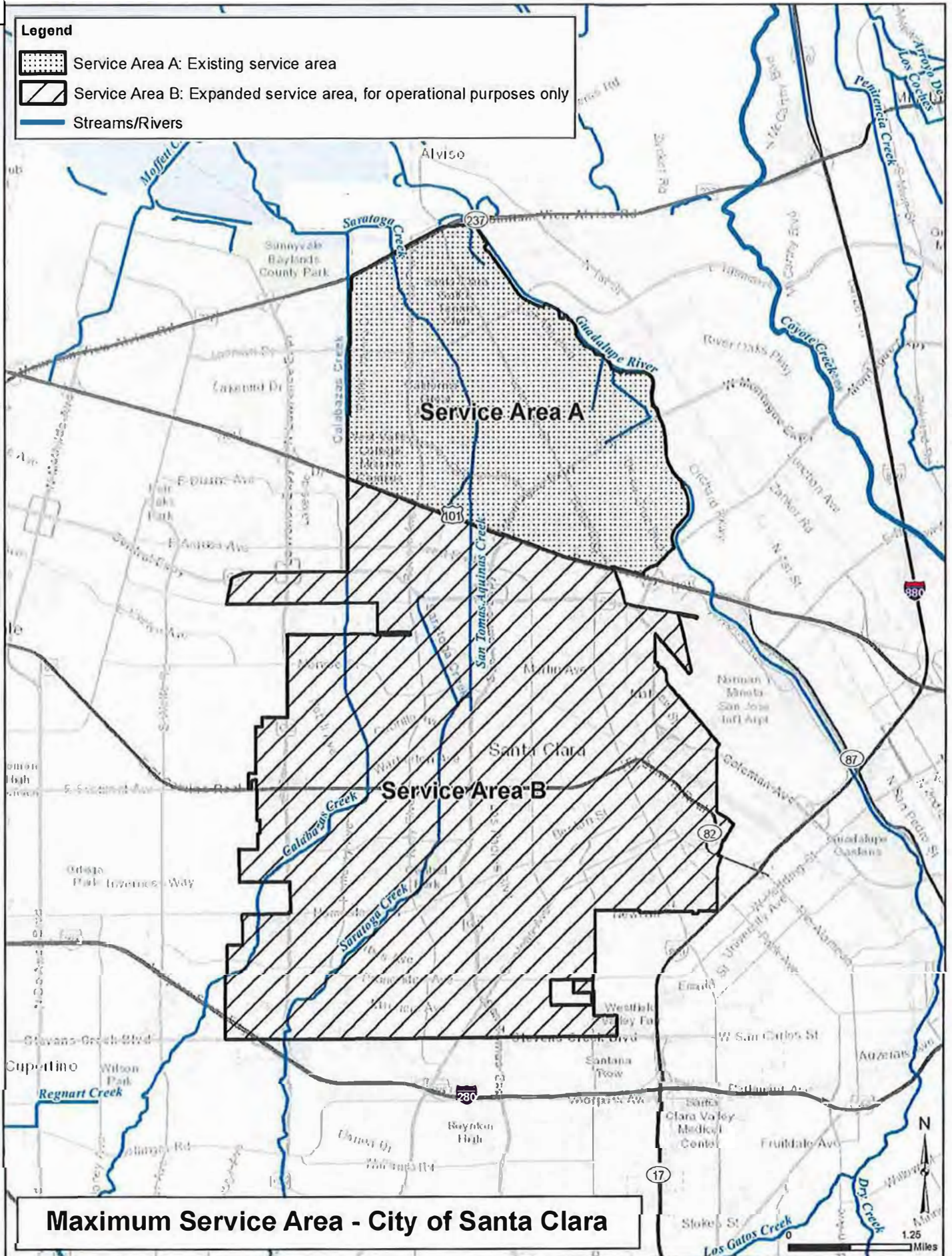
ATTACHMENT Q

Attachment Q-1



Attachment Q-2

G.



ATTACHMENT R

ATTACHMENT R – CLASSIFICATION OF EXISTING SYSTEM ASSETS

ATTACHMENT R-1

INTRODUCTION TO ATTACHMENT R

Attachment R is composed of three documents (1) this **R-1 Introduction to Attachment R**, (2) **R-2 Special Classification of Discrete Projects for 2018 WSA Amendment Purposes**, and (3) **R-3 Major Hetch Hetchy Enterprise Existing System Assets**. These R series attachments provide a record for purposes of maintaining the historical basis for the allocation of capital costs and operating expenses associated with Existing System Assets generally, with greater detail provided for major Hetch Hetchy Enterprise Existing System Assets due to the complexity of tracking the Water-Only, Power-Only, and Joint classifications as inputs to the Wholesale Revenue Requirement under Sections 5.08 and 5.09 of the Agreement.

Attachment R-2, Special Classification of Discrete Projects for 2018 WSA Amendment Purposes defines a limited number of capital projects involving five Hetch Hetchy Enterprise Existing System Assets where the parties have agreed to classify defined capital project costs separately from the assets' underlying classification listed on Attachment R-3. The classification listed in Attachment R-3 will continue to control the allocation of capital costs and operating expenses once the defined capital projects described in Attachment R-2 are complete.

Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets is a record of major assets at the "facility group" level (see below) as of January 1, 2019. The table contains six columns and 578 rows. The facility groups are broken down into individual facilities or assets. The facility group name and classification are provided for each asset. Assets listed on Attachment R-3 are classified as Joint, Water-Only, or Power-Only. Each asset is also assigned a unique identification ("ID") number for ease of reference. Attachment R-3 is not a complete record of all Hetch Hetchy Enterprise Existing System Assets.

General Explanation of Classification.

A "facility group" is a location where a group of facilities is located. A single facility may constitute a facility group. A "facility" is a primary asset in a facility group whose function determines its classification and the classification of appurtenances or sub-assets. An appurtenance is an asset or sub-asset that supports the function of the facility to which it is appurtenant. In most cases the classification of the appurtenance is determined by the classification of the facility to which the appurtenance belongs. The function of the appurtenance may not necessarily control its classification.

The classification of appurtenant assets generally follows the classification of the facility group served. These appurtenant assets include security, offices/housing, and utilities serving the facility group such as domestic water, wastewater, communications and solid waste disposal. Power distribution assets that provide power to a facility group (e.g. lower voltage power distribution lines) generally carry the classification of the facility group served, but do not include power generation or higher voltage transmission lines for export of power elsewhere, which remain classified as Power-Only. With limited exceptions for roads exclusively accessing Power-Only facilities, roads and bridges are classified as Joint because most roads serve multiple facilities or Joint facilities. Equipment and rolling stock are generally classified as Joint unless the asset has a specialized purpose serving the Power function. Capital costs and operating expenses related to Camp Mather are charged to Power in order to segregate these costs from the Wholesale Revenue Requirement.

ATTACHMENT R-2

SPECIAL CLASSIFICATION OF DISCRETE PROJECTS FOR
2018 WSA AMENDMENT PURPOSES

Asset	Asset Classification	Project	Project Classification ¹
Lower Cherry Aqueduct	Joint	Lower Cherry Aqueduct Project	Water ²
Mountain Tunnel	Joint	Mountain Tunnel Interim Work	Water ³
Mountain Tunnel	Joint	Mountain Tunnel Long Term Repairs	Water ³
Mountain Tunnel	Joint	Mountain Tunnel Flow Control Facility (FCF) Project	Joint ⁵
Kirkwood Penstock	Power	Kirkwood Penstock Project	Joint ⁴
Moccasin Powerhouse Penstock	Power	Moccasin Penstock Project	Joint ⁴
Moccasin Lower Dam	Water	Moccasin Dam Interim Repairs	Joint ⁵
Moccasin Lower Dam	Water	Moccasin Dam Long-Term Improvements	Joint ⁵

These Project Classifications are Exceptions to the Fixed Asset Classifications in Attachment R-3

Attachment R-3 lists major Hetch Hetchy Enterprise Existing System Assets and their agreed-upon classifications (Power, Joint or Water). The classification for all Existing System Assets is fixed and applies to all related expenditures, including capital, regulatory, operating and maintenance expenses, and whether the expenditure alters, rebuilds or replaces the asset, and any appurtenances.

¹ Expires June 30, 2034

² Project capital costs may include costs incurred in FY 2013-14 and subsequent Fiscal Years until project is complete

³ Project capital costs may include costs incurred in FY 2011-12 and subsequent Fiscal Years until project is complete

⁴ Project capital costs may include costs incurred in FY 2009-10 and subsequent Fiscal Years until project is complete

⁵ Project capital costs may include costs incurred in FY 2017-18 and subsequent Fiscal Years until project is complete

In 2018, the parties agreed to classify certain capital projects (but not the underlying asset classifications shown on Attachment R-3) for a select number of Hetch Hetchy Enterprise Existing System Assets. These projects are defined below. These project-related classification changes, shown on this Attachment R-2, are part of the 2018 amendments to the Agreement and are not precedential for any other asset-related capital cost or operating expense.

The capital costs for the projects defined below shall be allocated in accordance with the project classifications shown on this Attachment R-2 so long as the projects are approved by the SFPUC following necessary CEQA review. Once the project, as defined below, is complete and the Commission adopts a project administrative closeout resolution authorizing final payment to the contractor(s), the separate project classification expires and all subsequent capital costs and operating expenses related to the asset will follow the existing asset classification shown on Attachment R-3. The project classification exceptions will expire on June 30, 2034 and all future capital and operating costs and expenses will follow the asset classification, even if a project has not been completed by the SFPUC by that date.

Unless specified otherwise, the capital costs for each project specified below includes costs incurred by the SFPUC for the construction of the project using debt or revenue funding, along with all project-related planning costs, engineering costs, engineering services, costs to obtain project-related regulatory permits, fees for environmental consultants, mitigation costs, legal fees, and other costs that are required to construct and place the project in operation as a water conveyance or power generation facility, or to serve both functions. The allocation of project capital costs includes expenditures incurred in fiscal years prior to FY 2018-19 where noted.

Project Classification Descriptions⁶

1. **Lower Cherry Aqueduct Project** means repairs along the Lower Cherry Aqueduct system from and including the Cherry Creek Diversion Dam downstream to and including a connection to the pool behind Early Intake Dam, including expenditures incurred in FY 2013-14 and subsequent fiscal years until the project is complete.
2. **Mountain Tunnel Interim Work** means the investigations, interim repairs to the tunnel as well as improvements to access roads and adits for Adit 5/6 and Adit 8/9 already funded or included in the FY 2017-18 ten-year CIP, including expenditures incurred in FY 2011-12 and subsequent fiscal years until the project is complete.
3. **Mountain Tunnel Long Term Repairs** means repair or replacement of tunnel lining not performed as part of the Mountain Tunnel Interim Work, contact grouting of the entire tunnel lining, completion of hydraulic improvements, installation of steel lining in sections of the tunnel to accommodate increased pressure, extension of the siphon crossing under the South Fork of the Tuolumne River, an enlarged concrete portal and bulkhead at Early Intake, and roadway access improvements to tunnel entry points at the South Fork Tuolumne River crossing, Adit 8-9 and Adit 5-6. Project capital costs include costs incurred in FY 2011-12 and subsequent fiscal years until the project is complete.

⁶ SFPUC and BAWSCA discussed and agreed to omit the following projects from this special project classification: 1) Early Intake Diversion Dam and Reservoir, 2) Moccasin Power Tunnel, and 3) Kirkwood Generator Bypass and Moccasin Generator #1 & 2 Bypasses. All capital costs and operating expenses related to these assets will follow the existing asset classification shown on Attachment R-3.

4. **Mountain Tunnel Flow Control Facility (FCF) Project** means construction of a FCF at the downstream end of Mountain Tunnel to reduce lining damage by eliminating the daily cycling between open channel and pressurized flow conditions inside the tunnel, and to allow access to the tunnel when the elevation of the water surface in Priest Reservoir is higher than the elevation of Priest Portal. The project consists of constructing a bypass tunnel, a FCF access shaft and related appurtenances, installing flow control valves and associated mechanical, electrical, and instrumentation as well as construction of a new Mountain Tunnel adit at Priest Reservoir, and a new access road to the FCF. The bypass will be fully steel lined to accommodate higher operating pressures, and a concrete plug will be constructed at the upstream end where water is diverted into the FCF. Project capital costs include costs incurred in FY 2017-18 and subsequent fiscal years until the project is complete.
5. **Kirkwood Penstock Project** means repair, rehabilitation or replacement of the penstock between the Canyon Portal Valve House and the outside of the northern wall of the Kirkwood Powerhouse. The Joint classification for this project would exclude valves, electronic controls and other appurtenances needed for power operations but not for delivery of water to the Bay Area. Project capital costs include costs incurred in FY 2009-10 and subsequent fiscal years until the project is complete.
6. **Moccasin Dam Interim Repairs** means repairs and improvements related to damage caused by the March 22, 2018 storm with the goal of returning the reservoir to service at a restricted water pool elevation. The interim measures include repairs and improvements to the Moccasin Creek Diversion Dam and Bypass, Moccasin Reservoir, access and automation improvements at Gate No. 3 Tower, the Lower Moccasin Dam Auxiliary Spillway, and the downstream channel of Moccasin Creek. Project capital costs include costs incurred in FY 2017-18 and subsequent fiscal years until the project is complete.
7. **Moccasin Dam Long-Term Improvements** means upgrading the Moccasin Reservoir facilities to meet long-term operational and dam safety needs, including the Lower Moccasin Dam, Moccasin Creek Diversion Dam, spillways, outlet works, and other appurtenant facilities, excluding the Moccasin Low Head Hydropower Plant and appurtenances. The work consists of repairs and upgrades to restore the capability to accommodate changes in flow associated with water delivery and power generation, provide hydraulic control for delivery of water to the Bay Area, permit the discharge of excess water downstream to Don Pedro Reservoir, and satisfy State regulatory requirements and guidelines. The Joint classification for this project would include all work, regardless of whether or not specific elements are required by the State of California. Project capital costs include costs incurred in FY 2017-18 and subsequent fiscal years until project is complete.
8. **Moccasin Penstock Project** means the repair, rehabilitation or replacement of the Moccasin Penstocks to ensure reliable water delivery to the Bay Area and support power generation at Moccasin Powerhouse. Project facilities would extend from the western end of the Moccasin Power Tunnel to the eastern wall of the Moccasin Powerhouse. The Joint classification for this project would exclude valves, electronic controls and other appurtenances needed for power operations but not for delivery of water to the Bay Area. Project capital costs include costs incurred in FY 2009-10 and subsequent fiscal years until the project is complete.

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
1	CPSCADA	Canyon Tunnel	CANYON PORTAL SCADA RTU (FUT.)	Joint	1
2	OSHCANTNL	Canyon Tunnel	OSHAUGHNESSY CANYON POWER TUNNEL	Joint	2
3	CV	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY DAMS AND BUILDINGS	Joint	3
4	CVBLDGS	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY BUILDINGS	Joint	4
5	CVFUEL	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY FUELING STATION	Joint	5
6	CVPS	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY PUMP STATION	Power	6
7	ELBAT	Cherry and Eleanor Dams/Compounds	ELEANOR BATTERY BANK	Joint	7
8	ELCOT	Cherry and Eleanor Dams/Compounds	COTTAGE, LAKE ELEANOR	Joint	8
9	ELDORM	Cherry and Eleanor Dams/Compounds	DORM, COOKHOUSE, GARAGE LAKE ELEANOR	Joint	9
10	ELDWSCT	Cherry and Eleanor Dams/Compounds	LAKE ELEANOR WATER TANK	Joint	10
11	ELEANOR	Cherry and Eleanor Dams/Compounds	LAKE ELEANOR EQUIPMENT	Joint	11
12	ELWHSE	Cherry and Eleanor Dams/Compounds	WAREHOUSE, LAKE ELEANOR	Joint	12
13	CVPSPRORLY	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY PUMP STATION PROTECTIVE RELAYS	Power	13
14	CVDM	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY DAM	Joint	14
15	CVDWS	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY DOMESTIC WATER SYSTEM	Joint	15
16	CVVH	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY VALVE HOUSE	Joint	16
17	ELNCHRTNL	Cherry and Eleanor Dams/Compounds	ELEANOR - CHERRY TUNNEL	Joint	17
18	ELNRDM	Cherry and Eleanor Dams/Compounds	ELEANOR DAM	Joint	18
19	ICP	Early Intake Dam and Reservoir	INTAKE CAMP EQUIPMENT AND GROUNDS	Joint	19
20	ICPCT	Early Intake Dam and Reservoir	INTAKE CAMP COTTAGES	Joint	20
21	ICPFUEL	Early Intake Dam and Reservoir	INTAKE CAMP FUELING SYSTEM	Joint	21
22	ICPLINERIGSH	Early Intake Dam and Reservoir	INTAKE CAMP LINEMENS RIGGING SHED BUILDING	NA	22
23	ICPMAIL	This row not included by SFPUC	INTAKE MAIL SHACK	NA	23
24	ICPSAND	Early Intake Dam and Reservoir	INTAKE CAMP SAND STORAGE BUILDING	Joint	24
25	ICPSEW	Early Intake Dam and Reservoir	INTAKE CAMP SEWAGE SYSTEM	Joint	25
26	ICPTV	Early Intake Dam and Reservoir	INTAKE CAMP TV SYSTEM	Joint	26
27	ICPWSTN	Early Intake Dam and Reservoir	INTAKE WEATHER STATION	Joint	27
28	IWSSCADA	Early Intake Dam and Reservoir	INTAKE DOMESTIC WATER SYS RTU	Joint	28
29	ICPEL	Early Intake Dam and Reservoir	INTAKE CAMP ELECTRICAL SYSTEM	Joint	29
30	ICPDWSBFP	Early Intake Dam and Reservoir	INTAKE DOMESTIC WATER BACK FLOW PREVENTERS, ICP	Joint	30
31	ICPPPOOL	Early Intake Dam and Reservoir	INTAKE CAMP SWIMMING POOL	Joint	31
32	ICPWTS	Early Intake Dam and Reservoir	INTAKE CAMP WATER SYSTEM	Joint	32
33	ICPDM	Early Intake Dam and Reservoir	INTAKE CAMP DAM	Joint	33
34	INTRES	Early Intake Dam and Reservoir	INTAKE RESERVOIR	Joint	34
35	GPL	Holm Powerhouse	22.9KV-GRANITE PORTAL LINE	Power	35
36	H1	Holm Powerhouse	HOLM UNIT #1	Power	36
37	H1PRORLY	Holm Powerhouse	HPH UNIT #1 PROTECTIVE RELAYS	Power	37
38	H2	Holm Powerhouse	HOLM UNIT #2	Power	38
39	H2PRORLY	Holm Powerhouse	HPH UNIT #2 PROTECTIVE RELAYS	Power	39
40	HAX	Holm Powerhouse	HPH EXCITERS, GOVERNORS, TAIL RACE AND OTHER	Power	40
41	HL2TTGE	Holm Powerhouse	HPH LINE #2 TRANSFER TRIP GE	Power	41
42	HPH	Holm Powerhouse	HOLM POWERHOUSE	Power	42
43	HPHBATTERY	Holm Powerhouse	HPH BATTERY SYSTEM	Power	43
44	HPHPEN	Holm Powerhouse	HOLM POWERHOUSE PENSTOCK	Power	44
45	HPHPRORLYTMP	Holm Powerhouse	TEMP HOLING SPOT FOR PRO RLYS	Power	45
46	HPHRF#1	Holm Powerhouse	HOLM POWERHOUSE ROOF FAN #1	Power	46
47	HPHRF#2	Holm Powerhouse	HOLM POWERHOUSE ROOF FAN #2	Power	47
48	HPHWW	Holm Powerhouse	HPH TSOV, SLIDE GATES AT TAILRACE, ETC	Power	48
49	HPRORLY	Holm Powerhouse	HPH PROTECTIVE RELAYS	Power	49
50	HSPARES	Holm Powerhouse	ALL HOLM POWERHOUSE SPARES	Power	50
51	HVH	Holm Powerhouse	HOLM VALVE HOUSE	Power	51

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
52	CVPWRTNL	Holm Powerhouse	CHERRY POWER TUNNEL	Power	52
53	GPSCADA	Holm Powerhouse	GRANITE PORTAL SCADA RTU (FUT.)	Power	53
54	H1ASCADA	Holm Powerhouse	HPH UNIT 1 ANNUNCIATOR RTU	Power	54
55	H2ASCADA	Holm Powerhouse	HPH UNIT 2 ANNUNCIATOR RTU	Power	55
56	HPHSCADA	Holm Powerhouse	HOLM POWERHOUSE SCADA RTU	Power	56
57	HPHVMS	Holm Powerhouse	HPH VIBRATION MONITORING SYSTEM	Power	57
58	KPH2SCADA	Kirkwood Powerhouse	KPH PENSTOCK MONITORING SYS RTU	Power	58
59	KPH	Kirkwood Powerhouse	KIRKWOOD POWERHOUSE	Power	59
60	KPHB	Kirkwood Powerhouse	KPH BATHROOM	Power	60
61	KPHOFFICE	Kirkwood Powerhouse	KPH OPERATOR OFFICE	Power	61
62	KVH	Kirkwood Powerhouse	KIRKWOOD VALVE HOUSE	Joint	62
63	K1	Kirkwood Powerhouse	KIRKWOOD UNIT #1	Power	63
64	K1PRORLY	Kirkwood Powerhouse	KPH UNIT #1 PROTECTIVE RELAYS	Power	64
65	K2	Kirkwood Powerhouse	KIRKWOOD UNIT #2	Power	65
66	K2PRORLY	Kirkwood Powerhouse	KPH UNIT #2 PROTECTIVE RELAYS	Power	66
67	K3	Kirkwood Powerhouse	KIRKWOOD UNIT #3	Power	67
68	K3PRORLY	Kirkwood Powerhouse	KPH UNIT #3 PROTECTIVE RELAYS	Power	68
69	KAX	Kirkwood Powerhouse	KPH EXCITERS, GOVERNORS, TAIL RACE AND OTHER	Power	69
70	KAXBKR5211	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-11 MATHER / ICP LINE	Power	70
71	KAXBKR5212	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-12 CANYON PORTAL LINE	Power	71
72	KAXBKR5221	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-21 MATHER / ICP LINE	Power	72
73	KAXBKR5222	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-22 MATHER 22KV LINE	Power	73
74	KAXBKR52S1	Kirkwood Powerhouse	KPH1 BREAKER LOCATION 52-S1 STATION SERVICE	Power	74
75	KAXBKR52S2	Kirkwood Powerhouse	KPH2 BREAKER LOCATION 52-S2 STATION SERVICE	Power	75
76	KAXBKR52S3	Kirkwood Powerhouse	KPH3 BREAKER LOCATION 52-S3 STATION SERVICE	Power	76
77	KAXBKRBT	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-BUS TIE	Power	77
78	KAXBKRBT23	Kirkwood Powerhouse	KPH BREAKER LOCATION 23-BUS TIE	Power	78
79	KAXBKRBT32	Kirkwood Powerhouse	KPH BREAKER LOCATION 32-BUS TIE	Power	79
80	KAXBKRSS1	Kirkwood Powerhouse	KPH1 BREAKER LOCATION 52-SS1 STATION SERVICE	Power	80
81	KAXBKRSS2	Kirkwood Powerhouse	KPH2 BREAKER LOCATION 52-SS2 STATION SERVICE	Power	81
82	KAXBKRSS3	Kirkwood Powerhouse	KPH3 BREAKER LOCATION 52-SS3 STATION SERVICE	Power	82
83	KAXBREAKERS	Kirkwood Powerhouse	KIRKWOOD POWERHOUSE BREAKERS	Power	83
84	KPHBATTERY	Kirkwood Powerhouse	KPH BATTERY SYSTEM	Power	84
85	KPHDCV	Kirkwood Powerhouse	KPH DELUGE CONTROL VALVE	Power	85
86	KPHGENBRK	Kirkwood Powerhouse	KPH SPARE GENERATOR BREAKER	Power	86
87	KPHOILFLT	Kirkwood Powerhouse	KPH PORTABLE XFMR OIL FILTER	Power	87
88	KPHPEN	Kirkwood Powerhouse	KIRKWOOD POWERHOUSE PENSTOCK	Power	88
89	KPHRF	Kirkwood Powerhouse	KPH RECIRCULATING FAN	Power	89
90	KPRORLY	Kirkwood Powerhouse	KPH PROTECTIVE RELAYS	Power	90
91	KSPARES	Kirkwood Powerhouse	ALL KIRKWOOD POWERHOUSE SPARES	Power	91
92	KPHAXWPV	Kirkwood Powerhouse	KPH AUX WHEEL PIT VENT	Power	92
93	KPHBYP SYS	Kirkwood Powerhouse	KPH GENERATOR BYPASS	Power	93
94	KPHWW	Kirkwood Powerhouse	KPH TSOV, SLIDE GATES AT TAILRACE, ETC	Power	94
95	K1ASCADA	Kirkwood Powerhouse	KPH UNIT 1 ANNUNCIATOR RTU	Power	95
96	K2ASCADA	Kirkwood Powerhouse	KPH UNIT 2 ANNUNCIATOR RTU	Power	96
97	KPH1SCADA	Kirkwood Powerhouse	KPH SCADA RTU	Power	97
98	VIBMONSYS	Kirkwood Powerhouse	ALL VIBRATION MONITORING SYSTEMS & EQUIPMENT	Power	98
99	KPHVMS	Kirkwood Powerhouse	KPH VIBRATION MONITORING SYSTEM	Power	99
100	KPHTRBMTR	Kirkwood Powerhouse	KPH TURBIDIMETER	Water	100
102	RAKERLANDS	Support Systems, Utilities and Other	RAKER ACT LANDS & US LAND APPLICATIONS	Joint	102
103	SJLANDS	Support Systems, Utilities and Other	SAN JOAQUIN COUNTY LANDS	Joint	103

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104	STANISLANDS	Support Systems, Utilities and Other	STANISLAUS COUNTY LANDS	Joint	104
105	TUOLUMNELAN	Support Systems, Utilities and Other	TUOLUMNE & MARIPOSA COUNTY LANDS	Joint	105
106	CC	Lower Cherry Creek Aqueduct	CHERRY CREEK EQUIPMENT AND BUILDING	Joint	106
107	CCAQ	Lower Cherry Creek Aqueduct	CHERRY CREEK AQUEDUCT	Joint	107
108	CCDDM	Lower Cherry Creek Aqueduct	CHERRY CREEK DIVERSION DAM	Joint	108
109	CHDIVTUN	Lower Cherry Creek Aqueduct	CHERRY DIVERSION TUNNEL	Joint	109
110	CVDIVCANAL	Lower Cherry Creek Aqueduct	CHERRY TO INTAKE DIVERSION CANAL	Joint	110
118	MLSSCADA	Moccasin Administrative Compound	MOCCASIN LIFT STATION RTU	Joint	118
119	MPHWS	Moccasin Administrative Compound	MOCCASIN WEATHER STATION	Joint	119
120	MWSSCADA	Moccasin Administrative Compound	MOCCASIN DOMESTIC WATER SYS RTU	Joint	120
121	EQP-HH	Moccasin Administrative Compound	NON-AUTOMOTIVE EQUIPMENT	Joint	121
122	ETESTEQUIP	Moccasin Administrative Compound	ELECTRONIC TEST EQUIPMENT	Joint	122
126	MCPARC	Moccasin Administrative Compound	MOCCASIN ARCHIVES / RECORDS OFFICE	Joint	126
127	MCPBH	Moccasin Administrative Compound	MOCCASIN BUNKHOUSE	Joint	127
128	MCPBLPRK	Moccasin Administrative Compound	MOCCASIN CAMP BALL PARK	Joint	128
129	MCPCARP	Moccasin Administrative Compound	MOCCASIN CARPENTER SHOP BUILDING	Joint	129
130	MCPCARPORT	Moccasin Administrative Compound	SHOP AREA CAR PORTS	Joint	130
131	MCPCH	Moccasin Administrative Compound	MOCCASIN CLUBHOUSE/ADMIN. BLDG.	Joint	131
132	MCPCH	Moccasin Administrative Compound	MOCCASIN CONSTRUCTION MANAGEMENT OFFICES, MOCCASIN	Joint	132
133	MCPCH	Moccasin Administrative Compound	COTTAGE 10	Joint	133
134	MCPCH	Moccasin Administrative Compound	CMB SURVEY ADMINISTRATIVE OFFICE	Joint	134
135	MCPCH	Moccasin Administrative Compound	ITS ADMINISTRATIVE OFFICE	Joint	135
136	MCPCH	Moccasin Administrative Compound	GUEST COTTAGE 15	Joint	136
137	MCPCH	Moccasin Administrative Compound	MOCCASIN FINANCE OFFICE	Joint	137
138	MCPCH	Moccasin Administrative Compound	TRAINING OFFICE	Joint	138
139	MCPCH	Moccasin Administrative Compound	EXERCISE BUILDING	Joint	139
140	MCPCH	Moccasin Administrative Compound	WATERSHED ADMINISTRATIVE OFFICE	Joint	140
141	MCPCH	Moccasin Administrative Compound	GUEST COTTAGE 41	Joint	141
142	MCPCH	Moccasin Administrative Compound	MCP CARDBOARD COMPACTOR	Joint	142
143	MCPCH	Moccasin Administrative Compound	MOCCASIN CAMP COTTAGES	Joint	143
144	MCPCH	Moccasin Administrative Compound	MOCCASIN CAMP ELECTRIC SHOP	Joint	144
145	MCPCH	Moccasin Administrative Compound	MOCCASIN ENGINEERING OFFICE	Joint	145
146	MCPCH	Moccasin Administrative Compound	MOCCASIN FIRE TRUCK GARAGE	Joint	146
147	MCPCH	Moccasin Administrative Compound	MOCCASIN FIELD OFFICE BUILDING	Joint	147
148	MCPCH	Moccasin Administrative Compound	MOCCASIN CAMP FUELING STATION	Joint	148
149	MCPCH	Moccasin Administrative Compound	MOCCASIN GARDENERS SHOP	Joint	149
150	MCPCH	Moccasin Administrative Compound	MOCCASIN GREENHOUSE	Joint	150
151	MCPCH	Moccasin Administrative Compound	MOCCASIN POWER LINE SHOP BUILDING	Power	151
152	MCPCH	Moccasin Administrative Compound	MOCCASIN MACHINE AND AUTO SHOP BLDG	Joint	152
153	MCPCH	Moccasin Administrative Compound	MOCCASIN EMERGENCY RESPONSE CENTER	Joint	153
154	MCPCH	Moccasin Administrative Compound	MOCCASIN MAINTENANCE FACILITY	Joint	154
156	MCPCH	Moccasin Administrative Compound	MOCC CAMP OLD MOCCASIN POWERHOUSE: Long term storage	Joint	156
157	MCPCH	Moccasin Administrative Compound	MOCCASIN CAMP PAINT SHOP	Joint	157
158	MCPCH	Moccasin Administrative Compound	PLANNING AND SCHEDULING BUILDING	Joint	158
159	MCPCH	Moccasin Administrative Compound	MOCCASIN PLUMBERS SHOP	Joint	159
160	MCPCH	Moccasin Administrative Compound	MOCCASIN CAMP SWIMMING POOL	Joint	160
161	MCPCH	Moccasin Administrative Compound	MOCCASIN RECREATIONAL FACILITY	Joint	161
162	MCPCH	Moccasin Administrative Compound	MOCCASIN SAWMILL FACILITY	Joint	162
163	MCPCH	Moccasin Administrative Compound	MOCCASIN SCADA TRAILER, MOCCASIN	Joint	163
164	MCPCH	Moccasin Administrative Compound	MOCCASIN SCHOOL BUILDING	Joint	164
165	MCPCH	Moccasin Administrative Compound	MOCCASIN CAMP SEWAGE LIFT STATION 1	Joint	165

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166	MCPSEWSYS	Moccasin Administrative Compound	MOCCASIN CAMP SEWAGE SYSTEM	Joint	166
167	MCPTECH	Moccasin Administrative Compound	MOCCASIN CAMP TECH SHOP	Joint	167
168	MCPTGSTMPFAC	Moccasin Administrative Compound	MOCCASIN TEMPORARY GUEST ACCOMMODATIONS	Joint	168
169	MCPTOOLRM	Moccasin Administrative Compound	MOCCASIN TOOL ROOM BUILDING	Joint	169
170	MCPUEB	Moccasin Administrative Compound	MOCCASIN Bldg 57	Joint	170
171	MCPWHSE	Moccasin Administrative Compound	MOCCASIN WAREHOUSE & SHOPS BLDG	Joint	171
173	MCPSL	Moccasin Administrative Compound	MOCCASIN CAMP STREET LIGHTS	Joint	173
174	MCPDWS	Moccasin Administrative Compound	MOCCASIN DOMESTIC WATER SYSTEM	Joint	174
175	MCPDWSBFP	Moccasin Administrative Compound	MOCCASIN DOMESTIC WATER SYSTEM BACK FLOW PREVENTER	Joint	175
176	ELECTDVCS	Moccasin Administrative Compound	SMALL ELECTRONIC DEVICES AND EQUIPMENT, MOCCASIN	Joint	176
177	MCPWQ2	Moccasin Administrative Compound	MCP WATER QUALITY BUILDING 2	Water	177
178	MCPWQLABS	Moccasin Administrative Compound	MCP WATER QUALITY LABS	Water	178
179	MPFLOSCADA	Moccasin Powerhouse	MPH PENSTOCK FLOW MTRING SCADA RTU	Power	179
180	MPH	Moccasin Powerhouse	MOCCASIN POWERHOUSE	Power	180
181	MPHAUXCMP	Moccasin Powerhouse	MPH AUX. AIR COMPRESSOR	Power	181
182	MPHCR	Moccasin Powerhouse	MPH MAIN CONTROL ROOM	Joint	182
183	MPHHWT	Moccasin Powerhouse	MOCCASIN POWERHOUSE HOT WATER TANK	Joint	183
184	MPHOILROOM	Moccasin Powerhouse	MPH OIL TREATMENT ROOM	Power	184
185	MPHSTOR	Moccasin Powerhouse	MOCCASIN PH STORAGE BUILDING	Power	185
186	M1	Moccasin Powerhouse	MOCCASIN UNIT #1	Power	186
187	M1PRORLY	Moccasin Powerhouse	MPH UNIT #1 PROTECTIVE RELAYS	Power	187
188	M2	Moccasin Powerhouse	MOCCASIN UNIT #2	Power	188
189	M2PRORLY	Moccasin Powerhouse	MPH UNIT #2 PROTECTIVE RELAYS	Power	189
190	MAX	Moccasin Powerhouse	MPH EXCITERS, GOVERNORS, TAIL RACE AND OTHER	Power	190
191	MAX52BT	Moccasin Powerhouse	52-BT BUS TIE CIRCUIT BREAKER LOCATION	Power	191
192	MAXBRK	Moccasin Powerhouse	MOCCASIN POWERHOUSE CIRCUIT BREAKERS	Power	192
193	MAXBRKSS1	Moccasin Powerhouse	52-SS1 STATION SERVICE CIRCUIT BREAKER LOCATION	Power	193
194	MAXBRKSS2	Moccasin Powerhouse	VILLAGE XFMR 52-SS2 STATION SERVICE LOCATION	Power	194
195	MBRK52S1	Moccasin Powerhouse	52-S1 CIRCUIT BREAKER LOCATION	Power	195
196	MBRK52S2	Moccasin Powerhouse	52-S2 CIRCUIT BREAKER LOCATION	Power	196
197	MPHBATTERY	Moccasin Powerhouse	MPH BATTERY SYSTEM	Power	197
198	MPHDELVAL	Moccasin Powerhouse	MPH DELUGE VALVE SYSTEM	Power	198
199	MPHMCB	Moccasin Powerhouse	MPH MAIN CONTROL BOARD	Power	199
200	MPHPEN	Moccasin Powerhouse	MOCCASIN POWERHOUSE PENSTOCK	Power	200
201	MPRORLY	Moccasin Powerhouse	MPH PROTECTIVE RELAYS	Power	201
202	MSPARES	Moccasin Powerhouse	ALL MPH SPARE EQUIPMENT	Power	202
203	MSY	Moccasin Powerhouse	MOCCASIN SWITCHYARD	Power	203
204	MSYLIGHTS	Moccasin Powerhouse	MSY MERCURY VAPOR LIGHTS	Power	204
205	PWRSCHEDE	Moccasin Powerhouse	MPH POWER SCHEDULING COMPUTERS	Power	205
206	MOCCPWTUS	Moccasin Powerhouse	MOCCASIN POWER TUNNEL SURGE SHAFT	Power	206
207	MPHBYPSYS1	Moccasin Powerhouse	MPH GENERATOR BYPASS #1	Power	207
208	MPHBYPSYS2	Moccasin Powerhouse	MPH GENERATOR BYPASS #2	Power	208
209	MPHWW	Moccasin Powerhouse	MPH TSOV, SLIDE GATES AT TAILRACE, ETC	Power	209
210	BNVMSCPU	Moccasin Powerhouse	BENTLY-NEVADA VIBRATION MONITORING SYS CENTRAL PRO	Power	210
211	MPHSCADA	Moccasin Powerhouse	MOCCASIN POWERHOUSE SCADA RTU	Power	211
212	PMBSCADA	Moccasin Powerhouse	PG&E MAIL BOX SCADA RTU	Power	212
213	MLHSCADA	Moccasin Administrative Compound	MOCCASIN LOW-HEAD PWR STA SCADA RTU	Power	213
214	MLHVMS	Moccasin Administrative Compound	MOCC. LOWHEAD VIBRATION MONITORING SYSTEM	Power	214
215	MPHVMS	Moccasin Administrative Compound	MPH VIBRATION MONITORING SYSTEM	Power	215
216	MLH	Moccasin Administrative Compound	MOCCASIN LOW HEAD POWER PLANT	Power	216
217	MLHPEN	Moccasin Administrative Compound	MOCCASIN LOWHEAD PENSTOCK	Power	217

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218	M3	Moccasin Administrative Compound	MOCCASIN LOWHEAD UNIT	Power	218
219	MLHBATTERY	Moccasin Administrative Compound	MOCCASIN LOW-HEAD BATTERY SYS	Power	219
220	MLHMCB	Moccasin Administrative Compound	MOCC LOWHEAD MAIN CONTROL BOARD	Power	220
221	MLHPRORLY	Moccasin Administrative Compound	MLH PROTECTIVE RELAYS	Power	221
222	MLHTS	Moccasin Administrative Compound	MOCCASIN LOW HEAD TELEPHONE SYSTEM	Power	222
223	MPHRESBYP	Moccasin Administrative Compound	MOCCASIN RESERVOIR BYPASS	Water	223
224	MLHPRGCTRL	Moccasin Administrative Compound	MLH PROGRAMABLE CONTROLLER	Power	224
225	MCPFHDWM	Moccasin Administrative Compound	DOMESTIC WATER METERS / HATCHERY	Joint	225
226	MCPBR	Moccasin Administrative Compound	MCP TIMBER BRIDGE / TRASH RACK	Water	226
227	MCPCANAL	Moccasin Administrative Compound	MOCCASIN CANAL	Water	227
228	MCPRES	Moccasin Administrative Compound	MOCCASIN CAMP RESERVOIR	Water	228
229	MOCCLDM	Moccasin Administrative Compound	MOCCASIN LOWER DAM, MOCCASIN	Water	229
230	MOCCUDM	Moccasin Administrative Compound	MOCCASIN CREEK UPPER DIVERSION DAM , MOCCASIN	Water	230
231	MG3SCADA	Moccasin Administrative Compound	MOCCASIN GATE NO. 3 RTU	NA	231
232	FTHTNLJACPU	Moccasin Administrative Compound	MOCCASIN RESERVOIR TURBIDITY SUPPLY JACK PUMP SITE	Water	232
233	KBP	Mountain Tunnel	KIRKWOOD/INTAKE BYPASS SYSTEM	Joint	233
234	MTNTNLDIV	Mountain Tunnel	MOUNTAIN TUNNEL AND ADITS	Joint	234
235	SF	Mountain Tunnel	SOUTH FORK EQUIPMENT & BUILDINGS	Joint	235
236	SFFUEL	Mountain Tunnel	SOUTH FORK FUELING STATION	Joint	236
237	SFOFF	Mountain Tunnel	SOUTH FORK OFFICE BUILDING	Joint	237
238	MT1-2AD	Mountain Tunnel	MTN TNL DIV 1-2 TUNNEL ACCESS	Joint	238
239	MT3-4AD	Mountain Tunnel	MTN TNL DIV 3-4 TUNNEL ACCESS	Joint	239
240	MT5-6AD	Mountain Tunnel	MTN TNL DIV 5-6 TUNNEL ACCESS	Joint	240
241	MT8-9AD	Mountain Tunnel	MTN TNL DIV 8-9 TUNNEL ACCESS	Joint	241
242	MTBIGCRSH	Mountain Tunnel	MTN TNL DIV BIG CREEK SHAFT,	Joint	242
243	MTDSFC	Mountain Tunnel	SOUTH FORK CROSSING	Joint	243
244	MTEIAD	Mountain Tunnel	MTN TNL DIV ACCESS AT EARLY INTAKE	Joint	244
TBD		Mountain Tunnel	Flow Control Facility	Joint	TBD
245	MTPROUT	Mountain Tunnel	Mountain Tunnel Priest Outlet	Joint	245
246	MTSECGROT	Mountain Tunnel	MTN TNL DIV SECOND GARROTE SHAFT,	Joint	246
247	SFDWS	Mountain Tunnel	SOUTH FORK DOMESTIC WATER SYSTEM	Joint	247
248	OSHSCADA	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM RTU	Joint	248
249	OSHS	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY STREAM GAUGE	Joint	249
250	OSHWSTN	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WEATHER STATION	Joint	250
251	OSH	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM AND AREA BLDGS.	Joint	251
252	OSHCT	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY COTTAGES	Joint	252
253	OSHEL	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY CAMP ELECTRICAL	Joint	253
254	OSHEQP	O'Shaughnessy Dam and Reservoir/Compou	ALL OSHAUGHNESSY EQUIPMENT	Joint	254
255	OSHDIVTNL	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DIVERSION TUNNEL	Joint	255
256	OSHDM	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM	Joint	256
257	OSHDMWELLAU	O'Shaughnessy Dam and Reservoir/Compou	OSH DOMESTIC WELL AUXILIARY BUILDING	Joint	257
258	OSHDWS	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM DOMESTIC WTR SYS	Joint	258
259	OSHDWSBFP	O'Shaughnessy Dam and Reservoir/Compou	OSH DOMESTIC WATER BACK FLOW PREVENTERS, OSH	Joint	259
260	OSHDWW	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DOMESTIC WATER WELL SYSTEM, OSH	Joint	260
261	OSHFUEL	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY FUELING STATION	Joint	261
262	OSHG1	O'Shaughnessy Dam and Reservoir/Compou	OSH DAM GALLERY #1	Joint	262
263	OSHG2	O'Shaughnessy Dam and Reservoir/Compou	OSH DAM GALLERY #2	Joint	263
264	OSHGARS	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY GARAGE #5	Joint	264
265	OSHGARS7	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY GARAGE #7	Joint	265
266	OSHRCKSCRN	O'Shaughnessy Dam and Reservoir/Compou	ROCK SCREENING PLANT	NA	266
267	OSHSEWSYS	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY SEWAGE SYSTEM	Joint	267

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268	OSHSTORE3	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY STORE HOUSE 3	Joint	268
269	OSHSTORE6A	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY STORE HOUSE 6-A	Joint	269
270	OSHWDSHD3A	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WOODSHED 3-A	Joint	270
271	OSHWH12	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WAREHOUSE #12	Joint	271
272	OSHWLHSE	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WELL HOUSE	Joint	272
273	OSHWTRSHED	O'Shaughnessy Dam and Reservoir/Compou	HETCH HETCHY RESERVOIR WATERSHED water quality activities	NA	273
274	OWQSCADA	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WATER QUALITY RTU	Water	274
275	OLDOKAYD	Facilities West of Moccasin Gate Tower	120/240V-OLD OAKDALE YARD LINE	Joint	275
276	OAKCT	Facilities West of Moccasin Gate Tower	OAKDALE EMPLOYEE COTTAGE	Joint	276
277	OAKDALE	Facilities West of Moccasin Gate Tower	OLD OAKDALE YARD	Joint	277
278	OAKGAR	Facilities West of Moccasin Gate Tower	OAKDALE GARAGE	Joint	278
279	OAKLINE	Facilities West of Moccasin Gate Tower	OAKDALE LINE SHOP BUILDING	Joint	279
280	OAKOFFICE	Facilities West of Moccasin Gate Tower	OAKDALE OFFICE BUILDING	Joint	280
281	OAKWHSE	Facilities West of Moccasin Gate Tower	OAKDALE WAREHOUSE BUILDING	Joint	281
282	CPL	Support Systems, Utilities and Other	2.4KV-CANYON PORTAL LINE	Joint	282
283	CRL	Support Systems, Utilities and Other	22.9KV-CHERRY RIDGE LINE	Joint	283
284	CRLC	Support Systems, Utilities and Other	22.9KV-CHERRY COMP TO RISER ACROSS DAM LINE	Joint	284
285	CRLCH	Support Systems, Utilities and Other	22.9KV-CHERRY COMPOUND LINE	Joint	285
286	HL	Support Systems, Utilities and Other	22.9KV-HOLM LINE	Joint	286
287	ICL	Support Systems, Utilities and Other	22.9KV-INTAKE CAMP LINE	Joint	287
288	INTCMP	Support Systems, Utilities and Other	(OLD) INTAKE CAMP LINE	NA	288
289	INT-OSH	Support Systems, Utilities and Other	22.9KV-INTAKE TO OSH LINE	Joint	289
290	IRL	Support Systems, Utilities and Other	22.9KV-INTAKE RADIO SITE LINE	Joint	290
291	KRT	Support Systems, Utilities and Other	(OLD) KPH TO RIDGE LINE TIE LINE	NA	291
292	MATA	Support Systems, Utilities and Other	MATHER "A" LINE	Power	292
293	MATB	Support Systems, Utilities and Other	2.4KV-MATHER "B" LINE	Power	293
294	MCPA	Support Systems, Utilities and Other	2.4KV-MOCCASIN CAMP "A" LINE	Joint	294
295	MCPB	Support Systems, Utilities and Other	2.4KV-MOCCASIN CAMP "B" LINE	Joint	295
296	MPL	Support Systems, Utilities and Other	2.4KV-MOCCASIN PEAK LINE	Joint	296
297	OAKPORT	Support Systems, Utilities and Other	120/240V-OAKDALE PORTAL LINE	Water	297
298	POLES	Support Systems, Utilities and Other	DISTRIBUTION POLE LINES	Joint	298
299	PRL	Support Systems, Utilities and Other	2.4KV-PRIEST RESERVOIR LINE	Joint	299
300	PRLN	Support Systems, Utilities and Other	PRIEST RESERVOIR COMM/SIGNAL LINE	Joint	300
301	RLT	Support Systems, Utilities and Other	(OLD) RIDGE LINE TIE LINE	NA	301
302	RRLINE	Support Systems, Utilities and Other	120/240V-ROCK RIVER LINE	Water	302
303	SJVHLN	Support Systems, Utilities and Other	120/240V-SAN JOAQUIN VALVE HOUSE LINE	Water	303
304	MAXBRKVT1	Support Systems, Utilities and Other	VILLAGE XFMR 1, CIRCUIT BREAKER, MPH1 LOCATION	Joint	304
305	MAXBRKVT2	Support Systems, Utilities and Other	VILLAGE XFMR 2 CIRCUIT BREAKER LOCATION	Joint	305
306	TESLP	Support Systems, Utilities and Other	12KV-TESLA PORTAL LINE	Water	306
307	INTHSFPWLACV	Support Systems, Utilities and Other	TOP INTAKE HILL/ SOUTH FORK RIVER TOWER LINE ROADS	Joint	307
308	ISYL	Support Systems, Utilities and Other	22.9KV-INTAKE SWITCHYARD LINE	Power	308
309	ISOILFLT	Support Systems, Utilities and Other	TRAILER MOUNTED OIL FILTER	Power	309
310	ISYPLCCOMM	Support Systems, Utilities and Other	ISY POWER LINE CARRIER EQUIP	Power	310
312	ISY	Support Systems, Utilities and Other	INTAKE SWITCHYARD	Power	312
313	ISYB	Support Systems, Utilities and Other	ISY BOGUE UNIT	Power	313
314	ISYBUSTIE	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. BUS TIE	Power	314
315	ISYCRB	Support Systems, Utilities and Other	INTAKE SWITCHYARD CONTROL ROOM/BUILDING	Power	315
316	ISYLIGHTS	Support Systems, Utilities and Other	SWITCHYARD LIGHTS	Power	316
317	ISYLINE1	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 1	Power	317
318	ISYLINE10	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 10	Power	318
319	ISYLINE11	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 11	Power	319

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320	ISYLINE2	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 2	Power	320
321	ISYLINE2.4	Support Systems, Utilities and Other	INTAKE CAMP LINE 2.4KV	Power	321
322	ISYLINE5	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 5	Power	322
323	ISYLINE6	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 6	Power	323
324	ISYLINE9	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 9	Power	324
325	ISYPRORLY	Support Systems, Utilities and Other	ISY PROTECTIVE RELAYS	Power	325
326	LINE11TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINE 11	Power	326
327	LINE1-2TWR	Support Systems, Utilities and Other	TOWERS FOR TRANSMISSION LINES 1 & 2	Power	327
328	LINE3-4TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 3 & 4	Power	328
329	LINE5-6TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 5 & 6	Power	329
330	LINE7-8TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 7 & 8	Power	330
331	LINE910TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 9 & 10	Power	331
333	MSYLINE3	Support Systems, Utilities and Other	MSY H.V. LINE 3	Power	333
334	MSYLINE4	Support Systems, Utilities and Other	MSY H.V. LINE 4	Power	334
335	MSYLINE5	Support Systems, Utilities and Other	MSY H.V. LINE 5	Power	335
336	MSYLINE6	Support Systems, Utilities and Other	MSY H.V. LINE 6	Power	336
337	122OSS	Support Systems, Utilities and Other	OAKDALE SUBSTATION (TID)	Power	337
338	CSPRORLY	Support Systems, Utilities and Other	CALAVERUS SUBSTATION PROTECTIVE RELAYS	Power	338
339	CSSPARES	Support Systems, Utilities and Other	ALL CAL SUB SPARE EQUIPMENT	Power	339
340	MID_TID_SUBS	Support Systems, Utilities and Other	NON HETCH HETCHY SUBSTATIONS	Power	340
341	ROP	Support Systems, Utilities and Other	ROP SWITCH ROOM	Power	341
342	STSUB	Support Systems, Utilities and Other	STANDIFORD SUBSTATION, MODESTO	Power	342
343	DAVISSUB	This row not included by SFPUC	DAVIS SUB STATION	NA	343
344	WDCALSUB	Support Systems, Utilities and Other	CALAVERAS SUBSTATION	Power	344
345	ISYSCADA	Support Systems, Utilities and Other	INTAKE SWITCHYARD SCADA RTU	Power	345
346	CALSCADA	Support Systems, Utilities and Other	CALAVERAS SUB SCADA RTU	Power	346
347	ROPREVMTR	Support Systems, Utilities and Other	JEM TWO ELEMENT METER	Power	347
348	ROPREVREC	Support Systems, Utilities and Other	ROP REVNUC METERING RECORDER	Power	348
349	TISSCAD	Support Systems, Utilities and Other	TREASURE ISLAND SCADA RTU	Power	349
350	REVMETERS	Support Systems, Utilities and Other	PROJECT BILLABLE REVENUE METERS	Power	350
351	PRSTSCADA	Priest Regulating Dam and Reservoir	PRIEST RESERVOIR SCADA RTU	Power	351
352	WPVSCADA	Priest Regulating Dam and Reservoir	WEST PORTAL VALVEHOUSE RTU	Power	352
353	PRBYPASS	Priest Regulating Dam and Reservoir	PRIEST BYPASS SYSTEM FROM MTN TUNNEL TO GATE TOWER	Joint	353
354	PRCANAL	Priest Regulating Dam and Reservoir	PRIEST CANAL	Power	354
355	AUXBUIER	Priest Regulating Dam and Reservoir	PRIEST RES. AUXILIARY BUILDING ELECTRICAL ROOM	Joint	355
356	AUXBUIGR	Priest Regulating Dam and Reservoir	PRIEST RES. AUXILIARY BUILDING GENERATOR ROOM	Joint	356
357	AUXBUIMR	Priest Regulating Dam and Reservoir	PRIEST RES. AUXILIARY BUILDING MECHANICAL ROOM	Joint	357
358	PRGTTWRMN	Priest Regulating Dam and Reservoir	PRIEST GATE TOWER MAIN , PRIEST	Power	358
360	PRMCPWLCRDCV	Support Systems, Utilities and Other	PRIEST TO MOCCASIN POWER LINE ROADS	Power	360
361	PRSRES	Priest Regulating Dam and Reservoir	PRIEST RESERVOIR	Power	361
362	WESTPORTAL	Priest Regulating Dam and Reservoir	WEST PORTAL EQUIPMENT	Power	362
363	MOCCPWTUN	Priest Regulating Dam and Reservoir	MOCCASIN POWER TUNNEL	Power	363
364	PRIESTCOTT	Priest Regulating Dam and Reservoir	PRIEST COTTAGE	Joint	364
365	PRIESTDM	Priest Regulating Dam and Reservoir	PRIEST DAM	Power	365
366	PRWT1	Priest Regulating Dam and Reservoir	PRIEST DOMESTIC WATER TANK	Joint	366
367	MCPSTORE		MOCCASIN GENERAL STORE BLDG		367
368	KPHASS		KIRKWOOD P.H. AUTO SPRINKLER SYSTEM		368
369	ELSURVCAB		ELEANOR MIGUEL MEADOW SURVEY CABIN		369
370	GRP		(OLD) GRANITE PORTAL LINE		370
371	JONESPOINT		JONES POINT MICROWAVE COMMUNICATION SITE		371
372	JPCSBATA		JONES POINT BATTERY BANK *A* (3 12 VOLT GELL CELL		372

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373	JPCSBATB		JONES POINT BATTERY BANK *B* (3 12 VOLT GELL CELL		373
374	JPCSBLDG		JONES POINT COMM SITE EQUIP BUILDING		374
375	JPDISH1		JONES PIONT ANTENNA DISH PATH 1 TO DUCKWALL REPEAT		375
376	JPDISH2		JONES PIONT ANTENNA DISH PATH 2 TO INTAKE SWITCHYA		376
377	JPPVCTRLA		JONES POINT PHOTOVOLTAIC CHARGER CONTROL BATTERY B		377
378	JPPVCTRLB		JONES POINT PHOTOVOLTAIC CHARGER CONTROL BATTERY B		378
379	JPSOLPNLA		JONES POINT SOLAR PANNELS *A*		379
380	JPSOLPNLB		JONES POINT SOLAR PANNELS *B*		380
381	JPTOWER		JONES PIONT TOWER STRUCTURE		381
382	JPTXALARM		JONES POINT REPEATER TRANSMIT ALARM UNIT		382
383	MCPTV		MOCCASIN CABLE TELEVISION SYS		383
384	OAKLAND		OAKLAND EQUIPMENT AND BUILDINGS		384
385	BMIS		MAINFRAME COMPUTER IN S.F.		385
386	HH RRAS		ASSETS THAT ARE RETIRED OR NO LONGER IN SERVICE		386
387	SANFRAN		SAN FRANCISCO EQUIPMENT & BUILDINGS		387
388	VALDIV		VALLEY DIVISION EQUIPMENT		388
389	1155MKT		1155 MARKET STREET		389
390	COLLEGE		SF CITY COLLEGE		390
391	MOSCONE		MOSCONE CENTER		391
392	TESCT		TESLA COTTAGE		392
393	TESGAR		TESLA GARAGE		393
394	TESLAFUEL		TESLA PORTAL FUELING STATION		394
395	MOCCPENSRCV	Support Systems, Utilities and Other	MOCCASIN CAMP PENSTOCK SOUTH SIDE ROAD CULVERT	Joint	395
396	PRIESTAUXBUI	Support Systems, Utilities and Other	PRIEST RES. AUXILIARY BUILDING, CONTROL ROOM, SUBS	Joint	396
397	PRIESTDIRDCV	Support Systems, Utilities and Other	PRIEST DIRT ROADS PRIEST CULVERT	Joint	397
398	PRIESTDIRTRD	Support Systems, Utilities and Other	PRIEST AREA DIRT ROADS, PRIEST	Joint	398
399	PRIESTPARDCV	Support Systems, Utilities and Other	PRIEST AREA PAVED ROADS, PRIEST CULVERT	Joint	399
400	PRIESTPAVERD	Support Systems, Utilities and Other	PRIEST AREA PAVED ROADS, PRIEST	Joint	400
401	PRIESTRDS	Support Systems, Utilities and Other	PRIEST AREA ROADS, PRIEST	Joint	401
402	OSHBR	Support Systems, Utilities and Other	OSHAUGHNESSY TIMBER BRIDGE	Joint	402
403	OSHROADS	Support Systems, Utilities and Other	OSH AREA ROADS	Joint	403
404	CSTRGTNACRCV	Support Systems, Utilities and Other	PIPELINE TUNNEL RD. - CULVERTS	Joint	404
405	CSTRGTNLACCR	Support Systems, Utilities and Other	PIPELINE TUNNEL RD. - BIRD RD TO ALAMEDA EAST	Joint	405
406	DRDTOEEMRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - DIRT ACC. RD TO 2 TOWERS	Joint	406
407	EMRYRDACCRD	Support Systems, Utilities and Other	PIPELINE & PWRLINE ACCESS RD (EMERY RD - BIRD RD)	Joint	407
408	EMRYRDACRDCV	Support Systems, Utilities and Other	PIPELINE & PWRLINE ACCESS RD CULVERTS	Joint	408
409	FRHYPWLACCRD	Support Systems, Utilities and Other	FERRETTI ROAD TO HWY 120 TOWER LINE ROADS	Joint	409
410	FRHYPWLACRCV	Support Systems, Utilities and Other	FERRETTI ROAD TO HWY 120 TOWER LINE ROADS	Joint	410
411	FTDMPRACC	Support Systems, Utilities and Other	MARSHES FLAT TO MOCCASIN PEAK RADIO SITE ROAD ,	Joint	411
412	FTDMPRACCCV	Support Systems, Utilities and Other	MARSHES FLAT TO MOCCASIN PEAK RADIO SITE ROAD ,	Joint	412
413	HYMRPWLACCR	Support Systems, Utilities and Other	HWY 120 TO MERRELL ROAD TOWER LINE ROADS	Joint	413
414	ICPCHEL	Support Systems, Utilities and Other	CHERRY OIL TO ELEANOR ROAD, INTAKE /ELEANOR	Joint	414
415	ICPCHELVCV	Support Systems, Utilities and Other	CHERRY OIL TO ELEANOR ROAD CULVERT	Joint	415
416	ICPCHERRY	Support Systems, Utilities and Other	ROAD FROM INTAKE TO CHERRY VALLEY, EARLY INTAKE	Joint	416
417	ICPCHERRYCV	Support Systems, Utilities and Other	ROAD FROM INTAKE TO CHERRY VALLEY, EARLY INTAKE CULV	Joint	417
418	ICPHILLRD	Support Systems, Utilities and Other	ROAD-INTAKE HILL FROM RED HILLS TO INTAKE	Joint	418
419	ICPHILLRDCV	Support Systems, Utilities and Other	ROAD INTAKE HILLFROM RED HILLS TO INTAKE, CULVERTS	Joint	419
420	ICPHPHRD	Support Systems, Utilities and Other	CHERRY OIL TO HPH ROAD,INTAKE/HPH ROAD	Power	420
421	ICPHPHRDCV	Support Systems, Utilities and Other	CHERRY OIL ROADTO HPH ROAD,INTAKE/HPH ROAD CULVERT	Power	421
422	ICPMATHER	Support Systems, Utilities and Other	ROAD FROM TOP OF INTAKE HILL TO CAMP MATHER	Joint	422
423	ICPREDHILL	Support Systems, Utilities and Other	ROADWAY-HWY120 TO INTAKE HILL EARLY INTAKE	Joint	423

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424	ICPREDHILLCV	Support Systems, Utilities and Other	ROADWAY-HWY120 TO INTAKE HILL EARLY INTAKE	Joint	424
425	ICPROADS	Support Systems, Utilities and Other	INTAKE/CHERRY/MATHER/ELEANOR AREA ROADS	Joint	425
426	J59RRRPLACRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - RD J59 TO ROCK RIVER ROAD	Joint	426
428	MCDIRTRDSCV	Support Systems, Utilities and Other	MOCCASIN DIRT ROADS CULVERTS	Joint	428
429	MCPAVERDS	Support Systems, Utilities and Other	MOCCASIN AREA PAVED ROADS	Joint	429
430	MCPAVERDSCV	Support Systems, Utilities and Other	MOCCASIN AREA PAVED ROADS CULVERTS	Joint	430
431	MCPROADS	Support Systems, Utilities and Other	MOCCASIN AREA ROADS	Joint	431
433	MCPRRGCV	Support Systems, Utilities and Other	MOCCASIN TO PRIEST RAILROAD GRADE , MOCCASIN	Joint	433
434	MOCCPENSTSRD	Support Systems, Utilities and Other	MOCCASIN AREA ROADS PENSTOCK SOUTH SIDE MCP	Joint?	434
435	MOCTOMARSFL	Support Systems, Utilities and Other	MOCCASIN TO MARSH FLAT TOWER 239S TOWER LINE	Joint	435
436	MRPCPWLACCRD	Support Systems, Utilities and Other	MERRELL ROAD TO PRIEST TOWER LINE ROADS	Joint	436
437	MRPCPWLACRCV	Support Systems, Utilities and Other	MERRELL ROAD TO PRIEST TOWER LINE ROADS	Joint	437
438	MSJPWLACCRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - BIRD RD TO MISSION SAN JOSE	Joint	438
439	MT5-6ACRO	Support Systems, Utilities and Other	MOUNTAIN TUNNEL ACCESS ROAD TO 5-6 ADIT	Joint	439
440	MT5-6ACROCV	Support Systems, Utilities and Other	MOUNTAIN TUNNEL ACCESS ROAD TO 5-6 ADIT CULVERT	Joint	440
441	RMBWPLACCRD	Support Systems, Utilities and Other	PIPELINE ACCESS RD - RMB TO EMERY RD	Joint	441
442	RMBWPLACRDC	Support Systems, Utilities and Other	PIPELINE ACCESS CULVERT RD - RMB TO EMERY RD	Joint	442
443	RMBWPWLACCR	Support Systems, Utilities and Other	POWER LINE ACCESS RD - RMB TO J59	Joint	443
444	RRRLIMPTWLRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - ROCK RIVER ROAD LIME PIT	Joint	444
446	SFRFRPWLACV	Support Systems, Utilities and Other	SOUTH FORK RIVER TO FERRETTI ROAD TOWER LINE ROADS	Joint	446
447	WESTPORTALRD	Support Systems, Utilities and Other	WEST PORTAL AREA ROADS	Joint	447
448	WILRDTODACRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - WILMS ROAD TO DIRT ACC. RD	Joint	448
449	WPPAVERDSCV	Support Systems, Utilities and Other	WEST PORTAL AREA PAVED ROADS CULVERT	Joint	449
450	INTHSFPWLACC	Support Systems, Utilities and Other	TOP INTAKE HILL/ SOUTH FORK RIVER TOWER LINE ROADS	Joint	450
451	MARSFLDONPCV	Support Systems, Utilities and Other	MARSH FLAT TO DON PEDRO TOWER 243S TO TOWER 258S	Joint	451
452	MARSFLTODONP	Support Systems, Utilities and Other	MARSH FLAT TO DON PEDRO TOWER 243S TO TOWER 258S	Joint	452
453	MOCMARSFLCCV	Support Systems, Utilities and Other	MOCCASIN TO MARSH FLAT TOWER 239S TOWER LINE	Joint	453
454	MOCMARSFLCV	Support Systems, Utilities and Other	MOCCASIN TO MARSH FLAT TOWER 239S TOWER LINE	Joint	454
455	PRMCPWLACCRD	Support Systems, Utilities and Other	PRIEST TO MOCCASIN TOWER LINE ROADS	Joint	455
456	VDPLACCRD	Support Systems, Utilities and Other	ALL PIPELINE ACCESS ROADS	Joint	456
457	ICPMATHERCV	Support Systems, Utilities and Other	ROAD FROM TOP OF INTAKE HILL TO CAMP MATHER CULVER	Joint	457
458	V-HH-EQP	Support Systems, Utilities and Other	HEAVY EQUIPMENT	Joint	458
459	DWTXALARM	Support Systems, Utilities and Other	DUCKWALL REPEATER TRANSMIT ALARM UNIT	Joint	459
460	MPRRALMRX	Support Systems, Utilities and Other	MPR REPEATER ALARM RECEIVER	Joint	460
461	MPRSCADA	Support Systems, Utilities and Other	MOCCASIN PEAK RADIO SITE RTU	Joint	461
462	SCADA	Support Systems, Utilities and Other	HHWP SCADA SYSTEM	Joint	462
463	SCADAMSTER	Support Systems, Utilities and Other	NEW L&G 6800 SCADA MASTER	NA	463
464	SCADAMSTR	Support Systems, Utilities and Other	SCADA MASTER STATION A & B	NA	464
465	SCADAMSTR-TG	Support Systems, Utilities and Other	SCADA MASTER, NEW TG8000-EMS SCADA	NA	465
466	HHMOCCNET	Support Systems, Utilities and Other	PROJECT NOVELL 386 NETWORK	NA	466
467	BLKNGCARR	Support Systems, Utilities and Other	BLOCKING CARRIER SYSTEMS	Power	467
468	BORCS	Support Systems, Utilities and Other	BURNOUT RIDGE COMMUNICATION SITE	Joint	468
469	BORMICROWAV	Support Systems, Utilities and Other	BURN OUT RIDGE MICROWAVE COMMUNICATION SITE	Joint	469
470	COMM	Support Systems, Utilities and Other	HHWP COMMUNICATION SYSTEMS	Joint	470
471	COMPTREQP	Support Systems, Utilities and Other	COMPUTER EQUIP, ELECTRONIC DEVICES & SECURITY KEYS	Joint	471
472	CTSMICROWAVE	Support Systems, Utilities and Other	CHERRY MICROWAVE COMMUNICATION SITE	Joint	472
473	CVCS	Support Systems, Utilities and Other	CHERRY VALLEY COMMUNICATION SITE	Joint	473
474	DATACOMM	Support Systems, Utilities and Other	DATA COMMUNICATION SYSTEMS	Joint	474
475	DUCKWALL	Support Systems, Utilities and Other	DUCKWALL MICROWAVE COMMUNICATION SITE	Joint	475
476	DWCSBATA	Support Systems, Utilities and Other	COMM SITE BATTERY BANK *A* (5-12 VOLT GELL CELL BA	Joint	476
477	DWCSBATB	Support Systems, Utilities and Other	COMM SITE BATTERY BANK *B* (5-12 VOLT GELL CELL BA	Joint	477

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478	DWCSBLDG	Support Systems, Utilities and Other	DUCKWALL COMM SITE EQUIP BUILDING	Joint	478
479	DWDISH1	Support Systems, Utilities and Other	DUCKWALL ANTENNA DISH PATH 1 TO JONES POINT REPEAT	Joint	479
480	DWDISH2	Support Systems, Utilities and Other	DUCKWALL ANTENNA DISH PATH 2 TO MOCCASIN PEAK REPE	Joint	480
481	DWPVCTRLA	Support Systems, Utilities and Other	DUCKWALL PHOTOVOLTAIC CHARGER CONTROL BATTERY BANK	Joint	481
482	DWPVCTRLB	Support Systems, Utilities and Other	DUCKWALL PHOTOVOLTAIC CHARGER CONTROL BATTERY BANK	Joint	482
483	DWSOLPNLA	Support Systems, Utilities and Other	DUCKWALL SOLAR PANNELS *A*	Joint	483
484	DWSOLPNLB	Support Systems, Utilities and Other	DUCKWALL SOLAR PANNEL*B*	Joint	484
485	DWTOWER	Support Systems, Utilities and Other	DUCKWALL TOWER STRUCTURE	Joint	485
486	ICPRAD	Support Systems, Utilities and Other	ICP RADIO BUILDING	Joint	486
487	ICPRADIOSITE	Support Systems, Utilities and Other	EARLY INTAKE RADIO SITE	Joint	487
488	IRSMICROWAVE	Support Systems, Utilities and Other	INTAKE MICROWAVE COMMUNICATION SITE	Joint	488
489	MCPMICROWAV	Support Systems, Utilities and Other	MOCCASIN CAMP MICROWAVE COMMUNICATION SITE BUILDING	Joint	489
490	MCPRADST	Support Systems, Utilities and Other	OLD MOCCASIN RADIO STATION BLDG	NA	490
491	MICROCOMM	Support Systems, Utilities and Other	MICROWAVE COMMUNICATION SYSTEMS	Joint	491
492	MPR	Support Systems, Utilities and Other	MOCCASIN PK. RADIO SITE	Joint	492
493	MPRBLDG	Support Systems, Utilities and Other	MOCCASIN PK. RADIO SITE BUILDING	Joint	493
494	MPRFRBBA	Support Systems, Utilities and Other	MPR FLOTROL RECTIFIER BATT BANK A	Joint	494
495	MPRFRBBB	Support Systems, Utilities and Other	MPR FLOTROL RECTIFIER BATT BANK B	Joint	495
496	MPRGEN	Support Systems, Utilities and Other	MOCCASIN PEAK RADIO SITE STAND-BY GENERATOR / LP	Joint	496
497	MPRGENCU	Support Systems, Utilities and Other	MPR STNBY GENERATOR CTRL UNIT	Joint	497
498	MPRHAL	Support Systems, Utilities and Other	MOCC PEAK RADIO BUILDING HALON SYS	Joint	498
499	OPTICCOMM	Support Systems, Utilities and Other	OPTICAL FIBER COMMUNICATION SYSTEMS	Joint	499
500	PPPCS	Support Systems, Utilities and Other	POOPENAUT PASS COMMUNICATION SITE	Joint	500
501	PPPMICROWAVE	Support Systems, Utilities and Other	POOPANAUNT PASS MICROWAVE COMMUNICATION SITE	Joint	501
502	RADIOCOMM	Support Systems, Utilities and Other	RADIO COMMUNICATION SYSTEMS	Joint	502
503	TELCOMM	Support Systems, Utilities and Other	TELEPHONE COMMUNICATION SYSTEMS	Joint	503
504	TRANFTRIP	Support Systems, Utilities and Other	TRANSFER TRIP SYSTEMS	Power	504
505	WESTPORTCS	Support Systems, Utilities and Other	WEST PORTAL COMMUNICATION SITE	Joint	505
506	PWRLNCARR	Support Systems, Utilities and Other	POWER LINE CARRIER SYSTEMS	Power	506
507	HHKEYS	Support Systems, Utilities and Other	HETCH HETCHY SECURITY KEYS, MOCCASIN	Joint	507
508	WSBSCADA	Facilities West of Moccasin Gate Tower	WARNERVILLE SHOP BLDG RTU	Joint	508
509	WSYSCADA	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD SCADA RTU	Joint	509
510	WSYCRB	Facilities West of Moccasin Gate Tower	WSY CONTROL ROOM/BUILDING, WSY	Power	510
511	WSYCT	Facilities West of Moccasin Gate Tower	WARNERVILLE COTTAGES	Joint	511
512	WSYDWS	Facilities West of Moccasin Gate Tower	WARNERVILLE DOMESTIC WATER SYSTEM , WARNERVILLE	Joint	512
513	WSYFUEL	Facilities West of Moccasin Gate Tower	WARNERVILLE FUELING STATION	Joint	513
514	WSYSHPS	Facilities West of Moccasin Gate Tower	WARNERVILLE SHOPS/OFFICE BUILDING	Joint	514
515	WSY	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD/SUBSTATION	Power	515
516	WSY115KVT1	Facilities West of Moccasin Gate Tower	115KV NUMBER 1 TRANSFORMER BUS	Power	516
517	WSY115KVT2	Facilities West of Moccasin Gate Tower	115KV NUMBER 2 TRANSFORMER BUS	Power	517
518	WSY115KVT3	Facilities West of Moccasin Gate Tower	115KV NUMBER 3 TRANSFORMER BUS	Power	518
519	WSYBUSTIE	Facilities West of Moccasin Gate Tower	WARNERVILLE SW YARD BUS TIE 230KV	Power	519
520	WSYDELG	Facilities West of Moccasin Gate Tower	WARNERVILLE SUB DELUGE SYSTEM	Power	520
521	WSYLINE5	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD H.V. LINE 5	Power	521
522	WSYLINE6	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD H.V. LINE 6	Power	522
523	WSYLINE7	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD 115KV LINE 7	Power	523
524	WSYLINE8	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD 115KV LINE 8	Power	524
525	WSYPGEL2BG	Facilities West of Moccasin Gate Tower	WSY PGE LINE 2 BELLOTA GREGG	Power	525
526	WSYPRORLY	Facilities West of Moccasin Gate Tower	WSY PROTECTIVE RELAYS	Power	526
527	WSYSUMP	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCH YARD SUMP PUMP	Power	527
528	WSYTB1	Facilities West of Moccasin Gate Tower	230KV NUMBER 1 TRANSFORMER BUS	Power	528

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
529	WSYTB2&3	Facilities West of Moccasin Gate Tower	230KV BUS FOR NUMBER 2&3 XFMR	Power	529
530	WSYDWBFP	Facilities West of Moccasin Gate Tower	WARNERVILLE BACK FLOW PREVENTERS, WSY	Joint	530
531	OPVSCADA	Facilities West of Moccasin Gate Tower	OAKDALE PORTAL VALVEHOUSE RTU	Water	531
532	ARVHSCADA	Facilities West of Moccasin Gate Tower	ALBERS RD VALVE HOUSE SCADA RTU	Water	532
533	101PJ4VH	Facilities West of Moccasin Gate Tower	SJPL3 and SJPL4 JUNCTION VALVEHOUSE	Water	533
534	ALBERVH	Facilities West of Moccasin Gate Tower	ALBERS RD VALVE HOUSE	Water	534
535	ALMPORTAL	Facilities West of Moccasin Gate Tower	ALAMEDA EAST PORTAL	Water	535
536	AVH	Facilities West of Moccasin Gate Tower	ALAMEDA VALVE HOUSE #2	Water	536
537	CASHCRVH	Facilities West of Moccasin Gate Tower	CASHMAN CREEK VALVE HOUSE	Water	537
538	CSTRNGTNL	Facilities West of Moccasin Gate Tower	COAST RANGE TUNNEL / TESLA - SUNOL	Water	538
539	EMERYCOAUX	Facilities West of Moccasin Gate Tower	EMERY ROAD CROSSOVER AUX CONTROL BUILDING	Water	539
540	EMERYCOVH	Facilities West of Moccasin Gate Tower	EMERY ROAD CROSSOVER VALVE HOUSE	Water	540
541	FTDBRNAD	Facilities West of Moccasin Gate Tower	FOOTHILL TNL BROWNS TUNNEL ACCESS	Water	541
542	FTDRMBE	Facilities West of Moccasin Gate Tower	FOOTHILL TUNNEL RED MNTN BAR EAST	Water	542
543	FTDRMBSPH	Facilities West of Moccasin Gate Tower	RED MNTN BAR SIPHON , RED MOUNTAIN BAR	Water	543
544	FTDRMBSS	Facilities West of Moccasin Gate Tower	RED MNTN BAR EAST SURGE SHAFT , RED MOUNTAIN BAR	Water	544
545	FTHTNLDIV	Facilities West of Moccasin Gate Tower	FOOTHILL TUNNEL DIVISION	Water	545
546	OAKPORTAL	Facilities West of Moccasin Gate Tower	OAKDALE PORTAL VALVE HOUSES	Water	546
547	PELICANCOVH	Facilities West of Moccasin Gate Tower	PELICAN CROSSOVER VALVE HOUSE	Water	547
548	PELICANXOAUX	Facilities West of Moccasin Gate Tower	PELICAN CROSSOVER AUX CONTROL BUILDING	Water	548
549	PL2THSEAU	Facilities West of Moccasin Gate Tower	SJPL2, THROTTLING STATION #1, AUXILIARY	Water	549
550	PL2THSWAU	Facilities West of Moccasin Gate Tower	SJPL2, THROTTLING STATION #2, AUXILIARY	Water	550
551	RMBGATHOU	Facilities West of Moccasin Gate Tower	RED MOUNTAIN BAR WEST GATE HOUSE, RMB	Water	551
552	RMBSCADA	Facilities West of Moccasin Gate Tower	RED MTN. BAR SLIDE GATE RTU	Water	552
553	ROSELCOAUX	Facilities West of Moccasin Gate Tower	ROSELLE AVE CROSSOVER AUX BUILDING	Water	553
554	ROSELCOVH	Facilities West of Moccasin Gate Tower	ROSELLE AVE. CROSSOVER VALVE HOUSE	Water	554
555	RR	Facilities West of Moccasin Gate Tower	ROCK RIVER	Water	555
556	RRLSCADA	Facilities West of Moccasin Gate Tower	ROCK RIVER LIME PLANT RTU	Water	556
557	SJCSCADA	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE CROSS-OVER RTU	Water	557
558	SJPL	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALLEY PIPELINES	Water	558
559	SJPL2THSE	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE 2, THROTTLING STATION #1	Water	559
560	SJPL2THSW	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE 2, THROTTLING STATION #2	Water	560
561	SJPL3THS	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE 3,4 THROTTLING STATION	Water	561
562	SJVH	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALVE HOUSE	Water	562
563	SJVHAUXBLDG	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALVE HOUSE AUXILLARY BUILDING	Water	563
564	SJVSCADA	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALVEHOUSE RTU	Water	564
565	TESCHLOR	Facilities West of Moccasin Gate Tower	TESLA CHLORINATION BUILDING	Water	565
566	TESGENHSE	Facilities West of Moccasin Gate Tower	TESLA GENERATOR HOUSE	Water	566
567	TESLA-HH	Facilities West of Moccasin Gate Tower	TESLA PORTAL EQUIPMENT AND BLDGS	Water	567
568	TESPORTAL	Facilities West of Moccasin Gate Tower	TESLA PORTAL VALVE HOUSES	Water	568
569	TESPUMPHSE	Facilities West of Moccasin Gate Tower	TESLA PUMPHOUSE	Water	569
570	TPVSCADA	Facilities West of Moccasin Gate Tower	TESLA PORTAL VALVEHOUSE RTU	Water	570
571	TSLDWS	Facilities West of Moccasin Gate Tower	TESLA DOMESTIC WATER SYSTEM	Water	571
572	TSLSEWSYS	Facilities West of Moccasin Gate Tower	TESLA PORTAL SEWAGE SYSTEM	Water	572
573	TUTF	Facilities West of Moccasin Gate Tower	TESLA ULTRAVIOLET TREATMENT FACILITY	Water	573
574	TUVH	Facilities West of Moccasin Gate Tower	TESLA ULTRAVIOLET VALVE HOUSE	Water	574
575	VDHHSHAFT	Facilities West of Moccasin Gate Tower	HETCH HETCHY SURGE SHAFT	Water	575
576	VDOAKOVR	Facilities West of Moccasin Gate Tower	FTHL TNL OAKDALE PORTAL OVERFLOW SHAFT	Water	576
577	VPEDROADT	Facilities West of Moccasin Gate Tower	FOOTHILL TNL PEDRO ACCESS	Water	577
578	VDRMBW	Facilities West of Moccasin Gate Tower	RED MNTN BAR WEST	Water	578

File Attachments for Item:

H. Adopt a City Resolution and a Guadalupe Valley Municipal Improvement District Resolution Approving a Minimum Purchase Transfer from the City of Mountain View to the City of East Palo Alto



CITY COUNCIL & GVMID BOARD OF DIRECTORS AGENDA REPORT

Meeting Date: May 19, 2022
From: Director of Public Works/City Engineer
Subject: City of Mountain View Minimum Purchase Transfer to City of East Palo Alto

Community Goal/Result Ecological Sustainability

Purpose

To obtain Council and Board approval of the City of Mountain View's transfer of a portion of their minimum purchase requirement from the City and County of San Francisco to the City of East Palo Alto. This action is consistent with the community's goals of efficient water use.

Recommendation

1. The City of Brisbane City Council adopt a Resolution Approving a Minimum Purchase Transfer from the City of Mountain View to the City of East Palo Alto.
2. The Guadalupe Valley Municipal Improvement District Board of Directors adopt a Resolution Approving a Minimum Purchase Transfer from the City of Mountain View to the City of East Palo Alto.

Background

This action is related to the action recommended in the May 19, 2022 staff report titled, "2021 Amended and Restated Water Supply Agreement with the City and County of San Francisco (CCSF)". In this immediately preceding item, City Council and GVMID Board were recommended to approve an amendment to the water supply agreement (WSA) so that suburban customers of CCSF with minimum purchase requirements (i.e., "take or pay" clause) could transfer these requirements to other customers bound by the WSA. A detailed discussion of why this change is appropriate and necessary is found in the referenced staff report.

In 2017, Mountain View transferred one million gallons per day of its Individual Supply Guarantee (ISG) from CCSF to the City of East Palo Alto. At the time of this transfer, the WSA did not allow for transfers of minimum purchase requirements (MPR) among the suburban wholesale customers. Based on the assumption that a majority of the wholesale customers will approve an amendment to the WSA allowing the transfer of MPR, Mountain View and East Palo Alto have agreed to convert the ISG transfer to an MPR transfer.

Because the Mountain View/East Palo Alto original transfer occurred before the pending amendment to allow MPR transfers, the conversion of that transfer to MPR must be considered and approved separately by the wholesale customers.

Discussion

The challenge with MPR requirements is that they are exactly what they are called – an agency with an MPR is required to pay for that full amount of water whether or not it actually consumes that amount. When the MPRs may not be transferred there are two parties harmed; the party subject to the MPR has to pay for water it did not use, and any party in need of additional water for development sees an unused volume of water that they cannot purchase because it is locked into an agreement.

The recommended resolutions are drafted to specifically apply to the East Palo Alto/Mountain View transfer, and keep the same requirements of the WSA amendment that protect the water supply interest and financial interest of the member agencies. Equally important, the resolutions provide an effective way to transfer water that is in keeping with State law requiring the efficient use of water.

Fiscal Impact


There is no anticipated impact as a result of Council and Board approving this item.

Measure of Success

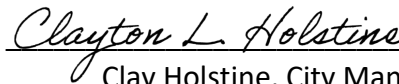
An approval for two willing BAWSCA agencies to complete a transfer of MPR water.

Attachments

1. City of Brisbane Resolution
2. GVMID Resolution



Randy Breault, Public Works Director



Clay Holstine, City Manager

RESOLUTION NO. 2022-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE
APPROVING A MINIMUM PURCHASE TRANSFER FROM THE CITY OF
MOUNTAIN VIEW TO THE CITY OF EAST PALO ALTO**

WHEREAS, the City and County of San Francisco ("San Francisco") Public Utilities Commission ("SFPUC" or "Commission") operates the Regional Water System, which delivers water to water supply agencies in Alameda, San Mateo, and Santa Clara Counties (collectively, "the Parties"); and

WHEREAS, in April 2003, water supply agencies in Alameda, San Mateo and Santa Clara Counties (collectively, the "Wholesale Customers") established the Bay Area Water Supply and Conservation Agency ("BAWSCA"), as authorized by Water Code Section 81300 *et seq.*; and

WHEREAS, in November of 2018, San Francisco and the Wholesale Customers (the "Parties") entered into the Amended and Restated Water Supply Agreement ("WSA"); and

WHEREAS, the Parties have identified intra-system water transfers as one potential solution to long-term water reliability needs among the Wholesale Customers; and

WHEREAS, in 2017, the City of Mountain View ("Mountain View") and the City of East Palo Alto ("East Palo Alto") were interested in transferring 1.0 million gallons per day ("MGD") of Mountain View's Minimum Annual Purchase Quantity ("Minimum Purchase") to East Palo Alto, however, at the time, there was no procedure in the WSA to effectuate such a transfer without amending the WSA; and

WHEREAS, in 2017, Mountain View and East Palo Alto executed a water rights transfer agreement in which East Palo Alto agreed to pay Mountain View \$5 Million for the permanent transfer of all rights, title, interest to 1.0 MGD of Mountain View's Individual Supply Guarantee (ISG) to East Palo Alto; and

RESOLUTION NO. 2022-__

WHEREAS, in August 2018, BAWSCA and San Francisco provided the Wholesale Customers a revised Attachment C to the Water Supply Agreement reflecting the updated ISG amounts for Mountain View and East Palo Alto, as a result of the 1.0 MGD transfer of ISG from Mountain View to East Palo Alto; and

WHEREAS, Mountain View continues to be subject to a Minimum Purchase of 8.93 MGD and the financial obligation of paying for imputed sales for the portion of Minimum Purchase that it does not use; and

WHEREAS, in 2020, Mountain View and East Palo Alto began discussing a possible future transfer of a portion of Mountain View's Minimum Purchase to East Palo Alto; and

WHEREAS, on January 26, 2021, the SFPUC adopted the 2021 Amended and Restated Water Supply Agreement ("2021 WSA"), which includes a new procedure by which Wholesale Customers with ISGs may participate in permanent expedited transfers of a portion of Minimum Purchase and ISG, without creating new or different risks to the water supply and financial interests of Wholesale Customers not participating in such transfers; and

WHEREAS, the 2021 WSA has been or will be presented to the governing body of each Wholesale Customer, and if approved, will permit Wholesale Customers with an ISG to transfer and accept a portion of another Wholesale Customer's Minimum Purchase, if certain requirements are satisfied; and

WHEREAS, on April 20, 2021, East Palo Alto approved the conversion of the 1.0 MGD of Mountain View's ISG sold to East Palo Alto in 2017 into a transfer of up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in increments of 0.25 MGD or other amount, subject to the City Council's approval of an agreement for each incremental transfer and the approval of the Wholesale Customers and San Francisco; and

WHEREAS, on June 8, 2021, Mountain View approved the conversion of the 1.0 MGD of Mountain View's ISG sold to East Palo Alto in 2017 into a transfer of up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in increments of 0.25 MGD, subject to the City Council's approval of an agreement for each incremental transfer and the approval of the Wholesale Customers and San Francisco; and

WHEREAS, East Palo Alto and Mountain View are authorized and prepared to execute a negotiated agreement memorializing the terms and conditions of a 0.25 MGD transfer of Mountain View's Minimum Purchase to East Palo Alto; and

WHEREAS, as noted below, one of the conditions of the negotiated agreement between Mountain View and East Palo Alto is that, in exchange for the 0.25 MGD of Minimum Purchase transfer, Mountain View will provide East Palo Alto with an immediate Right-of-First Refusal for drought water transfers at the same volume as the Minimum Purchase transfer, pursuant to Appendix H of the 2021 WSA; and

WHEREAS, in conjunction with consideration of the 2021 WSA, East Palo Alto and Mountain View propose the Wholesale Customers and San Francisco approve, in advance, the terms and conditions for converting up to 1.0 MGD of Mountain View's ISG purchased by East Palo Alto in 2017 into a transfer of 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in 0.25 MGD increments, if Mountain View and East Palo Alto mutually agree to such incremental transfers in the future and provided the conditions outlined below are met; and

WHEREAS, if up to 1.0 MGD of Mountain View's ISG purchased by East Palo Alto in 2017 is converted into a transfer of up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, up to 1.0 MGD of Minimum Purchase, in 0.25 MGD increments, will be counted towards the total Minimum Purchase that may be transferred pursuant to Section 3.04.C.1 of the 2021 WSA; and

WHEREAS, this parallel action continues to require the calculation of a Temporary Modified Minimum Annual Purchase Quantity, set out in Attachment E-1 in the 2021 WSA; however, the transferor, Mountain View, is responsible for the imputed sales associated with transfers to East Palo Alto up to 1.0 MGD, until the terms and conditions outlined below are satisfied; and

WHEREAS, in accordance with the water transfer provisions of the 2021 WSA, Mountain View and East Palo Alto will coordinate with San Francisco and BAWSCA to document Temporary Modified Minimum Annual Purchase Quantities to be included on Attachment E-1, transferred Minimum Annual Purchase Quantities to be included on Attachment E, when timely, and amendments to each cities' Individual Water Sales Contract with San Francisco.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRISBANE RESOLVES AS FOLLOWS:

The City Council approves, in advance, the conversion of up to 1.0 MGD of Mountain View's ISG, sold to East Palo Alto in 2017 into a transfer of 1.0 MGD of Mountain View's ISG plus up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in 0.25 MGD increments, if all of the following terms and conditions are satisfied:

- a. Mountain View will transfer up to 1.0 MGD of its Minimum Purchase to East Palo Alto, in increments of 0.25 MGD, subject to the Mountain View City Council's and the East Palo Alto City Council's approval of an agreement for each incremental transfer.
- b. For each incremental transfer, a Temporary Modified Minimum Annual Purchase Quantity will be calculated for East Palo Alto that is equal to the City's five-year average water use from the SFPUC for the most recent non-drought years prior to the 2017 ISG purchase, plus the incremental transfer amount(s).
- c. For each incremental transfer, Mountain View will maintain, and be responsible for paying any imputed sales for, its Minimum Purchase requirement in effect at that time,

as set forth in Attachment E of the WSA, including up to 1.0 MGD ISG transfer to East Palo Alto, until East Palo Alto's water use meets the Temporary Modified Minimum Annual Purchase Quantity for three consecutive years.

- d. East Palo Alto will not be required to pay imputed sales associated with the Temporary Modified Minimum Annual Purchase Quantity for any incremental transfer of the 1.0 MGD of Mountain View's Minimum Purchase requirement.
- e. For each incremental transfer, once East Palo Alto has met the Temporary Modified Minimum Annual Purchase Quantity for three consecutive years, the incremental portion of Mountain View's Minimum Purchase transferred to East Palo Alto will become East Palo Alto's Minimum Purchase, and Mountain View's Minimum Purchase will be reduced by an equivalent amount. East Palo Alto's new Minimum Purchase will be included in Attachment E and both cities' Individual Water Sales Contracts will be updated to reflect this transfer.
- f. With exception of the incremental transfers that are the subject of this resolution and the agreement between East Palo Alto and Mountain View described herein, any additional transfers of Minimum Purchase, either from another Wholesale Customer or from Mountain View in excess of the 1.0 MGD, are subject to Section 3.04 of the 2021 WSA.

Coleen Mackin, Mayor

* * * *

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Brisbane held on the ____ day of _____ 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. 2022-__

ATTEST:

Ingrid Padilla, City Clerk

RESOLUTION NO. GVMID 2022-__

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GUADALUPE
VALLEY MUNICIPAL IMPROVEMENT DISTRICT
APPROVING A MINIMUM PURCHASE TRANSFER FROM THE CITY OF
MOUNTAIN VIEW TO THE CITY OF EAST PALO ALTO**

WHEREAS, the City and County of San Francisco ("San Francisco") Public Utilities Commission ("SFPUC" or "Commission") operates the Regional Water System, which delivers water to water supply agencies in Alameda, San Mateo, and Santa Clara Counties (collectively, "the Parties"); and

WHEREAS, in April 2003, water supply agencies in Alameda, San Mateo and Santa Clara Counties (collectively, the "Wholesale Customers") established the Bay Area Water Supply and Conservation Agency ("BAWSCA"), as authorized by Water Code Section 81300 *et seq.*; and

WHEREAS, in November of 2018, San Francisco and the Wholesale Customers (the "Parties") entered into the Amended and Restated Water Supply Agreement ("WSA"); and

WHEREAS, the Parties have identified intra-system water transfers as one potential solution to long-term water reliability needs among the Wholesale Customers; and

WHEREAS, in 2017, the City of Mountain View ("Mountain View") and the City of East Palo Alto ("East Palo Alto") were interested in transferring 1.0 million gallons per day ("MGD") of Mountain View's Minimum Annual Purchase Quantity ("Minimum Purchase") to East Palo Alto, however, at the time, there was no procedure in the WSA to effectuate such a transfer without amending the WSA; and

WHEREAS, in 2017, Mountain View and East Palo Alto executed a water rights transfer agreement in which East Palo Alto agreed to pay Mountain View \$5 Million for the permanent transfer of all rights, title, interest to 1.0 MGD of Mountain View's Individual Supply Guarantee (ISG) to East Palo Alto; and

RESOLUTION NO. GVMID 2022-__

WHEREAS, in August 2018, BAWSCA and San Francisco provided the Wholesale Customers a revised Attachment C to the Water Supply Agreement reflecting the updated ISG amounts for Mountain View and East Palo Alto, as a result of the 1.0 MGD transfer of ISG from Mountain View to East Palo Alto; and

WHEREAS, Mountain View continues to be subject to a Minimum Purchase of 8.93 MGD and the financial obligation of paying for imputed sales for the portion of Minimum Purchase that it does not use; and

WHEREAS, in 2020, Mountain View and East Palo Alto began discussing a possible future transfer of a portion of Mountain View's Minimum Purchase to East Palo Alto; and

WHEREAS, on January 26, 2021, the SFPUC adopted the 2021 Amended and Restated Water Supply Agreement ("2021 WSA"), which includes a new procedure by which Wholesale Customers with ISGs may participate in permanent expedited transfers of a portion of Minimum Purchase and ISG, without creating new or different risks to the water supply and financial interests of Wholesale Customers not participating in such transfers; and

WHEREAS, the 2021 WSA has been or will be presented to the governing body of each Wholesale Customer, and if approved, will permit Wholesale Customers with an ISG to transfer and accept a portion of another Wholesale Customer's Minimum Purchase, if certain requirements are satisfied; and

WHEREAS, on April 20, 2021, East Palo Alto approved the conversion of the 1.0 MGD of Mountain View's ISG sold to East Palo Alto in 2017 into a transfer of up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in increments of 0.25 MGD or other amount, subject to the City Council's approval of an agreement for each incremental transfer and the approval of the Wholesale Customers and San Francisco; and

WHEREAS, on June 8, 2021, Mountain View approved the conversion of the 1.0 MGD of Mountain View's ISG sold to East Palo Alto in 2017 into a transfer of up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in increments of 0.25 MGD, subject to the City Council's approval of an agreement for each incremental transfer and the approval of the Wholesale Customers and San Francisco; and

WHEREAS, East Palo Alto and Mountain View are authorized and prepared to execute a negotiated agreement memorializing the terms and conditions of a 0.25 MGD transfer of Mountain View's Minimum Purchase to East Palo Alto; and

WHEREAS, as noted below, one of the conditions of the negotiated agreement between Mountain View and East Palo Alto is that, in exchange for the 0.25 MGD of Minimum Purchase transfer, Mountain View will provide East Palo Alto with an immediate Right-of-First Refusal for drought water transfers at the same volume as the Minimum Purchase transfer, pursuant to Appendix H of the 2021 WSA; and

WHEREAS, in conjunction with consideration of the 2021 WSA, East Palo Alto and Mountain View propose the Wholesale Customers and San Francisco approve, in advance, the terms and conditions for converting up to 1.0 MGD of Mountain View's ISG purchased by East Palo Alto in 2017 into a transfer of 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in 0.25 MGD increments, if Mountain View and East Palo Alto mutually agree to such incremental transfers in the future and provided the conditions outlined below are met; and

WHEREAS, if up to 1.0 MGD of Mountain View's ISG purchased by East Palo Alto in 2017 is converted into a transfer of up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, up to 1.0 MGD of Minimum Purchase, in 0.25 MGD increments, will be counted towards the total Minimum Purchase that may be transferred pursuant to Section 3.04.C.1 of the 2021 WSA; and

WHEREAS, this parallel action continues to require the calculation of a Temporary Modified Minimum Annual Purchase Quantity, set out in Attachment E-1 in the 2021 WSA; however, the transferor, Mountain View, is responsible for the imputed sales associated with transfers to East Palo Alto up to 1.0 MGD, until the terms and conditions outlined below are satisfied; and

WHEREAS, in accordance with the water transfer provisions of the 2021 WSA, Mountain View and East Palo Alto will coordinate with San Francisco and BAWSCA to document Temporary Modified Minimum Annual Purchase Quantities to be included on Attachment E-1, transferred Minimum Annual Purchase Quantities to be included on Attachment E, when timely, and amendments to each cities' Individual Water Sales Contract with San Francisco.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE GUADALUPE VALLEY MUNICIPAL IMPROVEMENT DISTRICT RESOLVES AS FOLLOWS:

The Board of Directors approves, in advance, the conversion of up to 1.0 MGD of Mountain View's ISG, sold to East Palo Alto in 2017 into a transfer of 1.0 MGD of Mountain View's ISG plus up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in 0.25 MGD increments, if all of the following terms and conditions are satisfied:

- a. Mountain View will transfer up to 1.0 MGD of its Minimum Purchase to East Palo Alto, in increments of 0.25 MGD, subject to the Mountain View City Council's and the East Palo Alto City Council's approval of an agreement for each incremental transfer.
- b. For each incremental transfer, a Temporary Modified Minimum Annual Purchase Quantity will be calculated for East Palo Alto that is equal to the City's five-year average water use from the SFPUC for the most recent non-drought years prior to the 2017 ISG purchase, plus the incremental transfer amount(s).
- c. For each incremental transfer, Mountain View will maintain, and be responsible for paying any imputed sales for, its Minimum Purchase requirement in effect at that time,

as set forth in Attachment E of the WSA, including up to 1.0 MGD ISG transfer to East Palo Alto, until East Palo Alto's water use meets the Temporary Modified Minimum Annual Purchase Quantity for three consecutive years.

- d. East Palo Alto will not be required to pay imputed sales associated with the Temporary Modified Minimum Annual Purchase Quantity for any incremental transfer of the 1.0 MGD of Mountain View's Minimum Purchase requirement.
- e. For each incremental transfer, once East Palo Alto has met the Temporary Modified Minimum Annual Purchase Quantity for three consecutive years, the incremental portion of Mountain View's Minimum Purchase transferred to East Palo Alto will become East Palo Alto's Minimum Purchase, and Mountain View's Minimum Purchase will be reduced by an equivalent amount. East Palo Alto's new Minimum Purchase will be included in Attachment E and both cities' Individual Water Sales Contracts will be updated to reflect this transfer.
- f. With exception of the incremental transfers that are the subject of this resolution and the agreement between East Palo Alto and Mountain View described herein, any additional transfers of Minimum Purchase, either from another Wholesale Customer or from Mountain View in excess of the 1.0 MGD, are subject to Section 3.04 of the 2021 WSA.

Coleen Mackin, Chair

* * * *

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Guadalupe Valley Municipal Improvement District held on the ____ day of _____ 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

RESOLUTION NO. GVMID 2022-__

ATTEST:

Ingrid Padilla, Clerk of the Board

File Attachments for Item:**I. Approve Intended Use of FY 2022-23 TDA Article 3 Funding**

(The purpose of this item is to adopt the resolution required by the Metropolitan Transportation Commission (MTC) as a condition to receive transportation funding in the amount of \$240,000, from the Transportation Development Act Article 3 (TDA 3) to improve a section of the central Brisbane alley between Alvarado St. and San Benito Rd., and to obtain a supplemental appropriation of \$60,000 from the General Fund to provide the required local match)



CITY COUNCIL AGENDA REPORT

Meeting Date: May 19, 2022

From: Randy Breault, Director of Public Works/City Engineer

Subject: Intended Use of FY 2022-23 TDA Article 3 Funding

Community Goal/Result

- (1) Safe Community
- (2) Ecological Sustainability

Purpose

To obtain Council's approval and to adopt the resolution required by the Metropolitan Transportation Commission (MTC) as a condition to receive transportation funding from the Transportation Development Act Article 3 (TDA 3) to improve a section of the central Brisbane alley between Alvarado St. and San Benito Rd., and to obtain a supplemental appropriation of \$60,000 from the General Fund to provide the required local match.

Recommendation

Adopt a resolution requesting the Metropolitan Transportation Commission allocate fiscal year 2022-2023 Transportation Development Act Article 3 Pedestrian/Bicycle project funding in the amount of \$240,000, and approve the local project match in the amount of \$60,000.

Background

The MTC is the federal Metropolitan Planning Organization for the nine counties of the San Francisco Bay Region. In that capacity, they are required to develop programs and guidelines for the distribution of federal dollars for use on local transportation projects. One of the MTC's guidelines requires that the enclosed resolution, without changes, be adopted by the local agency before they are eligible to receive state and federal funds. This requirement for TDA 3 funds, which are part of the third round of MTC's One Bay Area Grant administered by City/County Association of Governments (C/CAG) of San Mateo County, is nearly identical to requirement and corresponding resolution previously adopted by Council to receive Local Streets and Roads funds for the 2019 Tunnel Avenue Rehabilitation Project.

City staff worked with C/CAG (the local Congestion Management Agency) to develop a project submittal that met the requirements for the Transportation Development Act funding, and with the third application cycle for this project, Brisbane finally received funding.

The project will build a concrete walkway where a steep dirt trail currently exists. The walkway will be a mixture of steps and flat landings, depending on the steepness of the grade. The walkway will also include a handrail on one side and pathway lighting via

bollards. A high-visibility crosswalk and pedestrian crossing signs will be installed on Alvarado St. at the northern limit of the project area.

Fiscal Impact

The project construction is estimated to cost \$300,000. The formula distribution amount for the City of Brisbane is \$240,000, and the requested supplemental appropriation from the General Fund of \$60,000 (into project account 400-9111-000-53010) will make up the remainder of funds needed.

Measure of Success

Opening of the project to competitive bids that will enable the City to select a qualified contractor for the construction work.

Attachments

1. Proposed Resolution



Tomas Santoyo-Velazquez, Assistant Engineer



Randy Breault, Director of Public Works



Clay Holstine, City Manager

PROPOSED RESOLUTION

REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE ALLOCATION OF FISCAL YEAR 2022-2023
TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDING

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, Revised, entitled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108, Revised requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the City of Brisbane desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists; now, therefore, be it

RESOLVED, that the City of Brisbane declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, be it

RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the City of Brisbane to carry out the project; and furthermore, be it

RESOLVED, that the City of Brisbane attests to the accuracy of and approves the statements in Attachment A to this resolution; and furthermore, be it

RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of San Mateo County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

The CITY OF BRISBANE adopted this resolution on May 19th, 2022.

AYES:

NAYS:

Certified to by (signature): _____
 Coleen Mackin, Mayor

Attest: _____
 Ingrid Padilla, City Clerk

Resolution No.
Attachment A

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2022-2023 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

Findings

Page 1 of 1

1. That the **City of Brisbane** is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the **City of Brisbane** legally impeded from undertaking the project(s) described in “Attachment B” of this resolution.
2. That the **City of Brisbane** has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or final design and engineering or quick build project; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic and/or Class IV separated bikeway; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the **City of Brisbane** within the prior five fiscal years.
8. That the project(s) described in Attachment B which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan or included in an adopted comprehensive bikeway plan (such as outlined in Section 2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.) or responds to an immediate community need, such as a quick-build project.
9. That any project described in Attachment B bicycle project meets the mandatory minimum safety design criteria published in the California Highway Design Manual or is in a National Association of City and Transportation Officials (NACTO) guidance or similar best practices document.
10. That the project(s) described in Attachment B will be completed in the allocated time (fiscal year of allocation plus two additional fiscal years).
11. That the **City of Brisbane** agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Resolution No.

Attachment B

page 1 of 1

TDA Article 3 Project Application Form

Fiscal Year of this Claim: 2022-2023

Applicant: City of Brisbane

Contact person: Karen Kinser

Mailing Address: 50 Park Place, Brisbane ,CA, 94005

E-Mail Address: kkinser@ci.brisbane.ca.us

Telephone: (415) 508-2133

Secondary Contact (in event primary not available) Tomas Santoyo-Velazquez

E-Mail Address: tsantoyo@ci.brisbane.ca.us

Telephone: 415-259-1107

Project Title (Short Description): Alvarado to San Benito Walkway

Amount of claim: \$240,000

Description of Overall Project:

Build a concrete walkway where a steep dirt trail currently exists. The walkway will be a mixture of steps and flat landings, depending on the steepness of the grade. The walkway will also include a handrail on one side and pathway-lighting bollards spaced approximately 25 ft. apart. A high-visibility crosswalk and pedestrian crossing signs will be installed on Alvarado St. at the northern limit of the project area.

Project Scope Proposed for Funding: (Project level environmental, preliminary planning, and ROW are ineligible uses of TDA funds.)

General construction including mobilization, traffic control, erosion control, materials, and installation of stairway

Project Budget and Schedule

Project Phase	TDA 3	Other Funds	Total Cost	Estimated Completion (month/year)
Bike/Ped Plan			-	
ENV			-	
PA&ED			-	
PS&E			-	
ROW			-	
CON	\$240,000	\$60,000	\$300,000	10/2024
Total Cost	\$240,000	\$60,000	\$300,000	

Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated). Design was funded in 2019, Council to approve project 5/19/22	No
B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	No
C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	N/A
D. Has the project been reviewed by the Bicycle and Pedestrian Advisory Committee? (If "NO," provide an explanation).	Yes
E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction).	Yes

I.	Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) October, 2024_____	Yes
G.	Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)	Yes

File Attachments for Item:

J. Approve Construction Contract for Sierra Point Parkway Cape Seal (Project No. 922D) to American Pavement Systems, Inc. in the amount of \$339,000, and Authorize the Mayor to Sign the Agreement



CITY COUNCIL AGENDA REPORT

Meeting Date: May 19, 2022

From: Karen Kinser, Deputy Director of Public Works

Subject: Construction Contract for Sierra Point Parkway Cape Seal
(Project No. 922D)

Community Goal/Result

Safe Community

Purpose

To provide preventative maintenance and repair of Sierra Point Parkway from Lagoon Rd to the Highway 101 underpass.

Recommendation

Award the construction contract for the Sierra Point Parkway Cape Seal to American Pavement Systems, Inc. in the amount of \$339,000, and authorize the mayor to sign the Agreement on behalf of the City.

Background

The city received two bids on May 9th, 2022:

American Pavement Systems, Inc.	\$339,000
VSS International, Inc.	\$442,000

Staff reviewed the apparent low bid and determined that the proposal was responsive, and the bidder was responsible. The low bid exceeded the engineer's estimate but was generally in line with bids received by the City of South San Francisco for similar work. Impacts to pedestrians, cyclists, the motoring public, and users of Fisherman's Park will be minimal during construction, which is expected to occur in summer of this year.

Fiscal Impact

Funds are available from Measure A Sales Tax and State Gas Tax revenues (\$312,500) and the city's successful application to the CalRecycle Rubberized Pavement Grant program (\$26,500).

Karen Kinser, Deputy Director of Public Works

Randy Breault, Director of Public Works/City Engineer

Clayton L. Holstine, City Manager

File Attachments for Item:

K. Approve Project and Adopt a Resolution required by the San Mateo County Transportation Authority as a condition to receive Alternative Congestion Relief and Transportation Demand Management Measure A and Measure W funds for Shuttle Stop Improvements along Commute.org's Routes in Crocker Park, and to Obtain a Supplemental Appropriation of \$25,000 from the General Fund to Provide the Required local match.



CITY COUNCIL AGENDA REPORT

Meeting Date: May 19, 2022

From: Randy Breault, Director of Public Works/City Engineer

Subject: Intended Use of FY 2022-23 ACR/TDM Funding

Community Goal/Result

Safe Community and Ecological Sustainability

Purpose

To obtain Council's approval and to adopt the resolution required by the San Mateo County Transportation Authority (TA) as a condition to receive Alternative Congestion Relief and Transportation Demand Management (ACR/TDM) Measure A and Measure W funds for Shuttle Stop Improvements along Commute.org's routes in Crocker Park, and to obtain a supplemental appropriation of \$25,000 from the General Fund to provide the required local match.

Recommendation

Adopt a resolution supporting the project and committing to the TA's ACR/TDM grant program requirements, and approve the local project match in the amount of \$25,000.

Background

The San Mateo County TA (TA)'s Measure A half-cent sales tax for transportation programs and projects was reauthorized in 2004 for a period of 25 years by the voters of San Mateo County. Measure A took effect on January 1, 2009 and expires on December 31, 2033. Contained within the Measure A Transportation Expenditure Plan is a program category that allocates one percent of the generated funds to Alternative Congestion Relief, which is aimed at commute alternatives and planning work to support Intelligent Transportation System.

In January 2022, the TA adopted its first ACR/TDM Plan that was developed to guide investment decisions and funding allocations for a combined Measure A ACR and Measure W TDM Program. The ACR/TDM Plan provides a vision for the ACR/TDM program, program guidelines, example eligible projects/programs, and evaluation criteria for selection of projects. This April Call for Projects combines funding dedicated to ACR/TDM competitive programs from Measures A & W to streamline the application, evaluation, and grant administration process.

City staff has worked with the TA to develop a project submittal that will meet the requirements for ACR/TDM funding, in addition to obtaining TA staff's positive recommendation.

Fiscal Impact

The project recommended for this grant cycle is to utilize 2022-23 ACR/TDM funds to complete Shuttle Stop Improvements in Crocker Park, estimated to cost \$225,000. Staff is applying for \$200,000 in grant funds, the maximum grant amount. Staff requests a supplemental appropriation of \$25,000 from the General Fund for the local match, for which 10% is the required minimum.

Measure of Success

Compliance with ACR/TDM grant application requirements by the TA's submittal due dates, allowing the City to pursue FY 2022-23 ACR/TDM funds.

Attachments

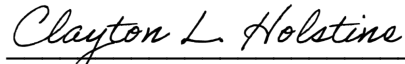
1. Proposed Resolution



Tomas Santoyo-Velazquez, Assistant Engineer



Randy Breault, Director of Public Works



Clay Holstine, City Manager

PROPOSED RESOLUTION

ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-2023 FUNDED BY SAN MATEO COUNTY TRANSPORTATION AUTHORITY (SMTA): MEASURE A ALTERNATIVE CONGESTION RELIEF & MEASURE W TRANSPORTATION DEMAND MANAGEMENT

WHEREAS, the City of Brisbane has identified a need for the promoting the use of existing shuttle stop facilities, and

WHEREAS, the City of Brisbane has developed the Shuttle Stop Improvements Project to add shelters and safety improvements at shuttle stops in Brisbane, and

WHEREAS, it will cost \$225,000 to implement the Project scope, and

WHEREAS, the City of Brisbane seeks \$200,000 in grant funds for the Project, and

WHEREAS, the San Mateo County Transportation Authority (TA) issued a Call for Projects for the Measure A Alternative Congestion Relief & Measure W Transportation Demand Management (ACR/TDM) Program on April 7, 2022, and

WHEREAS, the TA requires a resolution from the Sponsor's governing body:

1. Supporting the Project and application for \$200,000 in TA ACR/TDM Program funds for Project, and
2. Committing the City of Brisbane to the completion of the Project, including the commitment of matching funds in the amount of \$25,000 needed for implementation, and
3. Certifying that any funds awarded by the San Mateo County Transportation Authority will be used to supplement existing funds for program activities, and will not replace existing funds or resources, and
4. Authorizing the chief executive of the City of Brisbane, or his/her designee, to sign a funding agreement with the TA, if funds are awarded, for TA ACR/TDM Program funding for the Project and to take any other actions necessary to give effect to this resolution, and
5. Committing to commence work on the Project, if awarded, within one year of the TA Board of Directors allocating 2022 ACR/TDM Program funding.

NOW, THEREFORE, BE IT RESOLVED that the City of Brisbane

1. Directs staff to submit an application for TA ACR/TDM Program funds for \$200,000 for the Shuttle Stop Improvements Project
2. Authorizes the Director of Public Works, or his/her designee, to execute a funding agreement with the TA to encumber any ACR/TDM Program funds awarded.
3. Commits to the completion of the Project, including the commitment of \$25,000 of matching funds needed for implementation, if awarded the requested TA funds.
4. Certifies that any funds awarded by the TA will be used to supplement existing funds for the Project and will not replace existing funds or resources.

5. Commits to commencing work on the Project, if awarded, within one year of the TA Board of Directors allocating the 2022 ACR/TDM Program funds.
6. Authorizes the Director of Public Works to take any other actions necessary to give effect to this resolution.

PASSED AND ADOPTED at a regular meeting of the City of Brisbane City Council held on the [xxxx] day of [xxxx], 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Coleen Mackin, Mayor

ATTEST:

Ingrid Padilla, City Clerk

File Attachments for Item:

L. Applicant Appeal of the Planning Commission's April 4, 2022 Decision Denying the Modification of Interim Use Permit 2021-UP-3 to Allow the Use of a Vacant Site On the Baylands To Be Used For a Google Bus Staging Yard

(City Council will consider applicant appeal of the Planning Commission's April 4, 2022 decision denying the modification of Interim Use Permit 2021-Up-3 to allow the use of a vacant site on the Baylands to be used for a Google Bus staging yard (Planning Commission Resolution 2021-UP-3-M) and revoking Interim Use Permit 2021-UP-3 (Planning Commission Resolution 2021-UP-3-R); Eric Aronsohn, applicant; Oyster Point Properties Inc, applicant/owner.)



CITY COUNCIL AGENDA REPORT

Meeting Date: May 19, 2022

From: John Swiecki, Community Development Director

Subject: 600 Tunnel Avenue; Appeal of the Planning Commission's Decision to revoke Interim Use Permit 2021-UP-3 and to deny the requested modification for continued staging of up to 90 Google Commuter buses on an approximately 3-acre vacant site on the Baylands.

Community Goal/Result

Safe Community - Residents and visitors will experience a sense of safety.

Purpose

To hear the appeal by Google Inc. of the Planning Commission's decision to revoke Interim Use Permit 2021-UP-3 and to deny the requested modification for continued staging of up to 90 Google Commuter buses on an approximately 3-acre vacant site on the Baylands.

Recommendation

That the City Council make a decision on the appeals and provide direction to staff regarding the preparation of final resolutions.

Background

In 2019, the Planning Commission approved Interim Use Permit UP-4-19, which allowed for the establishment of a parking/staging yard for up to 90 Google commuter buses on the subject site, an approximately 3-acre vacant site on the Baylands, between Tunnel Avenue and the CalTrain rail lines. While the request was for 5 years, the Planning Commission approved a term of 2 years. In their project description, Google had characterized the use as routing trips to the north to access the U.S. 101 freeway via Beatty Avenue with hours of operation generally between 3 am and 7 am and 3 pm and 9 pm, Monday through Friday. At the time of approval, the Commission added a condition of approval prohibiting bus routing to or from the south of the yard, but the conditions did not address hours of operation. The Commission also advised that a future application should include actual traffic routing and trip count data. The approved bus routing map is provided as Attachment 5.

The yard was established and began operations in late 2019. Operations were then ceased from March 2020 to the Summer of 2021 due to the Covid-19 pandemic. During its operational period in early 2020, complaints were raised regarding lighting, dust and buses being seen south of the yard.

In late 2021, the property owner applied, on behalf of Google, to extend the use via Interim Use Permit 2021-UP-3, which the Planning Commission approved on November 16th, 2021, for a one-year term. By the time of approval of the continuation of the use Google and BDI had demonstrated to the satisfaction of the Commission that the lighting and dust issues had been resolved. However, the Commission expressed concern about whether bus routing was complying with the permit and added a condition requiring Google to track the bus movements and these results be reported back to the Commission after 90 days. That report was provided to the Commission on February 24, 2022 and Google reported that the time-of-day trips did not match their previously provided schedule and some southern trips had occurred. Google reported that less than one-tenth of one percent (less than 1 per 1,000) of the trips had been in violation of the condition prohibiting southern trips.

At the February 24th meeting, the Commission directed that the permit should be scheduled for a revocation hearing, but the Commission also indicated that it would consider a modification to the permit, if requested by the applicant. The applicant subsequently filed for a modification to the interim use permit to reflect actual and anticipated time-of-day vehicle trips, which spread the trips out through the day, but did not change the total number of trips. Google also noted that they had been working on their communications, especially with new or substitute drivers, to prevent southbound trips, but acknowledged that their success rate had not been 100 percent. They did not request a modification to the northern routing, but requested allowance of a small margin of noncompliance to account for human error and unforeseen traffic situations which might preclude use of the northerly route for a limited time.

The Planning Commission held a public hearing on April 14th 2022, to consider the requested modification or revocation of the interim use permit. The Commission voted 3 to 1 to deny the requested modification and to revoke the permit.

An appeal of the Planning Commission's decision, on April 14th, 2022, to revoke the interim use permit and deny the requested modification was filed by the property owner/applicant Oyster Point Properties Inc. (aka: BDI), on behalf of its tenant Google. The appeals are provided in Attachments 1 and 2.

Agenda reports and minutes from all Planning Commission hearings referenced above are provided in the attachments to this report.

Following the appeal of the Planning Commission's decision, the applicant retained Fehr & Peers, a transportation planning and engineering consultant, to assess the traffic on Tunnel Ave. That work was done between May 3rd and May 5th. Fehr & Peers provided a description and analysis of road and traffic conditions along Tunnel Ave, with conclusions provided on page 6 of their report (see Attachment 6).

Discussion

The Commission denied the applicant's permit modification request based on the finding that the bus movements along Tunnel Avenue pose a safety risk to the public and revoked Interim Use Permit 2022-UP-3 based on the finding that Google had violated condition of approval #4 which states, "Routing of Google buses shall be to and from the north along Tunnel Ave and Beatty Ave to connect to U.S. 101. Buses shall not use Tunnel Avenue south of the site." These are reflected in Planning Commission Resolution 2021-UP-3-M and Resolution 2021-UP-3-R.

Referring to the southern trips, the applicant stated that the appeals were based on the Planning Commission's "unreasonable expectations that human error can be 100% avoided" and that it was "not willful violation". They also requested more flexibility on the bus schedule to match the needs of Google employees, post Covid-19.

The Brisbane Municipal Code (BMC) Section 17.52.040 regarding Council action on appeals states that, *"The city council shall conduct a de novo hearing on the appeal. At the close of the public hearing, the city council may affirm, reverse or modify the decision of the planning commission, either at the same meeting or at such later meeting as the council may determine, for any basis permitted by law....."* While the public record from the Planning Commission hearings is provided for reference, as a de novo hearing, Council may consider new information in its deliberations. This includes the attached traffic assessment by Fehr and Peers as well as additional information that may be entered into the record through correspondence to the Council or during the public hearing.

The options before the City Council are, per BMC Section 17.52.040:

- 1) Affirm the Planning Commission's decisions to revoke Interim Use Permit 2021-UP-3 and to deny the application to modify that permit. If this is the chosen option, Council should also specify the length of time that will be allowed before Google's cessation of operations.
- 2) Grant the applicant's appeal, reversing the decision of the Planning Commission to revoke the permit and approving the applicant's request to modify Interim Use Permit 2021-UP-3.
- 3) Modify the decision of the Planning Commission. (i.e. conditions of approval may be modified.)
- 4) Continue this matter to a future date if the City Council requires additional time and/or information in order to make a decision on this matter.

Once the City Council provides direction as outlined in Options 1-3 above, staff will prepare the appropriate resolution(s) which will be scheduled for City Council adoption on the consent calendar at the next available meeting.

Fiscal Impact

None.

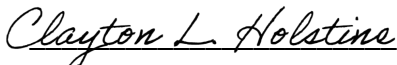
Measure of Success

Processing of an appeal application consistent with Brisbane's Municipal Code.

Attachments

1. Appeal of the Planning Commission's Decision on Resolution 2021-UP-3-M
2. Appeal of the Planning Commission's Decision on Resolution 2021-UP-3-R
3. Planning Commission Resolution 2021-UP-3-M – denial of modification
4. Planning Commission Resolution 2021-UP-3-R – revocation of 2021-UP-3
5. Bus Routing Aerial
6. Fehr & Peers Traffic Assessment Report, dated May 9, 2022
7. Modification Denial/Revocation
 - a) 4/14/2022 Agenda Report
 - b) 4/14/2022 Minutes (Draft)
8. Interim Use Permit 2021-UP-3 (1-year extension of UP-4-19)
 - a) 10/28/2021 Agenda Report
 - b) 10/28/2021 Minutes
 - c) 11/16/2021 Agenda Report
 - d) 11/16/2021 Minutes
 - e) Resolution 2021-UP-3
9. Interim Use Permit UP-4-19 Documentation:
 - a) 10/24/2019 Agenda Report
 - b) 10/24/2019 Minutes
 - c) Resolution UP-4-19/EX-3-19


 John Swiecki, Community Development Director


 Clayton L. Holstine, City Manager

For office use only
 Date Submitted: _____
 Fee: _____
 Receipt No.: _____

A P P E A L

I/We hereby appeal the action by the

☒ Planning Commission
☐ Zoning Administrator
☐ Planning Director

on April 14, 2022

[Action or Meeting Date]

regarding Application No. Resolution 2021-UP-3-M

for Modification of Interim Use Permit 2021 UP-3

[Project Description]

at 600 Tunnel Avenue

[Property Address]

The reasons for the appeal are:

Modification request met the requests of the Commission at previous meetings while complying with the Conditions of Approval. Modifications included more flexible bus schedule and more flexibility in the zero-tolerance policy for southbound buses which the Planning Staff recommended supporting for modification. An appeal to City Council is requested on the grounds that the modification was denied based on an unreasonable expectations that human error can be 100% avoided.

[Attach additional pages if necessary]

Name(s): Eric Aronsohn

Phone Number: 954-612-0307

Email Address: EAronsohn@bdisf.com

Mailing Address: 2201 Bayshore Blvd. San Francisco, CA 94134

Signature(s): *Eric Aronsohn*

Date: 4/21/22

For office use only
 Date Submitted: _____
 Fee: _____
 Receipt No.: _____

A P P E A L

I/We hereby appeal the action by the

☒ Planning Commission
☐ Zoning Administrator
☐ Planning Director

on April 14, 2022

[Action or Meeting Date]

regarding Application No. RESOLUTION 2021-UP-3-R

for REVOKING INTERIM USE PERMIT 2021-UP-3

[Project Description]

at 600 Tunnel Avenue

[Property Address]

The reasons for the appeal are:

Applicant does not believe that a small number of buses out thousands of trips (< 1%) traveling south on Tunnel is a reasonable reason for revocation. It was explained to the Commissioners that the handful of buses that traveled south were attributable to new drivers and substitute drivers not willful violation. An appeal to City Council is requested on the grounds that the revocation is unreasonable given the circumstances and extent of the routing issue

[Attach additional pages if necessary]

Name(s): Eric Aronsohn

Phone Number: 954-612-0307

Email Address: EAronsohn@bdisf.com

Mailing Address: 2201 Bayshore Blvd. San Francisco, CA 94134

Signature(s): *Eric Aronsohn*

Date: 4/21/22

RESOLUTION 2021-UP-3-M
A RESOLUTION OF THE PLANNING COMMISSION OF BRISBANE
DENYING THE MODIFICATION OF INTERIM USE PERMIT 2021-UP-3
TO ALLOW THE USE OF A VACANT SITE ON THE BAYLANDS TO BE USED FOR
A GOOGLE BUS STAGING YARD

WHEREAS, Interim Use Permit 2021-UP-3 (PERMIT), to allow continued outdoor staging of up to 90 Google buses on an approximately 3-acre vacant site on the Baylands, at 600 Tunnel Avenue, between Tunnel Avenue and the CalTrain rail lines, was approved by the Planning Commission on November 16, 2021; and

WHEREAS, a report was provided to the Planning Commission on March 10, 2022 in which Google's bus movement data was detailed for the period of November 2021 through January 2022; and

WHEREAS, following receipt of the report of bus movements, the Planning Commission directed that the PERMIT should be placed on a future agenda for a revocation hearing and/or to consider modification of the PERMIT; and

WHEREAS, Eric Aronsohn, on behalf of Google, applied to the City of Brisbane for Modification to Interim Use Permit 2021-UP-3 to allow continued outdoor staging of Google buses with a revised schedule for bus trips, with operations generally 4 am to 10 pm, versus the previous schedule of 3 to 7 am and 3 to 9 pm; and

WHEREAS, on April 14th, 2022, the Planning Commission conducted a hearing of the application, at which time any person interested in the matter was given an opportunity to be heard; and

WHEREAS, the Planning Commission reviewed and considered the staff memorandum relating to said application, the written and oral evidence presented to the Planning Commission in support of and in opposition to the application; and

NOW THEREFORE, based upon the finding set forth below, the Planning Commission of the City of Brisbane, at its meeting of April 14, 2022 did resolve as follows:

Modification of Interim Use Permit 2021-UP-3 is **DENIED** based on the finding that the bus movements along Tunnel Avenue pose a safety risk to the public. The effective date for this decision is April 22nd, 2022, unless an appeal is filed to City Council by close-of-business on April 21st, 2022, per BMC Section 17.40.060.C.

ADOPTED this fourteenth day of April, 2022, by the following vote:

AYES: Lau, Patel and Sayasane
 NOES: Gooding
 ABSENT: Funke


 DOUGLAS GOODING
 Chairperson

ATTEST:


 JOHN A. SWIECKI
 Community Development Director

RESOLUTION 2021-UP-3-R
A RESOLUTION OF THE PLANNING COMMISSION OF BRISBANE
REVOKING INTERIM USE PERMIT 2021-UP-3

WHEREAS, Interim Use Permit 2021-UP-3 (PERMIT), to allow continued outdoor staging of up to 90 Google buses on an approximately 3-acre vacant site on the Baylands, at 600 Tunnel Avenue, between Tunnel Avenue and the CalTrain rail lines, was approved by the Planning Commission on November 16, 2021; and

WHEREAS, a report was provided to the Planning Commission on March 10, 2022 in which Google's bus movement data was detailed for the period of November 2021 through January 2022; and

WHEREAS, following receipt of the report of bus movements, the Planning Commission directed that the PERMIT should be placed on a future agenda for a revocation hearing and/or to consider modification of the PERMIT; and

WHEREAS, on April 14th, 2022, the Planning Commission conducted a duly noticed public hearing in accordance with Brisbane Municipal Code (BMC) Section 17.41.100 and 17.41.050(B), at which time any person interested in the matter was given an opportunity to be heard; and

WHEREAS, the Planning Commission reviewed and considered the staff memorandum relating to revocation, the written and oral evidence presented to the Planning Commission in support of and in opposition; and

WHEREAS, the Planning Commission of the City of Brisbane hereby finds that Google has violated condition of approval #4 which states, "Routing of Google buses shall be to and from the north along Tunnel Ave and Beatty Ave to connect to U.S. 101. Buses shall not use Tunnel Avenue south of the site."

NOW THEREFORE, based upon this finding, the Planning Commission of the City of Brisbane, at its meeting of April 14, 2022 did resolve as follows:

Interim Use Permit 2021-UP-3 is revoked. The effective date for this decision is April 30st, 2022, unless an appeal is filed to City Council by close-of-business on April 29th, 2022 in accordance with the procedures provided in BMC Section 17.52.020.

ADOPTED this fourteenth day of April, 2022, by the following vote:

AYES:	Lau, Patel and Sayasane
NOES:	Gooding
ABSENT:	Funke


DOUGLAS GOODING
Chairperson

ATTEST:


JOHN A. SWIECKI
Community Development Director

Google Bus Parking: Proposed Route Mapping

Red represents inbound buses
Blue represents outbound buses

*Cars belonging to drivers will be instructed to use this routing as well



Memorandum

Date: May 9, 2022
To: Randy Breault, City of Brisbane
From: Ryan Caldera, PE and Robert Eckols, PE
Subject: **Traffic Assessment of Tunnel Avenue in Brisbane, California**

SJ21-2062.02

This memorandum summarizes the traffic volumes, speeds, and vehicle classifications on Tunnel Avenue south of Beatty Avenue in Brisbane, California. This memorandum also describes the existing geometric conditions on Tunnel Avenue and the typical operations of the temporary corporate bus yard located at 600 Tunnel Avenue.

Existing Conditions

Tunnel Avenue

Tunnel Avenue is a north-south, two-lane minor arterial in northern Brisbane. The Circulation Element of the City of Brisbane's *General Plan*, amended in 2020, defines minor arterials as major streets that primarily serve through traffic and, on a limited basis, access to abutting properties. Specifically, the Circulation Element identifies Tunnel Avenue as an alternative to Bayshore Boulevard that will be improved upon development of the Baylands.

On the approximately 1,700-foot portion of Tunnel Avenue south of Beatty Avenue, the curb-to-curb width is approximately 42 feet. Along this portion, Tunnel Avenue is a Class III bicycle route with painted sharrows and has both formal and informal off-street parking areas on both sides of the roadway. There are some time-restricted parking signs (tow-away between 2:00 AM and 4:00 AM) on the east side of this section of Tunnel Avenue.

Further south extending to the intersection at Lagoon Road, Tunnel Avenue is approximately 26 feet wide with unpaved shoulders on both sides. On the east side of Tunnel Road, concrete blocks are regularly spaced in the unpaved shoulder approximately four feet off the paved roadway. These concrete blocks reduce the shoulder to approximately four feet wide, and signs prohibiting



stopping on this portion of Tunnel Avenue are places at regular intervals. Tunnel Avenue has no bicycle facilities or on street parking on this portion.

No pedestrian facilities are provided on Tunnel Avenue between Beatty Avenue and Lagoon Road.

Temporary Corporate Bus Yard

The undeveloped site at 600 Tunnel Avenue on the west side of the street is currently leased to corporate shuttle operators to store commuter shuttles when not in use. Corporate shuttles stored at the yard travel to/from US Highway 101 via the Harney Way-Beatty Avenue interchange. Shuttle drivers are instructed to not use any other interchanges to access US Highway 101.

The corporate shuttle operator provided shuttle data for the period between Tuesday, May 3 and Thursday, May 5, 2022. For the dates observed, between 197 and 211 daily shuttle trips (inbound and outbound) occurred at the temporary corporate bus yard.

Data Collection and Summary

Traffic Volumes

Roadway segment counts were collected on Tunnel Avenue north of the temporary corporate bus yard between Wednesday, May 4 and Friday, May 6, 2022. **Attachment A** includes charts documenting the northbound, southbound, and total volumes each day of data collection, and **Attachment B** includes the raw count data.

Table 1 below presents the peak northbound, southbound, and total hourly volumes for each count day.

Table 1: Peak Hourly Traffic on Tunnel Avenue

Date	Northbound (Time)	Southbound (Time)	Total 2-way (Time)
Wednesday, May 4	193 (8:00-9:00A)	107 (8:00-9:00A)	300 (8:00-9:00A)
Thursday, May 5	191 (7:00-8:00A)	102 (9:00-10:00A)	284 (7:00-8:00A)
Friday, May 6	192 (7:00-8:00A)	100 (7:00-9:00A)	292 (7:00-8:00A)
Highest Peak Hour	193 (8:00-9:00A, Wednesday)	107 (8:00-9:00A, Wednesday)	300 (8:00-9:00A, Wednesday)

Source: Fehr & Peers, 2022.



The highest hourly two-way volume on Tunnel Avenue (300 vehicles) occurred on Wednesday, May 4 between 8:00 AM and 9:00 AM. Based on estimates from the Transportation Research Board's (TRB) *Highway Capacity Manual* (HCM), two-lane minor arterials, like Tunnel Avenue, have an hourly capacity of approximately 1,760 vehicles before traffic operations degrade from Level of Service (LOS) D to LOS E, which is the City's adopted standard. Based on the traffic volume counts, the vehicle demand on Tunnel Avenue is well below its hourly vehicle capacity at all times of the day.

Corporate Shuttle Volumes

Shuttle buses have a greater effect on roadway operations and asphalt maintenance than personal automobiles. The corporate shuttle operator provided shuttle data for the period between Tuesday, May 3 and Thursday, May 5, 2022. **Attachment C** includes line charts documenting the hourly shuttle volumes for each day.

Table 2 below presents the percent of corporate shuttles for the peak hours of Tunnel Avenue on Wednesday, May 4 and Thursday, May 5. (Corporate shuttle data for Friday, May 6 was unavailable for analysis at the time this memorandum was prepared.)

Table 2: Corporate Shuttle Percent Share of Traffic – Peak Hour

Date (Time)	Total Traffic	Corporate Shuttles	% Share of Corporate Shuttles
Wednesday, May 4 (8:00-9:00A)	300	7	2%
Thursday, May 5 (7:00-8:00A)	284	21	7%

Source: Fehr & Peers, 2022.

During both days where concurrent data was available, corporate shuttle traffic composed up to seven percent of total traffic on Tunnel Avenue during the peak hour. As stated above, the vehicle demand on Tunnel Avenue is well below its hourly vehicle capacity (1,760 vehicles) at all times including during the peak hour. Corporate shuttle traffic comprised up to two percent of total roadway capacity during the peak hour and did not have a significant effect on documented roadway operations.

Table 3 below presents the percent of corporate shuttle trips of the total daily trips on Tunnel Avenue for Wednesday, May 4 and Thursday, May 5.



Table 3: Corporate Shuttle Percent Share of Traffic - Daily

Date	Total Traffic	Corporate Shuttles	% Share of Corporate Shuttles
Wednesday, May 4	2,091	211	10%
Thursday, May 5	2,100	197	9%

Source: Fehr & Peers, 2022.

During both days where concurrent data was available, corporate shuttle traffic comprised up to ten percent of total daily traffic on Tunnel Avenue. Based on estimates from the HCM, two-lane arterials, like Tunnel Avenue, have a daily capacity of approximately 17,600 vehicles before traffic operations degrade from LOS D to LOS E. As a percentage of daily vehicle capacity, corporate shuttle traffic comprised up to two percent of total daily roadway capacity.

Speed Surveys

Speed survey data was collected at the same time as the roadway segment counts. **Attachment D** includes the raw speed survey data.

Table 4 below presents the average speed and 85th-percentile speed for each day of observation. Data is presented for northbound vehicles, southbound vehicles, and total two-way vehicles on Tunnel Avenue.

Table 4: Summary of Speed Survey Data on Tunnel Avenue

Date	Average Speed (mph)			85 th -Percentile Speed (mph)		
	Northbound	Southbound	Total 2-way	Northbound	Southbound	Total 2-way
Wednesday, May 4	30.2	29.7	30.0	38.5	37.1	38.0
Thursday, May 5	29.9	28.7	29.5	37.7	35.8	37.1
Friday, May 6	30.6	29.0	30.1	38.2	36.1	37.5
Overall	30.2	29.1	29.8	38.1	36.2	37.5

Source: Fehr & Peers, 2022.

During the three days of speed surveys, vehicles on Tunnel Avenue traveled 29.8 miles per hour on average. Additionally, the 85th-percentile speed is 37.5 miles per hour, meaning 85% of vehicles travel at 37.5 miles per hour or slower. This statistical value is typically used when setting posted speed limits. Where the 85th-percentile speed is higher than the posted speed limit, either traffic calming measures are considered to reduce vehicle speeds, or the posted speed limit is increased.



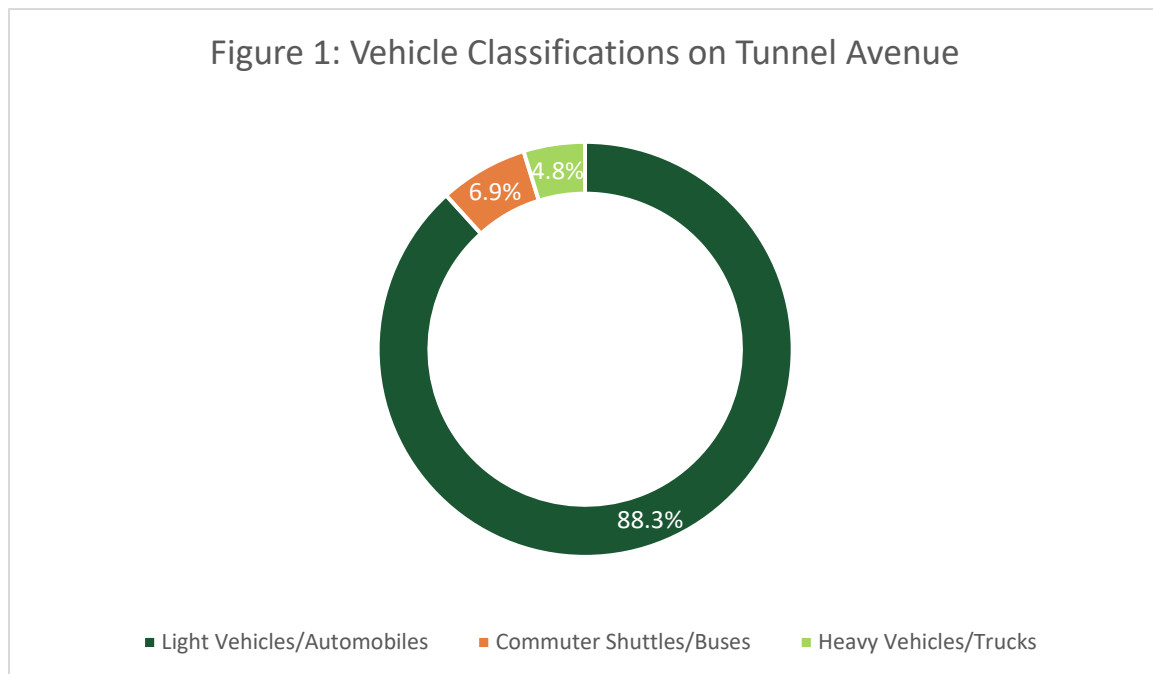
Tunnel Avenue does not have a posted speed limit between Beatty Avenue and Lagoon Road. The posted speed limit on Tunnel Avenue south of Lagoon Road is 35 miles per hour, although that section does not have any painted sharrows for mixed traffic with bicyclists.

Vehicle Classification

Vehicle classification data was collected at the same time as the roadway segment counts. The vehicle classification data is presented with the raw vehicle count data in **Attachment B**.

The Federal Highway Administration (FHWA) identifies thirteen vehicle classifications, ranging from motorcycles (Class 1) to seven-plus axle multi-trailer trucks (Class 13). **Attachment E** describes the thirteen vehicle classifications in detail. For this memorandum, Classes 1, 2, and 3 are considered "light vehicles/automobiles," Class 4 is considered "commuter shuttles/buses," and the remaining eight classes are considered "heavy vehicles/trucks."

Figure 1 below presents the percentages of each vehicle type during the three days of data collection.



As shown in the figure above, approximately 88.3% of vehicles observed on Tunnel Avenue were classified as light vehicles and automobiles, 6.9% were classified as commuter shuttles and buses, and 4.8% were classified as heavy vehicles and trucks.

It is noted that the vehicle classifications observed through roadway counts are slightly different from the data provided by the commuter shuttle operators summarized in **Table 2** and



Attachment C. The data provided by the commuter shuttle operators shows a higher proportion of commuter shuttles and buses than the roadway segment counts. This discrepancy typically occurs when vehicles cross the data collection tubes at angles which affects the recorded distance between vehicle axles. As a whole, the total share of non-light vehicles/automobiles is consistent with the data provided by the commuter shuttle operator.

The observed vehicle classification profile is consistent with Tunnel Avenue's proximity to light-industrial and industrial uses and its utility as an alternative to Bayshore Boulevard and US Highway 101.

Conclusions

The following conclusions are made based on the data collected:

- The hourly volume on Tunnel Avenue is well below its hourly vehicle capacity throughout the day.
- During both days with traffic count and shuttle data are available, corporate shuttle daily trips comprise ten percent or less of the total daily trips on Tunnel Avenue.
- The 85th-percentile speed on Tunnel Avenue was observed to be 37.5 miles per hour. There is no posted speed limit on the observed section of Tunnel Avenue.
- Approximately 11% of vehicles on Tunnel Road are commuter shuttles/buses or heavy vehicles/trucks. The remaining 89% of vehicles are light vehicles/automobiles.

Attachment A: Tunnel Avenue Hourly Volume Figures

Figure A-1: Tunnel Avenue Northbound Hourly Volumes

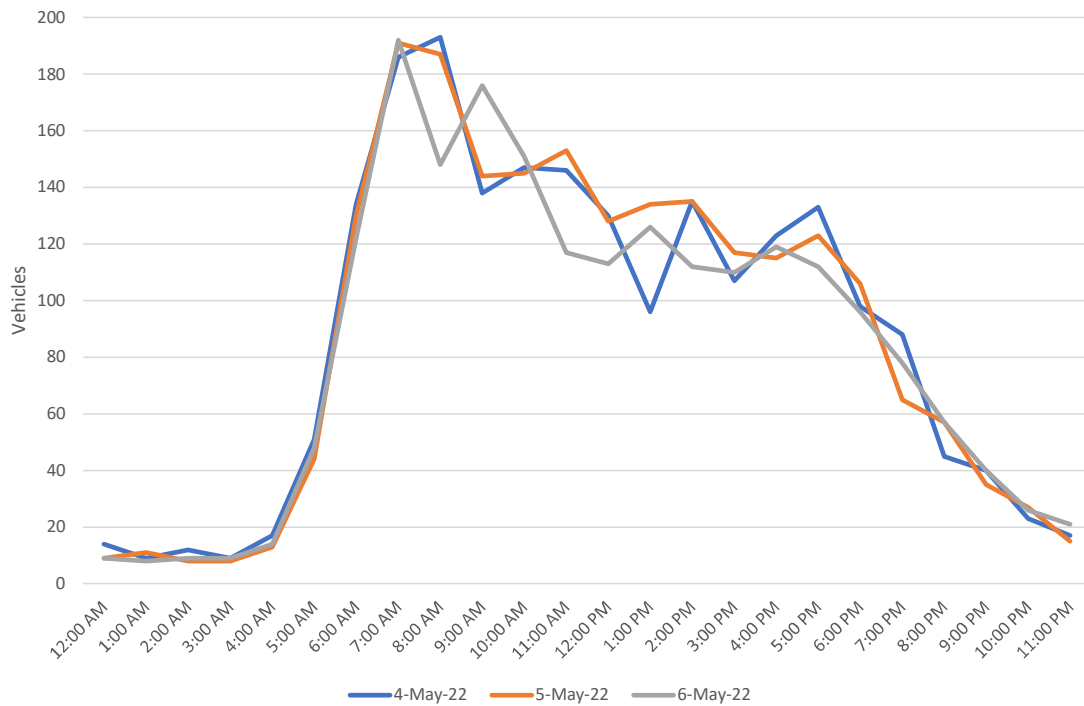
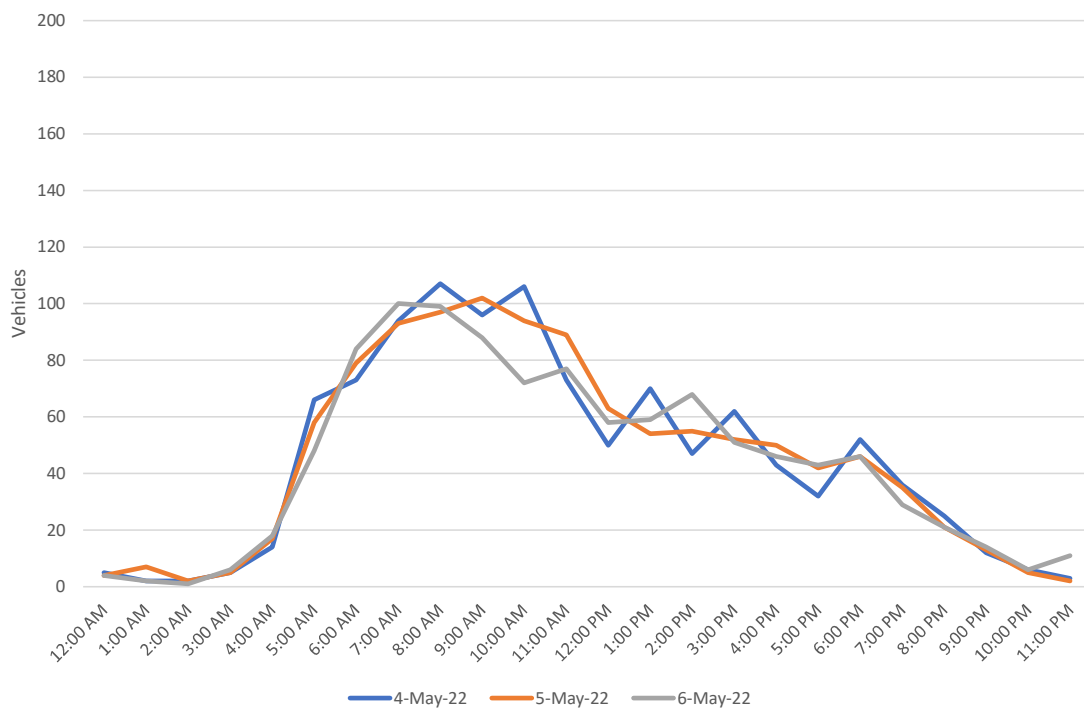
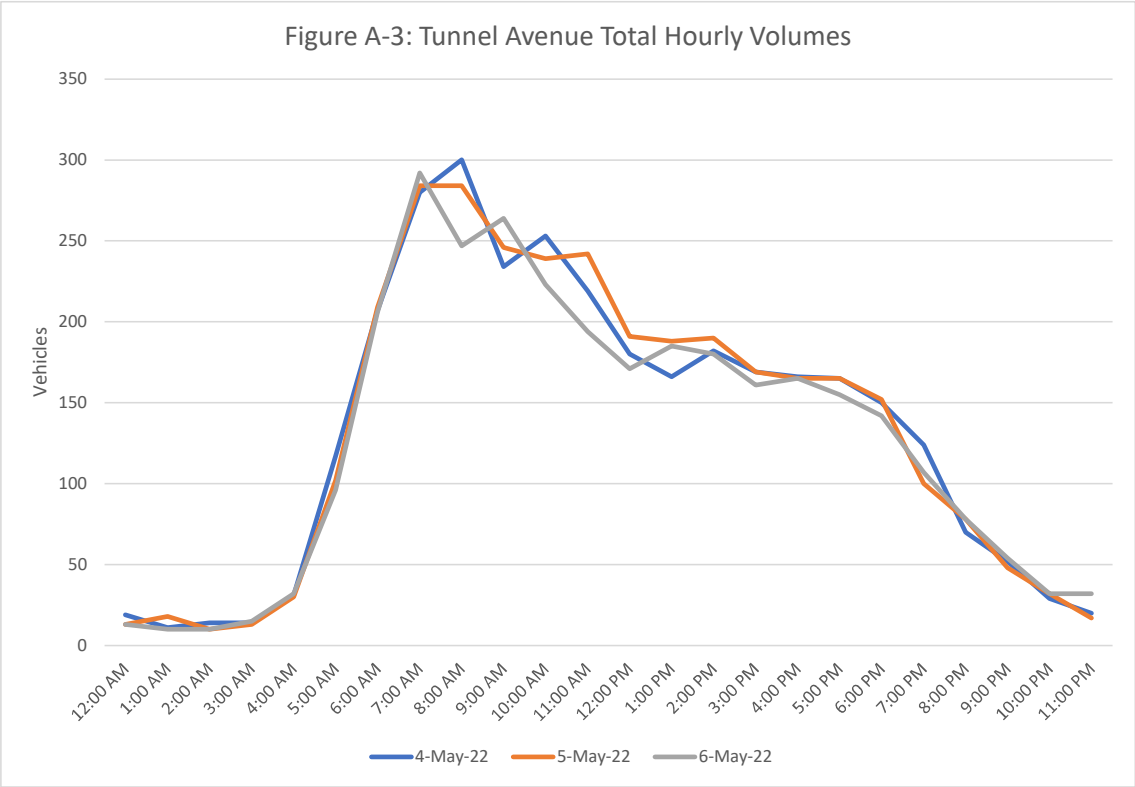


Figure A-2: Tunnel Avenue Southbound Hourly Volumes





Attachment C: Corporate Shuttle Hourly Volume Figure

L.

Traffic Data Service Class Report

Datasets:

Site: [1] 600 TUNNEL AVE
Algorithm: Factory default axle (v5.02)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed range: 0 - 100 mph.
Direction: North (bound), P = North, Lane = 0-16
Scheme: Vehicle classification (Scheme F)
Units: Non metric (ft, mi, ft/s, mph, lb, ton)

Column Legend:

0 [Time] 24-hour time (0000 - 2359)
1 [Total] Number in time step
2 [Cls] Class totals

*** Wednesday, May 4, 2022**

Time	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Cls 12	Cls 13
0000	14	0	12	2	0	0	0	0	0	0	0	0	0	0
0100	9	1	7	1	0	0	0	0	0	0	0	0	0	0
0200	12	1	9	2	0	0	0	0	0	0	0	0	0	0
0300	9	0	6	2	0	0	1	0	0	0	0	0	0	0
0400	17	2	9	6	0	0	0	0	0	0	0	0	0	0
0500	51	2	21	7	20	0	0	0	1	0	0	0	0	0
0600	134	5	55	32	31	2	6	0	0	3	0	0	0	0
0700	186	4	79	71	23	2	5	0	1	1	0	0	0	0
0800	193	5	100	73	7	1	3	0	0	4	0	0	0	0
0900	138	2	64	55	4	2	6	0	2	1	0	2	0	0
1000	147	7	66	63	1	4	5	0	0	1	0	0	0	0
1100	146	6	72	59	0	3	4	0	0	1	1	0	0	0
1200	130	2	57	61	2	1	6	0	0	1	0	0	0	0
1300	96	2	53	32	1	3	2	1	1	1	0	0	0	0
1400	135	2	71	52	5	4	1	0	0	0	0	0	0	0
1500	107	2	69	29	5	0	2	0	0	0	0	0	0	0
1600	123	7	76	27	8	3	2	0	0	0	0	0	0	0
1700	133	9	106	13	2	2	0	0	1	0	0	0	0	0
1800	98	11	77	8	2	0	0	0	0	0	0	0	0	0
1900	88	1	80	5	0	0	0	0	1	1	0	0	0	0
2000	45	1	41	2	0	0	0	0	0	1	0	0	0	0
2100	40	1	36	3	0	0	0	0	0	0	0	0	0	0
2200	23	0	19	1	1	0	1	0	0	1	0	0	0	0
2300	17	0	15	0	0	1	1	0	0	0	0	0	0	0
07-19	1632	59	890	543	60	25	36	1	5	10	1	2	0	0
06-22	1939	67	1102	585	91	27	42	1	6	15	1	2	0	0
06-00	1979	67	1136	586	92	28	44	1	6	16	1	2	0	0
00-00	2091	73	1200	606	112	28	45	1	7	16	1	2	0	0

Peak step 8:00 (193) AM Peak step 8:00 (193) PM Peak step 14:00 (135)

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Thursday, May 5, 2022

Time	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Cls 12	Cls 13
0000	9	0	7	1	0	0	1	0	0	0	0	0	0	0
0100	11	0	8	1	0	0	1	0	0	1	0	0	0	0
0200	8	1	3	3	0	0	0	0	0	1	0	0	0	0
0300	8	0	7	1	0	0	0	0	0	0	0	0	0	0
0400	13	2	8	3	0	0	0	0	0	0	0	0	0	0
0500	44	2	16	7	19	0	0	0	0	0	0	0	0	0
0600	130	4	51	34	34	0	5	0	0	2	0	0	0	0
0700	191	8	84	68	20	4	7	0	0	0	0	0	0	0
0800	187	5	100	69	5	4	3	0	0	1	0	0	0	0
0900	144	0	71	62	7	0	3	0	0	0	1	0	0	0
1000	145	2	73	60	1	4	2	0	1	2	0	0	0	0
1100	153	6	75	57	2	1	9	0	0	1	0	2	0	0
1200	128	6	69	45	5	2	1	0	0	0	0	0	0	0
1300	134	4	71	48	1	5	4	0	0	1	0	0	0	0
1400	135	2	77	49	4	0	3	0	0	0	0	0	0	0
1500	117	4	74	30	9	0	0	0	0	0	0	0	0	0
1600	115	3	75	29	4	2	0	0	1	1	0	0	0	0
1700	123	8	93	17	2	1	1	0	1	0	0	0	0	0
1800	106	3	86	14	0	1	0	0	1	1	0	0	0	0
1900	65	2	59	4	0	0	0	0	0	0	0	0	0	0
2000	57	4	47	4	0	0	0	0	1	1	0	0	0	0
2100	35	1	28	4	0	1	1	0	0	0	0	0	0	0
2200	27	0	21	1	1	2	2	0	0	0	0	0	0	0
2300	15	0	11	2	0	0	1	0	1	0	0	0	0	0
07-19	1678	51	948	548	60	24	33	0	4	7	1	2	0	0
06-22	1965	62	1133	594	94	25	39	0	5	10	1	2	0	0
06-00	2007	62	1165	597	95	27	42	0	6	10	1	2	0	0
00-00	2100	67	1214	613	114	27	44	0	6	12	1	2	0	0

Peak step 7:00 (191) AM Peak step 7:00 (191) PM Peak step 14:00 (135)

* Friday, May 6, 2022

Time	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Cls 12	Cls 13
0000	9	0	8	1	0	0	0	0	0	0	0	0	0	0
0100	8	0	5	1	0	1	1	0	0	0	0	0	0	0
0200	9	0	6	3	0	0	0	0	0	0	0	0	0	0
0300	9	0	7	1	0	0	1	0	0	0	0	0	0	0
0400	14	2	8	4	0	0	0	0	0	0	0	0	0	0
0500	48	1	24	1	19	0	1	0	0	2	0	0	0	0
0600	122	4	42	35	34	1	3	0	2	1	0	0	0	0
0700	192	5	86	70	19	2	7	0	1	2	0	0	0	0
0800	148	4	71	53	10	3	5	0	0	1	0	1	0	0
0900	176	2	83	77	9	2	0	1	1	1	0	0	0	0
1000	151	3	86	52	3	2	3	0	1	1	0	0	0	0
1100	117	7	54	45	3	0	7	0	0	0	0	1	0	0
1200	113	0	55	50	1	4	3	0	0	0	0	0	0	0
1300	126	2	74	40	2	3	5	0	0	0	0	0	0	0
1400	112	1	71	32	5	0	1	0	2	0	0	0	0	0
1500	110	2	78	25	4	1	0	0	0	0	0	0	0	0
1600	119	4	86	23	5	1	0	0	0	0	0	0	0	0
1700	112	5	97	6	3	1	0	0	0	0	0	0	0	0
1800	96	6	83	4	1	1	1	0	0	0	0	0	0	0
1900	78	3	67	7	0	0	0	0	0	1	0	0	0	0
2000	57	1	47	7	0	1	1	0	0	0	0	0	0	0
2100	40	0	35	2	0	1	2	0	0	0	0	0	0	0
2200	26	2	21	2	0	0	1	0	0	0	0	0	0	0
2300	21	0	20	1	0	0	0	0	0	0	0	0	0	0
07-19	1572	41	924	477	65	20	32	1	5	5	0	2	0	0
06-22	1869	49	1115	528	99	23	38	1	7	7	0	2	0	0
06-00	1916	51	1156	531	99	23	39	1	7	7	0	2	0	0
00-00	2013	54	1214	542	118	24	42	1	7	9	0	2	0	0

Peak step 7:00 (192) AM Peak step 7:00 (192) PM Peak step 13:00 (126)

L.

Traffic Data Service Class Report

Datasets:

Site: [1] 600 TUNNEL AVE
Algorithm: Factory default axle (v5.02)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed range: 0 - 100 mph.
Direction: South (bound), P = North, Lane = 0-16
Scheme: Vehicle classification (Scheme F)
Units: Non metric (ft, mi, ft/s, mph, lb, ton)

Column Legend:

0 [Time] 24-hour time (0000 - 2359)
1 [Total] Number in time step
2 [Cls] Class totals

*** Wednesday, May 4, 2022**

Time	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Cls 12	Cls 13
0000	5	0	4	1	0	0	0	0	0	0	0	0	0	0
0100	2	0	1	0	0	0	0	1	0	0	0	0	0	0
0200	2	1	1	0	0	0	0	0	0	0	0	0	0	0
0300	5	0	4	0	0	0	0	0	0	1	0	0	0	0
0400	14	0	11	3	0	0	0	0	0	0	0	0	0	0
0500	66	2	43	15	0	0	0	1	1	4	0	0	0	0
0600	73	2	31	38	0	0	1	0	0	1	0	0	0	0
0700	94	4	35	48	4	0	1	0	0	2	0	0	0	0
0800	107	10	39	51	3	0	0	1	0	3	0	0	0	0
0900	96	3	36	46	2	4	2	0	0	2	1	0	0	0
1000	106	3	37	52	6	4	1	0	1	2	0	0	0	0
1100	73	3	27	34	2	1	3	0	0	3	0	0	0	0
1200	50	2	18	23	1	3	1	0	1	1	0	0	0	0
1300	70	0	36	30	2	1	1	0	0	0	0	0	0	0
1400	47	2	18	22	1	2	1	0	0	1	0	0	0	0
1500	62	3	31	22	2	1	3	0	0	0	0	0	0	0
1600	43	1	27	13	0	1	0	0	0	1	0	0	0	0
1700	32	0	21	5	5	1	0	0	0	0	0	0	0	0
1800	52	4	19	3	24	0	1	0	1	0	0	0	0	0
1900	36	2	12	1	21	0	0	0	0	0	0	0	0	0
2000	25	0	9	0	14	0	0	0	1	1	0	0	0	0
2100	12	0	4	1	7	0	0	0	0	0	0	0	0	0
2200	6	0	4	0	2	0	0	0	0	0	0	0	0	0
2300	3	0	2	0	1	0	0	0	0	0	0	0	0	0
07-19	832	35	344	349	52	18	14	1	3	15	1	0	0	0
06-22	978	39	400	389	94	18	15	1	4	17	1	0	0	0
06-00	987	39	406	389	97	18	15	1	4	17	1	0	0	0
00-00	1081	42	470	408	97	18	15	3	5	22	1	0	0	0

Peak step 8:00 (107) AM Peak step 8:00 (107) PM Peak step 13:00 (70)

L.

Thursday, May 5, 2022

Time	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Cls 12	Cls 13
0000	4	0	3	0	0	0	1	0	0	0	0	0	0	0
0100	7	0	4	2	0	0	1	0	0	0	0	0	0	0
0200	2	1	1	0	0	0	0	0	0	0	0	0	0	0
0300	5	1	3	0	0	0	1	0	0	0	0	0	0	0
0400	17	1	9	5	0	1	0	1	0	0	0	0	0	0
0500	58	3	38	13	0	0	2	0	0	2	0	0	0	0
0600	79	4	38	32	1	0	0	1	0	3	0	0	0	0
0700	93	5	32	52	2	2	0	0	0	0	0	0	0	0
0800	97	4	35	52	4	0	0	1	0	1	0	0	0	0
0900	102	4	39	45	4	6	4	0	0	0	0	0	0	0
1000	94	4	32	47	6	1	3	1	0	0	0	0	0	0
1100	89	4	30	47	3	2	0	1	0	1	1	0	0	0
1200	63	1	20	33	4	2	1	0	0	2	0	0	0	0
1300	54	1	24	26	1	2	0	0	0	0	0	0	0	0
1400	55	1	26	24	0	2	1	0	0	1	0	0	0	0
1500	52	1	24	23	1	1	2	0	0	0	0	0	0	0
1600	50	2	31	14	2	0	1	0	0	0	0	0	0	0
1700	42	2	26	10	4	0	0	0	0	0	0	0	0	0
1800	46	2	17	3	22	0	0	1	1	0	0	0	0	0
1900	35	0	9	0	25	0	0	0	0	1	0	0	0	0
2000	21	1	7	1	12	0	0	0	0	0	0	0	0	0
2100	13	0	4	2	7	0	0	0	0	0	0	0	0	0
2200	5	0	1	1	3	0	0	0	0	0	0	0	0	0
2300	2	0	0	1	1	0	0	0	0	0	0	0	0	0
07-19	837	31	336	376	53	18	12	4	1	5	1	0	0	0
06-22	985	36	394	411	98	18	12	5	1	9	1	0	0	0
06-00	992	36	395	413	102	18	12	5	1	9	1	0	0	0
00-00	1085	42	453	433	102	19	17	6	1	11	1	0	0	0

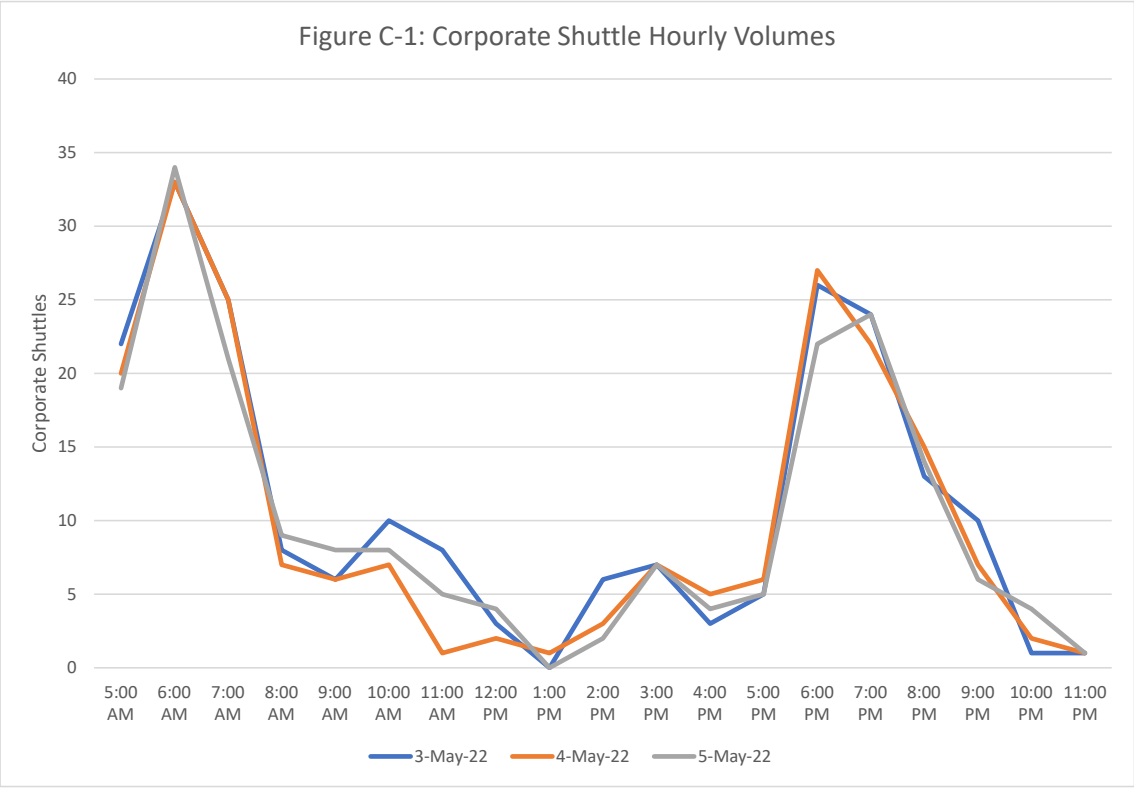
Peak step 9:00 (102) AM Peak step 9:00 (102) PM Peak step 12:00 (63)

* Friday, May 6, 2022

Time	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Cls 12	Cls 13
0000	4	2	2	0	0	0	0	0	0	0	0	0	0	0
0100	2	0	2	0	0	0	0	0	0	0	0	0	0	0
0200	1	0	1	0	0	0	0	0	0	0	0	0	0	0
0300	6	1	3	1	0	0	1	0	0	0	0	0	0	0
0400	18	0	13	2	0	0	1	0	0	2	0	0	0	0
0500	48	1	38	8	0	0	0	0	0	1	0	0	0	0
0600	84	6	38	30	5	0	2	1	0	1	0	0	0	1
0700	100	4	36	48	3	0	3	0	1	5	0	0	0	0
0800	99	2	36	51	6	2	1	0	0	1	0	0	0	0
0900	88	4	24	49	8	1	0	0	1	1	0	0	0	0
1000	72	2	23	35	5	4	0	0	0	3	0	0	0	0
1100	77	4	32	32	3	3	1	1	0	1	0	0	0	0
1200	58	3	19	30	1	3	2	0	0	0	0	0	0	0
1300	59	0	28	28	1	0	1	0	1	0	0	0	0	0
1400	68	1	37	26	1	1	1	0	0	1	0	0	0	0
1500	51	0	28	17	2	2	2	0	0	0	0	0	0	0
1600	46	3	27	14	2	0	0	0	0	0	0	0	0	0
1700	43	2	29	2	10	0	0	0	0	0	0	0	0	0
1800	46	1	14	5	26	0	0	0	0	0	0	0	0	0
1900	29	0	13	2	14	0	0	0	0	0	0	0	0	0
2000	21	1	5	1	14	0	0	0	0	0	0	0	0	0
2100	14	0	7	2	5	0	0	0	0	0	0	0	0	0
2200	6	0	3	1	0	0	0	0	0	2	0	0	0	0
2300	11	0	9	1	1	0	0	0	0	0	0	0	0	0
07-19	807	26	333	337	68	16	11	1	3	12	0	0	0	0
06-22	955	33	396	372	106	16	13	2	3	13	0	0	0	1
06-00	972	33	408	374	107	16	13	2	3	15	0	0	0	1
00-00	1051	37	467	385	107	16	15	2	3	18	0	0	0	1

Peak step 7:00 (100) AM Peak step 7:00 (100) PM Peak step 14:00 (68)

Attachment D: Tunnel Avenue Hourly Speed Data



Attachment E: Federal Highway Administration Vehicle Classification Descriptions

L.

Traffic Data Service Speed Report

Datasets:

Site: [1] 600 TUNNEL AVE
Algorithm: Factory default axle (v5.02)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed range: 0 - 100 mph.
Direction: North (bound), P = North, Lane = 0-16
Scheme: Vehicle classification (Scheme F)
Units: Non metric (ft, mi, ft/s, mph, lb, ton)

Column Legend:

0 [Time] 24-hour time (0000 - 2359)
1 [Total] Number in time step
2 [Vbin] Speed bin totals
3 [vPace] Speed at start of pace
4 [Pace%] Percent in pace
5 [Mean] Average speed
6 [Vpp] Percentile speed

*** Wednesday, May 4, 2022**

Time	Total	Vbin 0	Vbin 5	Vbin 10	Vbin 15	Vbin 20	Vbin 25	Vbin 30	Vbin 35	Vbin 40	Vbin 45	Vbin 50	Vbin 55	Vbin 60	Vbin 65	Vbin 70	Vbin 75	Vbin 100	vPace 10	Pace% 10	Mean	Vpp 85
0000	14	0	1	0	1	0	2	4	4	1	0	1	0	0	0	0	0	0	28.5	64.29	32.4	42.6
0100	9	0	0	0	0	1	2	3	3	0	0	0	0	0	0	0	0	0	24.6	66.67	32.3	-
0200	12	0	0	0	0	0	1	2	3	1	4	1	0	0	0	0	0	0	39.6	50.00	41.0	49.6
0300	9	0	0	0	0	1	2	3	2	1	0	0	0	0	0	0	0	0	32.3	66.67	33.4	-
0400	17	0	2	0	0	1	2	4	1	5	2	0	0	0	0	0	0	0	31.7	52.94	33.5	42.6
0500	51	0	2	0	5	8	11	7	8	7	3	0	0	0	0	0	0	0	20.1	41.18	30.3	42.1
0600	134	0	1	8	8	19	43	24	23	5	1	2	0	0	0	0	0	0	25.7	53.73	28.8	36.4
0700	186	0	2	8	10	32	49	46	31	6	1	0	1	0	0	0	0	0	24.0	52.69	28.8	36.1
0800	193	0	4	5	14	45	35	39	41	10	0	0	0	0	0	0	0	0	29.2	45.08	28.8	37.6
0900	138	0	5	6	12	38	22	28	20	5	2	0	0	0	0	0	0	0	20.1	44.20	27.2	35.6
1000	147	1	1	10	8	30	36	41	13	7	0	0	0	0	0	0	0	0	22.0	55.10	27.7	34.8
1100	146	0	1	6	11	38	35	35	10	9	1	0	0	0	0	0	0	0	19.6	52.05	27.7	34.7
1200	130	0	1	8	10	17	38	26	20	9	1	0	0	0	0	0	0	0	25.1	50.00	28.8	37.6
1300	96	0	3	3	9	13	26	28	11	2	1	0	0	0	0	0	0	0	23.8	58.33	27.9	35.0
1400	135	0	2	4	18	18	24	41	20	6	2	0	0	0	0	0	0	0	25.8	52.59	28.9	36.2
1500	107	0	1	1	5	14	19	25	33	8	0	1	0	0	0	0	0	0	28.4	57.01	31.6	38.5
1600	123	0	4	3	2	9	31	37	30	7	0	0	0	0	0	0	0	0	27.9	62.60	31.0	37.8
1700	133	0	0	6	1	7	22	26	39	31	1	0	0	0	0	0	0	0	32.1	60.15	34.0	41.0
1800	98	0	1	3	4	4	12	15	35	18	6	0	0	0	0	0	0	0	32.0	58.16	34.8	41.8
1900	88	0	0	0	1	1	12	28	22	19	4	1	0	0	0	0	0	0	28.5	56.82	35.9	42.9
2000	45	0	0	0	2	0	10	17	12	2	2	0	0	0	0	0	0	0	27.5	68.89	33.2	38.5
2100	40	0	0	2	1	3	3	10	13	5	2	0	1	0	0	0	0	0	28.1	60.00	34.0	41.1
2200	23	0	0	0	0	3	1	6	8	3	2	0	0	0	0	0	0	0	32.7	69.57	35.2	42.1
2300	17	0	0	0	0	3	2	7	3	1	1	0	0	0	0	0	0	0	29.9	58.82	32.5	40.7
07-19	1632	1	25	63	104	265	349	387	303	118	15	1	1	0	0	0	0	0	25.7	46.94	29.6	37.9
06-22	1939	1	26	73	116	288	417	466	373	149	24	4	2	0	0	0	0	0	25.7	47.55	30.0	38.1
06-00	1979	1	26	73	116	294	420	479	384	153	27	4	2	0	0	0	0	0	25.7	47.45	30.0	38.3
00-00	2091	1	31	73	122	305	440	502	405	168	36	6	2	0	0	0	0	0	25.7	46.96	30.2	38.5

Peak step 8:00 (193) AM Peak step 8:00 (193) PM Peak step 14:00 (135)

L. Thursday, May 5, 2022

Time	Total	Vbin 0 5	Vbin 5 10	Vbin 10 15	Vbin 15 20	Vbin 20 25	Vbin 25 30	Vbin 30 35	Vbin 35 40	Vbin 40 45	Vbin 45 50	Vbin 50 55	Vbin 55 60	Vbin 60 65	Vbin 65 70	Vbin 70 75	Vbin 75 100	vPace 10	Pace% 10	Mean	Vpp 85
0000	9	0	0	0	0	1	2	1	3	2	0	0	0	0	0	0	0	31.8	66.67	34.0	-
0100	11	0	0	0	0	2	1	5	1	2	0	0	0	0	0	0	0	31.4	72.73	32.9	41.0
0200	8	0	0	0	0	1	1	2	1	0	2	0	1	0	0	0	0	28.1	50.00	38.7	-
0300	8	0	0	0	0	0	1	3	2	2	0	0	0	0	0	0	0	30.8	75.00	36.1	-
0400	13	0	3	0	0	0	2	1	3	2	2	0	0	0	0	0	0	31.1	46.15	30.7	44.8
0500	44	0	1	1	3	7	10	6	3	9	2	1	1	0	0	0	0	22.1	45.45	32.0	44.4
0600	130	0	4	5	12	18	43	24	13	10	1	0	0	0	0	0	0	25.1	53.08	27.8	35.8
0700	191	0	6	11	17	36	49	36	25	7	4	0	0	0	0	0	0	21.9	51.31	27.4	36.2
0800	187	0	4	9	19	37	33	49	29	6	1	0	0	0	0	0	0	27.5	49.20	27.9	36.1
0900	144	0	4	4	4	34	37	31	26	3	1	0	0	0	0	0	0	24.4	51.39	28.4	36.4
1000	145	0	0	1	14	30	41	41	14	1	2	0	1	0	0	0	0	25.4	59.31	28.3	34.7
1100	153	0	4	5	8	26	32	55	14	9	0	0	0	0	0	0	0	23.4	57.52	28.8	35.3
1200	128	0	0	10	11	21	26	40	17	2	1	0	0	0	0	0	0	26.3	56.25	27.8	35.1
1300	134	0	1	2	17	25	35	34	13	4	2	1	0	0	0	0	0	21.2	55.97	28.1	35.0
1400	135	0	0	3	6	24	37	31	24	6	3	1	0	0	0	0	0	22.0	52.59	30.3	37.7
1500	117	0	1	2	9	11	32	29	28	3	2	0	0	0	0	0	0	29.2	57.26	30.2	38.0
1600	115	0	1	2	6	11	26	26	30	9	4	0	0	0	0	0	0	28.1	56.52	31.7	38.5
1700	123	0	0	3	9	5	21	28	38	17	1	1	0	0	0	0	0	29.9	55.28	32.8	40.2
1800	106	0	0	1	1	2	10	30	39	17	6	0	0	0	0	0	0	32.5	69.81	35.7	41.6
1900	65	0	0	0	4	2	6	21	21	7	4	0	0	0	0	0	0	28.5	66.15	34.0	41.0
2000	57	0	0	2	1	3	14	14	18	5	0	0	0	0	0	0	0	26.8	59.65	32.1	38.6
2100	35	0	0	1	1	4	3	8	12	4	1	0	1	0	0	0	0	32.7	62.86	33.7	40.9
2200	27	0	0	0	2	5	3	4	10	1	2	0	0	0	0	0	0	30.5	55.56	32.3	38.5
2300	15	0	0	1	0	0	4	6	2	1	0	1	0	0	0	0	0	25.1	66.67	32.8	39.4
07-19	1678	0	21	53	121	262	379	430	297	84	27	3	1	0	0	0	0	25.8	48.99	29.5	37.1
06-22	1965	0	25	61	139	289	445	497	361	110	33	3	2	0	0	0	0	26.6	49.16	29.7	37.3
06-00	2007	0	25	62	141	294	452	507	373	112	35	4	2	0	0	0	0	26.8	49.28	29.7	37.4
00-00	2100	0	29	63	144	305	469	525	386	129	41	5	4	0	0	0	0	26.8	48.62	29.9	37.7

Peak step 7:00 (191) AM Peak step 7:00 (191) PM Peak step 14:00 (135)

*** Friday, May 6, 2022**

Time	Total	Vbin 0 5	Vbin 5 10	Vbin 10 15	Vbin 15 20	Vbin 20 25	Vbin 25 30	Vbin 30 35	Vbin 35 40	Vbin 40 45	Vbin 45 50	Vbin 50 55	Vbin 55 60	Vbin 60 65	Vbin 65 70	Vbin 70 75	Vbin 75 100	vPace 10	Pace% 10	Mean	Vpp 85
0000	9	0	0	0	0	0	7	0	2	0	0	0	0	0	0	0	0	24.9	77.78	35.1	-
0100	8	0	0	1	0	3	1	1	0	2	0	0	0	0	0	0	0	21.5	62.50	28.7	-
0200	9	0	0	0	0	0	2	0	4	0	2	1	0	0	0	0	0	28.8	66.67	39.3	-
0300	9	0	0	0	0	1	1	3	4	0	0	0	0	0	0	0	0	29.8	77.78	33.2	-
0400	14	0	2	0	0	1	2	2	3	2	1	0	1	0	0	0	0	26.1	42.86	33.2	46.6
0500	48	0	1	1	2	11	12	8	5	5	2	1	0	0	0	0	0	20.7	52.08	29.9	40.8
0600	122	0	1	5	7	18	41	28	15	6	1	0	0	0	0	0	0	23.8	60.66	28.8	36.9
0700	192	0	3	3	15	40	49	46	31	3	2	0	0	0	0	0	0	24.0	53.13	28.4	35.6
0800	148	0	1	8	5	18	41	42	28	1	4	0	0	0	0	0	0	26.7	59.46	29.7	36.6
0900	176	0	0	0	11	41	50	46	21	5	1	1	0	0	0	0	0	23.9	56.82	29.0	35.1
1000	151	0	1	8	11	30	35	37	22	7	0	0	0	0	0	0	0	24.6	50.99	28.3	36.4
1100	117	0	4	2	8	18	25	37	16	6	0	1	0	0	0	0	0	24.8	52.99	29.1	36.9
1200	113	0	1	2	12	16	32	25	18	5	2	0	0	0	0	0	0	23.2	53.98	29.1	36.6
1300	126	0	0	4	11	21	29	37	18	5	0	1	0	0	0	0	0	27.4	53.97	29.1	36.6
1400	112	0	2	2	9	12	33	30	19	5	0	0	0	0	0	0	0	26.1	58.93	29.3	36.1
1500	110	0	0	0	6	8	28	32	31	3	1	1	0	0	0	0	0	28.3	60.91	31.9	38.4
1600	119	0	0	1	2	13	26	32	30	10	5	0	0	0	0	0	0	25.8	54.62	32.5	39.3
1700	112	0	0	0	3	6	21	28	34	17	2	1	0	0	0	0	0	29.5	58.93	34.1	41.2
1800	96	0	0	2	4	3	8	18	31	25	5	0	0	0	0	0	0	33.8	67.71	35.7	42.4
1900	78	0	0	1	1	2	8	29	21	13	3	0	0	0	0	0	0	31.3	66.67	34.9	41.2
2000	57	0	0	0	2	4	10	15	20	4	1	1	0	0	0	0	0	27.8	63.16	33.3	39.4
2100	40	0	0	0	0	4	5	4	19	6	2	0	0	0	0	0	0	32.4	65.00	35.3	40.9
2200	26	0	2	2	0	1	6	3	9	2	1	0	0	0	0	0	0	27.8	57.69	30.7	39.6
2300	21	0	0	0	0	0	1	7	10	2	1	0	0	0	0	0	0	29.9	80.95	36.2	40.3
07-19	1572	0	12	32	97	226	377	410	299	92	22	5	0	0	0	0	0	27.2	51.34	30.2	37.7
06-22	1869	0	13	38	107	254	441	486	374	121	29	6	0	0	0	0	0	27.2	51.15	30.5	38.1
06-00	1916	0	15	40	107	255	448	496	393	125	31	6	0	0	0	0	0	27.2	51.30	30.6	38.1
00-00	2013	0	18	42	109	271	466	517	409	136	36	8	1	0	0	0	0	27.2	50.92	30.6	38.2

Peak step 7:00 (192) AM Peak step 7:00 (192) PM Peak step 13:00 (126)

*** Grand Total**

Time	Total	Vbin 0 5	Vbin 5 10	Vbin 10 15	Vbin 15 20	Vbin 20 25	Vbin 25 30	Vbin 30 35	Vbin 35 40	Vbin 40 45	Vbin 45 50	Vbin 50 55	Vbin 55 60	Vbin 60 65	Vbin 65 70	Vbin 70 75	Vbin 75 100	vPace 10	Pace% 10	Mean	Vpp 85
--	6204	1	78	178	375	881	1375	1544	1200	433	113	19	7	0	0	0	0	26.8	48.48	30.2	38.1

L.

Traffic Data Service Speed Report

Datasets:

Site: [1] 600 TUNNEL AVE
Algorithm: Factory default axle (v5.02)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed range: 0 - 100 mph.
Direction: South (bound), P = North, Lane = 0-16
Scheme: Vehicle classification (Scheme F)
Units: Non metric (ft, mi, ft/s, mph, lb, ton)

Column Legend:

0 [Time] 24-hour time (0000 - 2359)
1 [Total] Number in time step
2 [Vbin] Speed bin totals
3 [vPace] Speed at start of pace
4 [Pace%] Percent in pace
5 [Mean] Average speed
6 [Vpp] Percentile speed

*** Wednesday, May 4, 2022**

Time	Total	Vbin 0	Vbin 5	Vbin 10	Vbin 15	Vbin 20	Vbin 25	Vbin 30	Vbin 35	Vbin 40	Vbin 45	Vbin 50	Vbin 55	Vbin 60	Vbin 65	Vbin 70	Vbin 75	Vbin 100	vPace 10	Pace% 10	Mean	Vpp 85
0000	5	0	0	0	0	0	0	0	1	1	3	0	0	0	0	0	0	0	34.8	80.00	39.9	-
0100	2	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	26.6	100.0	32.4	-
0200	2	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	5.2	50.00	23.1	-
0300	5	0	0	0	1	3	0	1	0	0	0	0	0	0	0	0	0	0	14.0	80.00	23.1	-
0400	14	0	0	0	0	2	6	2	3	1	0	0	0	0	0	0	0	0	30.4	64.29	36.6	44.3
0500	66	0	1	2	1	10	15	15	17	5	0	0	0	0	0	0	0	0	26.2	50.00	31.1	39.1
0600	73	0	0	1	3	8	25	14	13	4	4	0	1	0	0	0	0	0	26.3	63.01	31.4	37.1
0700	94	0	0	0	7	14	28	25	16	4	0	0	0	0	0	0	0	0	25.3	58.51	29.5	37.7
0800	107	0	0	4	11	18	28	28	12	4	2	0	0	0	0	0	0	0	25.2	55.14	28.5	35.2
0900	96	0	2	4	7	13	26	28	13	3	0	0	0	0	0	0	0	0	26.2	58.33	28.3	35.7
1000	106	0	1	6	4	17	36	33	7	2	0	0	0	0	0	0	0	0	24.3	67.92	27.9	33.4
1100	73	0	0	4	5	12	30	15	5	2	0	0	0	0	0	0	0	0	23.5	67.12	27.5	33.4
1200	50	0	0	2	4	10	11	12	9	2	0	0	0	0	0	0	0	0	22.3	50.00	28.8	36.0
1300	70	0	0	2	2	9	26	16	9	4	2	0	0	0	0	0	0	0	24.1	62.86	30.0	37.1
1400	47	0	0	2	3	8	19	9	6	0	0	0	0	0	0	0	0	0	23.1	61.70	27.6	34.4
1500	62	0	2	0	7	3	16	14	9	11	0	0	0	0	0	0	0	0	25.3	50.00	30.9	41.2
1600	43	0	0	1	1	3	8	9	18	2	1	0	0	0	0	0	0	0	29.4	67.44	32.8	38.1
1700	32	0	0	0	1	1	6	7	7	6	3	1	0	0	0	0	0	0	29.2	50.00	35.7	43.4
1800	52	0	0	1	2	3	12	12	11	10	1	0	0	0	0	0	0	0	27.0	59.62	32.7	40.9
1900	36	0	0	1	2	7	13	9	3	1	0	0	0	0	0	0	0	0	23.9	69.44	28.2	34.1
2000	25	0	0	1	0	5	8	7	2	2	0	0	0	0	0	0	0	0	21.3	64.00	29.4	37.5
2100	12	0	0	0	2	2	4	4	0	0	0	0	0	0	0	0	0	0	23.4	66.67	26.8	33.3
2200	6	0	0	0	1	2	1	1	0	0	1	0	0	0	0	0	0	0	21.9	66.67	28.1	-
2300	3	0	0	0	0	1	1	0	0	1	0	0	0	0	0	0	0	0	19.3	66.67	31.4	-
07-19	832	0	5	26	54	111	246	208	122	50	9	1	0	0	0	0	0	0	25.3	55.17	29.5	36.9
06-22	978	0	5	29	61	133	296	242	140	57	13	1	1	0	0	0	0	0	25.4	55.52	29.5	36.9
06-00	987	0	5	29	62	136	298	243	140	58	14	1	1	0	0	0	0	0	25.4	55.32	29.5	36.9
00-00	1081	0	6	31	65	149	316	267	161	69	15	1	1	0	0	0	0	0	26.3	54.39	29.7	37.1

Peak step 8:00 (107) AM Peak step 8:00 (107) PM Peak step 13:00 (70)

L.

Thursday, May 5, 2022

Time	Total	Vbin 0 5	Vbin 5 10	Vbin 10 15	Vbin 15 20	Vbin 20 25	Vbin 25 30	Vbin 30 35	Vbin 35 40	Vbin 40 45	Vbin 45 50	Vbin 50 55	Vbin 55 60	Vbin 60 65	Vbin 65 70	Vbin 70 75	Vbin 75 100	vPace 10	Pace% 10	Mean	Vpp 85
0000	4	0	0	0	0	0	1	2	0	1	0	0	0	0	0	0	0	23.4	75.00	33.6	-
0100	7	0	0	0	0	0	1	0	4	2	0	0	0	0	0	0	0	27.2	85.71	32.1	-
0200	2	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	18.9	100.0	26.6	-
0300	5	0	0	0	1	3	1	0	0	0	0	0	0	0	0	0	0	14.4	80.00	22.2	-
0400	17	0	3	0	1	0	1	3	6	3	0	0	0	0	0	0	0	33.9	64.71	31.2	41.3
0500	58	0	0	1	4	10	18	9	11	3	1	1	0	0	0	0	0	25.8	51.72	29.6	36.7
0600	79	0	1	7	4	13	17	21	8	6	2	0	0	0	0	0	0	25.1	50.63	28.5	37.0
0700	93	0	0	1	8	19	28	22	12	2	0	1	0	0	0	0	0	22.6	61.29	28.8	35.8
0800	97	0	0	4	8	20	27	25	10	3	0	0	0	0	0	0	0	22.8	60.82	27.9	34.5
0900	102	0	4	4	4	20	31	27	10	2	0	0	0	0	0	0	0	22.1	64.71	27.4	34.0
1000	94	0	0	3	8	17	31	25	9	1	0	0	0	0	0	0	0	24.2	62.77	27.8	33.9
1100	89	0	1	5	8	12	26	28	9	0	0	0	0	0	0	0	0	24.6	64.04	27.6	34.3
1200	63	0	0	0	6	18	22	7	8	1	0	1	0	0	0	0	0	19.8	65.08	27.4	37.0
1300	54	0	0	1	1	6	19	18	7	2	0	0	0	0	0	0	0	23.3	68.52	29.7	35.6
1400	55	0	0	0	3	7	19	17	9	0	0	0	0	0	0	0	0	22.4	67.27	29.4	35.5
1500	52	0	1	1	1	7	15	15	8	3	1	0	0	0	0	0	0	25.3	59.62	30.1	36.8
1600	50	0	1	4	2	5	16	10	11	1	0	0	0	0	0	0	0	24.6	52.00	28.7	36.7
1700	42	0	0	0	2	5	7	13	12	3	0	0	0	0	0	0	0	27.2	66.67	31.7	37.1
1800	46	0	0	0	1	3	15	13	13	1	0	0	0	0	0	0	0	26.9	71.74	31.2	36.7
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2200	5	0	0	0	1	2	0	2	0	0	0	0	0	0	0	0	0	13.4	60.00	26.1	-
2300	2	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	6.3	50.00	25.0	-
07-19	837	0	7	23	52	139	256	220	118	19	1	2	0	0	0	0	0	22.9	58.90	28.6	35.5
06-22	985	0	8	31	61	160	297	262	134	27	3	2	0	0	0	0	0	22.9	57.97	28.7	35.5
06-00	992	0	8	31	63	162	297	265	134	27	3	2	0	0	0	0	0	22.9	57.66	28.6	35.5
00-00	1085	0	11	32	69	177	319	283	153	34	4	3	0	0	0	0	0	22.9	56.22	28.7	35.8

Peak step 9:00 (102) AM Peak step 9:00 (102) PM Peak step 12:00 (63)

* Friday, May 6, 2022

Time	Total	Vbin 0 5	Vbin 5 10	Vbin 10 15	Vbin 15 20	Vbin 20 25	Vbin 25 30	Vbin 30 35	Vbin 35 40	Vbin 40 45	Vbin 45 50	Vbin 50 55	Vbin 55 60	Vbin 60 65	Vbin 65 70	Vbin 70 75	Vbin 75 100	vPace 10	Pace% 10	Mean	Vpp 85
0000	4	0	1	0	1	0	0	0	1	1	0	0	0	0	0	0	0	8.1	50.00	27.1	-
0100	2	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	31.1	100.0	37.5	-
0200	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	31.6	100.0	41.6	-
0300	6	0	0	0	1	4	1	0	0	0	0	0	0	0	0	0	0	18.5	100.0	22.6	-
0400	18	0	1	0	0	3	1	4	3	4	2	0	0	0	0	0	0	32.4	50.00	33.4	42.9
0500	48	0	0	0	0	4	11	14	13	3	1	2	0	0	0	0	0	28.2	60.42	33.4	38.9
0600	84	0	0	5	9	18	22	20	7	1	1	0	1	0	0	0	0	23.5	58.33	27.2	33.6
0700	100	0	0	4	16	23	28	16	8	4	1	0	0	0	0	0	0	20.7	53.00	26.7	34.3
0800	99	1	0	2	8	19	38	20	9	2	0	0	0	0	0	0	0	21.8	64.65	27.3	33.3
0900	88	0	0	1	4	24	31	21	7	0	0	0	0	0	0	0	0	22.8	70.45	27.4	32.8
1000	72	0	0	8	4	12	22	15	10	1	0	0	0	0	0	0	0	24.4	59.72	27.3	35.0
1100	77	1	1	6	3	10	28	18	9	0	0	0	1	0	0	0	0	24.4	62.34	27.5	34.4
1200	58	0	0	1	6	5	25	12	5	2	1	1	0	0	0	0	0	23.5	67.24	28.9	35.6
1300	59	0	1	0	0	9	20	20	8	1	0	0	0	0	0	0	0	24.1	67.80	29.6	35.5
1400	68	0	0	0	2	12	22	22	4	4	0	2	0	0	0	0	0	23.3	75.00	30.1	35.0
1500	51	0	0	0	4	8	12	12	13	2	0	0	0	0	0	0	0	22.9	54.90	30.2	37.3
1600	46	0	1	2	1	5	6	10	16	4	1	0	0	0	0	0	0	30.8	58.70	31.9	39.1
1700	43	0	0	1	2	4	8	17	5	3	3	0	0	0	0	0	0	24.8	60.47	32.0	40.1
1800	46	0	0	0	0	4	15	20	5	1	1	0	0	0	0	0	0	25.4	80.43	31.0	35.0
1900	29	0	0	0	1	6	9	6	5	1	1	0	0	0	0	0	0	22.3	62.07	30.0	38.0
2000	21	0	0	0	1	6	3	7	4	0	0	0	0	0	0	0	0	24.4	66.67	29.4	35.7
2100	14	0	0	1	0	3	3	5	2	0	0	0	0	0	0	0	0	22.5	78.57	28.0	34.7
2200	6	0	1	0	0	0	0	0	5	0	0	0	0	0	0	0	0	29.5	83.33	32.6	-
2300	11	0	0	0	0	0	2	4	2	2	1	0	0	0	0	0	0	30.8	72.73	34.8	41.9
07-19	807	2	3	25	50	135	255	203	99	24	7	3	1	0	0	0	0	23.3	59.48	28.7	35.5
06-22	955	2	3	31	61	168	292	241	117	26	9	3	2	0	0	0	0	23.3	59.48	28.6	35.4
06-00	972	2	4	31	61	168	294	245	124	28	10	3	2	0	0	0	0	23.3	59.05	28.7	35.6
00-00	1051	2	6	31	63	179	307	264	141	38	13	5	2	0	0	0	0	23.3	57.66	29.0	36.1


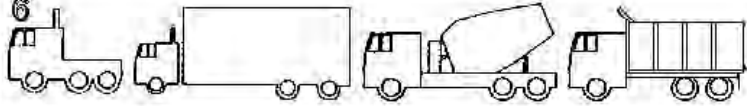
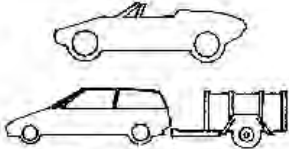
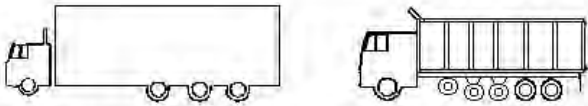
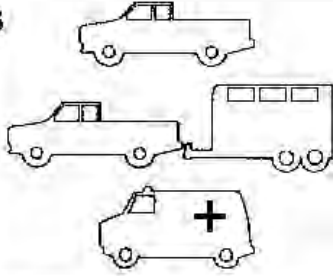
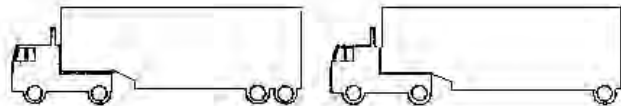
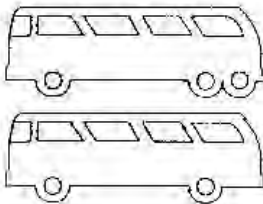
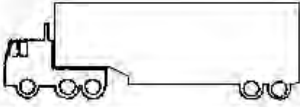
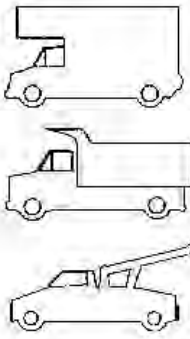
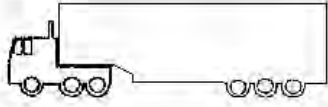
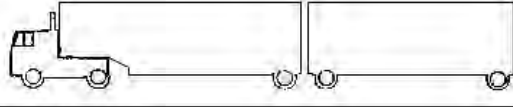
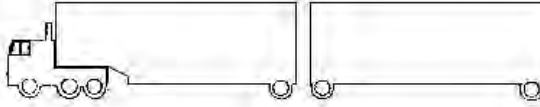
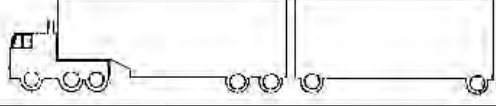
Peak step 7:00 (100) AM Peak step 7:00 (100) PM Peak step 14:00 (68)

* Grand Total

Time	Total	Vbin 0 5	Vbin 5 10	Vbin 10 15	Vbin 15 20	Vbin 20 25	Vbin 25 30	Vbin 30 35	Vbin 35 40	Vbin 40 45	Vbin 45 50	Vbin 50 55	Vbin 55 60	Vbin 60 65	Vbin 65 70	Vbin 70 75	Vbin 75 100	vPace 10	Pace% 10	Mean	Vpp 85
--	3217	2	23	94	197	505	942	814	455	141	32	9	3	0	0	0	0	24.5	55.27	29.1	36.2

Attachment C: Tunnel Avenue Hourly Volume Data

Attachment E - FHWA Vehicle Classification Scheme

1  MOTORCYCLES	6  THREE AXLE, SINGLE UNIT
2  PASSENGER CARS	7  FOUR OR MORE AXLE, SINGLE UNIT
3  FOUR TIRE, SINGLE UNIT	8  FOUR OR LESS AXLE, SINGLE TRAILER
4  BUSES	9  FIVE-AXLE, SINGLE TRAILER
5  TWO AXLE, SIX TIRE SINGLE UNIT	10  SIX OR MORE AXLE, SINGLE TRAILER
	11  FIVE OR LESS AXLE, MULTI-TRAILER
	12  SIX AXLE, MULTI-TRAILER
	13  SEVEN OR MORE AXLE, MULTI-TRAILER

- Class 1- **Motorcycles:** All two- or three-wheeled motorized vehicles. Typical vehicles in this category have saddle type seats and are steered by handle bars rather than wheels. This category includes motorcycles, motor scooters, mopeds, motor-powered bicycles, and three-wheeled motorcycles.
- Class 2- **Passenger Cars:** All sedans, coupes, and station wagons manufactured primarily for the purpose of carrying passengers and including those passenger cars pulling recreational or other light trailers.
- Class 3- **Other Two-Axle, Four-Tire, Single Unit Vehicles:** All two-axle, four-tire, vehicles other than passenger cars. Included in this classification are pickups, panels, vans, and other vehicles such as campers, motor homes, ambulances, hearses, carryalls, and minibuses. Other two-axle, four-tire single unit vehicles pulling recreational or other light trailers are included in this classification.
- Class 4- **Buses:** All vehicles manufactured as traditional passenger-carrying buses with two axles and six tires or three or more axles. This category includes only traditional buses (including school buses) functioning as passenger-carrying vehicles. Modified buses should be considered to be trucks and be appropriately classified.
- Note:** In reporting information on trucks the following criteria should be used:
- a. Truck tractor units traveling without a trailer will be considered single unit trucks.
 - b. A truck tractor unit pulling other such units in a "saddle mount" configuration will be considered as one single unit truck and will be defined only by axles on the pulling unit.
 - c. Vehicles shall be defined by the number of axles in contact with the roadway. Therefore, "floating" axles are counted only when in the down position.
 - d. The term "trailer" includes both semi- and full trailers.
- Class 5- **Two-Axle, Six-Tire, Single Unit Trucks:** All vehicles on a single frame including trucks, camping and recreational vehicles, motor homes, etc., having two axles and dual rear wheels.
- Class 6- **Three-axle Single unit Trucks:** All vehicles on a single frame including trucks, camping and recreational vehicles, motor homes, etc., having three axles.
- Class 7- **Four or More Axle Single Unit Trucks:** All trucks on a single frame with four or more axles.
- Class 8- **Four or Less Axle Single Trailer Trucks:** All vehicles with four or less axles consisting of two units, one of which is a tractor or straight truck power unit.
- Class 9- **Five-Axle Single Trailer Trucks:** All five-axle vehicles consisting of two units, one of which is a tractor or straight truck power unit.
- Class 10- **Six or More Axle Single Trailer Trucks:** All vehicles with six or more axles consisting of two units, one of which is a tractor or straight truck power unit.
- Class 11- **Five or Less Axle Multi-Trailer Trucks:** All vehicles with five or less axles consisting of three or more units, one of which is a tractor or straight truck power unit.
- Class 12- **Six-Axle Multi-Trailer Trucks:** All six-axle vehicles consisting of three or more units, one of which is a tractor or straight truck power unit.
- Class 13- **Seven or More Axle Multi-Trailer Trucks:** All vehicles with seven or more axles consisting of three or more units, one of which is a tractor or straight truck power unit.

City of Brisbane

Planning Commission Agenda Report

TO: Planning Commission For the Meeting of 04/14/2022

SUBJECT: **Modification of Interim Use Permit 2021-UP-3; 600 Tunnel Avenue;** C-1 Commercial District (Baylands); allowing for continued staging of up to 90 Google Commuter buses on an approximately 3-acre vacant site on the Baylands; Eric Aronsohn, applicant; Oyster Point Properties Inc, applicant/owner. Alternatively, consider revocation of Interim Use.

REQUEST: Modification of Interim Use Permit 2021-UP-3 is requested by the property owner Oyster Point Properties, Inc. on behalf of Google to allow for the continued utilization of the subject site as a staging site for up to 90 Google buses for transporting Google employee commuters. The requested modification is to the scheduling of bus trips.

During its March 10, 2022 meeting, the Planning Commission indicated that it would consider modifying the interim use permit, if the applicant submitted an application for modification. Alternatively, the Commission would consider revoking the interim use permit. Both options are before the Planning Commission at tonight's hearing.

RECOMMENDATION: Conditionally approve modification of Interim Use Permit 2021-UP-3, via adoption of Resolution 2021-UP-3-M with Exhibit A containing the findings and conditions of approval.

ENVIRONMENTAL DETERMINATION: This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per Section 15301 of the CEQA Guidelines. The exceptions to this categorical exemption, referenced in Section 15300.2, do not apply.

APPLICABLE CODE SECTIONS: Brisbane Municipal Code Chapter 17.41 establishes procedures and required findings for the approval of interim uses in the Baylands subarea. Required findings are set forth in BMC Section 17.41.060. Interim use permit revocation procedures are provided in BMC Section 17.41.100.

BACKGROUND:

Interim Use Permit 2021-UP-3 was approved on November 16th, 2021 and was a renewal of Interim Use Permit UP-4-19, at the end of its 2-year term. The approved interim use permit allows for parking of 90 Google commuter buses, to serve Google employees. During the public hearing in November 2021, concerns were raised about certain of Google's operations and whether those operations complied with the permit. Two operational concerns were raised. One was whether bus movements were in compliance with the schedule provided by Google and the second was whether some of the buses were using the roadway south of the site, instead of all

buses coming and going along the northbound route. A condition of approval was included, both in the original approval in 2019 and in the 2021 renewal, which prohibits bus trips south of the site and so all trips are required to be to and from the north.

At the time of approval of the renewal on November 16, 2021, the Commission added a condition of approval that Google was to monitor bus movements and provide a report to staff, for presentation to the Commission after another 90-days of operation. The report was presented to the Planning Commission on March 10, 2022. An additional report of bus movements has since been provided by Google for the month of February. These four months of reports, from November 2021 through February 2022, are provided in Attachment D.

The reporting for the four months showed that out of a total of 8,270 trips, 14 of them were on the southern route. The most recent, February 2022 report showed that out of a total of 2,066 trips, only two trips were on the southern route. These were attributed to training issues with new bus drivers.

Additionally, the original use permit application included information outlining the expected hours of operation. However, operational hour limitations were not established as project conditions of approval. Nevertheless, the bus trip data provided by the applicant showed that a number of buses were running during midday hours, outside the operational hours stated in the application materials. Google attributed this to changes in its employees' needs following the onset of the COVID-19 pandemic in early 2020 and that its requested schedule to include midday hours was not accurately updated for the 2021 renewal application to capture those actual needs. During the March 10th meeting, in response to the Commission's questions, Google's representative indicated that practically it would not be able to comply with the schedule provided at the time of the original application but requested flexibility in the operational times.

During the meeting of March 10th, the Planning Commission directed staff to schedule a hearing on revocation of the permit. At the same time, the Commission indicated that it would consider a request by the applicant to modify the permit, to fit its actual operations.

On March 25th, the applicant submitted an application for modification of the Interim Use Permit.

REQUESTED MODIFICATION

Time of Day for Scheduling Bus Trips

The applicant has provided an updated project description, including a revised estimated schedule of bus trips, which is included as Attachment B. The revised schedule does not increase the number of vehicle trips per day, but it spreads the trips over a longer period by utilizing mid-day hours. In essence, the concentration of trips to the early morning and evening hours would be reduced. Also, the bus count is noted as currently being 58, for approximately 116 trips (one out and one in each day). That is projected to eventually increase to the previously approved maximum count of 90 buses, for a total of 180 bus trips per day, as in-office usage by Google employees increases over time. The applicant has noted that these trip numbers, by time of day, are intended as average estimates and requests flexibility as Google's needs may vary somewhat over time,

within the general operational parameters being between 4 am to 10 pm, with most trips occurring after 5 am and before 9 pm.

Directional Routing

The applicant has not requested a change in the standard of routing buses to and from the north. They noted in the attached project description, *“Travel south on Tunnel Ave is prohibited. Signage is posted to this effect, however, as travel data shows there are rare instances of buses traveling south which is attributed to inadvertent and unintended human error, primarily due to new or substitute driver activity. We are requesting a small degree of flexibility to account for these errors which will be reported out as part of our regular data submissions to the City.”*

ANALYSIS AND FINDINGS: There are two sets of findings for the Commission to consider. The first set is the standard interim use permit findings under BMC Sections 17.41.060.A-F, as were made on November 16, 2021; these findings would support the modification requested. Alternatively, the Commission may deny the modified application and instead make the required finding to revoke Interim Use Permit 2021-UP-3. Staff is recommending the Commission approve the requested modification and adopt Resolution 2021-UP-3-M that reflects staff’s recommendation (Attachment A)

Staff consulted with the City Engineer and the Police Department to determine whether either had concerns with continuation of the use with the proposed modification to the schedule and both responded that they did not. The City Engineer noted that the use of buses is needed to keep single occupant vehicles off the roads. He also indicated that the occasional errant buses traveling south of the site are not concerning. However, he indicated that knowing how to distinguish between these occasional trips and problematic use of the southern portion of Tunnel Ave may be difficult. Based on anecdotal accounts during the Planning Commission’s previous meetings and Google’s own accounts, it appears that the events have been the rare exception, at less than one-tenth of one percent for the four-month period and even less for the last two months. This appears to reflect Google’s commitment to better communicate with new drivers to prevent the southern trips.

Although not recommended by staff, should the Planning Commission choose to adopt a zero-tolerance position on southern bus trips, that would be the basis for revocation, versus time-of-day trips, since prohibiting trips south was a condition of approval. This is reflected in the alternative draft Resolution 2021-UP-3-R (Attachment B).

Regarding time-of-day operations, with the original application, staff had requested the time-of-day scheduling/trip counts to characterize the use and that was provided by Google for presentation to the Commission with both the 2019 and 2021 applications. However, the time of day for bus trips was not intended to reflect an outright prohibition on any trips outside Google’s submitted schedule, but rather to characterize typical operations. Google’s requested changes in operations aside for a moment, it would be difficult if not impossible for Google to comply with a fixed schedule of when buses would be operating, given the uncertainty of traffic conditions on the roads. Thus, there was not a condition of approval outright prohibiting certain time-of-day operations. Conversely, one would expect an applicant to generally comply with its provided schedule, or request modifications in advance. In essence, operations that are significantly outside the proposed schedule should be the exception and not the norm.

Google, during the March 10th meeting, indicated that it was unable to comply with the schedule that it provided last Fall and has now provided a revised schedule for the Commission's consideration. As they noted, in the description, Google intends that the trips be considered an average and have requested some flexibility there as well. It should be noted that the proposed revised schedule allows for the vehicle trips to be spread through the daytime hours. This should be less impactful on local traffic by spreading the bus trips over a longer period each day.

Adding to the City Engineer's comment about keeping single occupant vehicles off the road, Google has indicated that each bus has a rider capacity of 68 people. Assuming these riders would otherwise be in single occupant vehicles, at the maximum capacity of 90 buses, this could theoretically remove over 6,000 single occupant vehicles from the roadways on a given day. While one would not anticipate this maximum capacity on a daily basis, the public benefits for this use are substantial.

The project, including the conditions of approval, would meet the findings required to grant the requested modification.

Interim Use Permit Findings

- a) The interim use will not be detrimental to the public health, safety or welfare, or injurious to nearby properties or improvements;
- b) the interim use will not create any significant environmental impacts;
- c) the interim use will not obstruct redevelopment;
- d) all required public utilities and other infrastructure are or will be available;
- e) the use will benefit the property and/or the public;
- f) encourage the employment of Brisbane residents to the extent it is reasonably possible to do so.

The revocation provisions for interim use permits are established in BMC Section 17.41.100, which states that, "*An interim use permit may be revoked upon a determination by the authority granting the original permit (either the planning commission or the city council) that the holder of such permit has failed to comply with any of the conditions thereof or has violated any applicable provision of this title.* " In this case, that authority is the Planning Commission.

If the Commission decides that the findings for a modified Interim Use Permit that are outlined above cannot be made, the Commission may instead choose to revoke Interim Use Permit 2021-UP-3. This would be based on the determination (or finding) that Google failed to comply with Condition 4, which states, "*Routing of Google buses shall be to and from the north along Tunnel Ave and Beatty Ave to connect to U.S. 101. Buses shall not use Tunnel Avenue south of the site.*"

While the Planning Commission has previously indicated concerns over non-compliance with the time-of-day routing, given that this was not a stated condition of approval, a finding for revocation

should be focused specifically on the prohibition on using Tunnel Ave south of the site, should the requested modification be denied.

If the Commission approves the proposed modification, the findings and conditions of approval are provided with the attached resolution and remain largely unchanged from the previous approval. Note that the condition regarding reporting bus movements to the Commission after the first 90 days has been removed. Google will still be required to provide monthly reports on bus movements to staff.

Finally, per the conditions of approval, as carried forward from interim use permit 2021-UP-3 in 2021, the permit is set to expire in 8 months, on November 23rd, 2022, unless that expiration date is also modified by the Commission. A decision of the Planning Commission to either approve the requested modification to the Interim Use Permit or deny the modification and revoke the permit may be appealed to City Council.

ATTACHMENTS:

- A. ~~Draft Resolution 2021-UP-3-M~~
 - B. ~~Draft Resolution 2021-UP-3-R~~
 - C. Google's revised project description
 - D. ~~Route Map~~
 - E. Googles bus routing reports (November 2021 – February 2022)
 - F. ~~November 16, 2021 Agenda Report~~
 - G. ~~Adopted Resolution 2021-UP-3~~
- Removed items have been superseded or provided elsewhere.

Ken Johnson

Ken Johnson, Senior Planner

John Swiecki

John Swiecki, Community Development Director

Project Description - Google Shuttle Bus Parking

March 25, 2022

Sunquest Properties in partnership with Google is requesting a modification to its Interim Use for 3-acres (130,680 sf of land) ("**Site**") currently operating as a bus parking location for Google.

The tenant, Google, is a leading global technology company with tens of thousands of employees based locally. Google is headquartered in Mountain View, CA with offices in San Francisco, San Bruno, and Sunnyvale. With employees and offices spread across the region, the Google Bus operation has become a major component of the **company's strategy for managing their workforce's transportation needs. The Google Bus operation also supports the** Companies efforts to reduce congestion and emissions caused by single-occupant cars, especially during peak commuting times.

The Google Bus, also known as "**GBus**", **program has expanded its operation** and in 2018, provided more than 4 million rides – picking up at 262 shuttle stops across nine Bay Area Counties. In aggregate, the shuttle program has helped Google employees avoid over 100 million vehicle miles per year.

The Brisbane location is ideal for the use given its central location and convenient and direct access to 101 and other regional highways. GBuses will be able to come and go with the least amount of impact on local commuters due to the near-by on and off ramps which puts buses on the highway, in route to their shuttle stops in 2-5 minutes.

FACILITY OPERATION AND VEHICLE ROUTING

Since initial approval of the use permit in 2019, the Covid-19 Pandemic has dramatically changed the office work **day. As the entire business community adjusts to the "hybrid" work environment, we also require flexibility in the use** of the lot to accommodate this new and evolving environment.

Monday-Friday

- Up to 90 buses may be parked at any given time. The peak parking demand time is overnight from 10:00pm to 5:00am.
- Normal Operations:
 - On average, buses leave the site starting at 5:00am and return before 10:00pm
 - On average buses are parked from around 10:00 pm to 5:00am.
 - Up to 90 buses will be parked overnight until the shift begins at 5am the following day.
 - In rare instances, light maintenance may need to occur and this would include battery jump starts, emergency tire repair, etc.
 - Up to 90 personal vehicles to be parked when buses are in service. Personal vehicles would belong to bus drivers and other support staff

Saturday-Sunday and holidays:

- Up to 90 buses may be parked at any given time
- A minimal number of trips may happen on weekends, holidays, and overnight for unanticipated maintenance and operational needs.

Routing:

- Routing to/from the lot will continue to be via north on Tunnel Ave and Beatty Ave.
- Travel south on Tunnel Ave is prohibited. Signage is posted to this effect, however, as travel data shows there are rare instances of busses travelling south which is attributed to inadvertent and unintended human error, primarily due to new or substitute driver activity. We are requesting a small degree of flexibility to account for these errors which will be reported out as part of our regular data submissions to the City.

For additional clarity, below illustrates current activity and a projection for future activity starting from when Google has announced their return to office starting in early April with a notable decline in midday trips. As noted earlier, flexibility of the distribution of trips is subject to change based on hybrid and evolving work schedules. Changes will be communicated through required monthly trip data reporting.

	Current (~58 buses)		Max Capacity (90 buses)	
Time Periods	Percent of Trips	Avg Trips Per Day	Percent of Trips	Avg Trips Per Day
12:00am - 03:59am	0%	0	0%	0
04:00am - 05:59am	2%	2	10%	18
06:00am - 08:59am	28%	33	35%	63
09:00am - 11:59am	21%	24	5%	9
12:00pm - 02:59pm	12%	14	5%	9
03:00pm - 05:59pm	22%	25	10%	18
06:00pm - 08:59pm	14%	16	32%	58
09:00pm - 09:59pm	2%	2	3%	5
10:00pm - 11:59pm	0%	0	0%	0
		116		180

ON-SITE PERSONNEL

There shall be no permanent on-site personnel. Google will utilize a contracted security officer, who monitors and patrols the Companies assets in South San Francisco and San Bruno.

VEHICLE MAINTENANCE

There will be absolutely no vehicle maintenance, other than emergency needs, performed on this site. Bathrooms will be pumped out at an offsite facility.

FENCING, SECURITY, AND SITE LAYOUT

Perimeter fencing as shown in the site plan has been installed and requires little maintenance. A manually operated security gate is located at both the entrance and the exit which is locked by the last driver nightly. Lighting and security cameras are located on the site for additional security. Lighting is on timers which are adjusted regularly to limit their light pollution impacts, only being in use when drivers are on site. Gates servicing the site from Tunnel Avenue are setback to allow busses to fully pull off the road without causing traffic.

GRADING

Grading work is complete and is being maintained on a regular basis to ensure safe and minimally impactful operations.

February 2022																					
Trip Data																					
	2/1/22	2/2/22	2/3/22	2/4/22	2/7/22	2/8/22	2/9/22	2/10/22	2/11/22	2/14/22	2/15/22	2/16/22	2/17/22	2/18/22	2/21/22	2/22/22	2/23/22	2/24/22	2/25/22	2/28/22	Total
5:00	1	1	1	1	2	2	2	2	2	2	2	1	2	2		2	1	1	2	1	30
6:00	13	9	10	11	10	11	11	9	10	13	11	12	10	9		9	12	11	10	11	202
7:00	13	15	18	20	17	16	19	20	16	16	16	16	18	19		16	16	19	16	16	322
8:00	6	6	3	4	4	3	3	4	4	4	5	6	3	6		7	4	4	4	4	84
9:00	11	15	13	12	12	10	13	8	12	17	9	7	12	12		8	11	9	12	13	216
10:00	3	7	6	4	4	5	6	9	8	3	7	9	6	5		8	6	12	7	5	120
11:00	3	4	3	4	1	2	4	3	2	4	5	4	3	3		5	2	6	1	5	64
12:00	1			1		4	2	3	3	2	1	1	2	1	1		1		3	1	27
13:00	3	3	3	1	2	4	3	3	1	2	5	4	4	5	1	6	4	5	1	4	64
14:00	12	12	12	10	9	9	11	10	13	10	10	9	10	11	1	14	11	9	10	7	200
15:00	6	7	7	6	10	7	8	7	6	8	5	5	6	5		5	7	5	6	6	122
16:00	3	8	3	6	6	6	6	7	7	6	8	5	4	5	1	5	4	5	5	6	106
17:00	13	10	13	15	15	13	11	13	16	11	10	15	9	16		14	15	13	11	15	248
18:00	11	10	11	8	10	11	12	10	8	14	11	9	15	5		10	10	8	11	9	193
19:00	3	3	3	1	1	2	3	3	2	1	2	4	3	3	1	2	2	4	3	2	48
20:00	1	1	1	1	1	1	1	1	1	1	2	1	1	1		1	1	1	1	1	20
Total	103	111	107	105	104	106	115	112	111	114	109	108	108	108	5	112	107	112	103	106	
Routing Violations																					
Date/Time	Bus ID	Location					Description														
2022-02-21 17:39:04	397	Tunnel Ave and Lagoon Rd - South					Non-Brisbane based driver covering run														
2022-02-28 11:33:18	217	Tunnel Ave and Lagoon Rd - South					Non-Brisbane based driver covering run														

L.

[illegible]

December 2021																					
Trip Data																					
	12/1/2021	12/2/2021	12/3/2021	12/6/22	12/7/22	12/8/22	12/9/22	12/10/22	12/13/22	12/14/22	12/15/22	12/16/22	12/17/22	12/20/22	12/21/22	12/22/22	12/23/22	12/28/22	12/29/22	12/30/22	Total
5:00	4	2	2	3	3	4	4	3	4	2	4	2							1		38
6:00	21	20	20	17	21	18	17	14	14	21	17	20		8	10	8	9	9	7	10	281
7:00	13	17	17	17	16	15	17	19	16	18	17	18		14	13	16	16	17	17	16	309
8:00	7	7	7	5	6	7	4	3	7	7	9	9	3	6	4	5	8	4	8	6	122
9:00	11	9	8	6	7	7	6	8	7	8	5	6		10	12	8	8	7	9	6	148
10:00	4	5	3	6	6	4	5	2	1	4	9	4	1	3	8	7	5	2	3	5	87
11:00	2		1	0		1		1	5			4	1	1	2	3		1		7	29
12:00	1	1		2				0	1	2		1			2		2		1	1	14
13:00	1		1		1	2	1			1	2	1			1	2	3	3	5	2	26
14:00	3	4	2	3	5	2	1	2	3	3	5	2	1	13	9	9	9	8	6	7	97
15:00	7	6	8	6	7	9	7	5	6	7	5	3		3	4	6	5	4	5	5	108
16:00	8	5	6	8	6	5	5	7	6	8	5	10		7	7	11	12	9	9	9	143
17:00	15	8	12	12	8	9	10	10	9	11	11	6	1	12	11	10	13	12	11	10	201
18:00	10	15	16	16	16	19	19	15	18	18	16	19		9	7	5	5	5	4	5	237
19:00	12	11	6	7	8	8	10	6	8	5	10	7			2	1		1	2	1	105
20:00	1	2	2	0	2	1	2	2	1	1	2	2		1	1	1	1	1	1	1	25
Total	120	112	111	108	112	111	108	97	106	116	117	114	7	87	93	92	96	83	89	91	
Routing Violations																					
Date/Time	Bus ID	Location					Description														
2021-12-06 10:31:25	268	Tunnel Ave and Lagoon Rd - South					Non-Brisbane based driver covering run														
2021-12-10 20:11:00	322	Tunnel Ave and Lagoon Rd - South					Non-Brisbane based driver covering run														
2021-12-13 10:56:08	309	Tunnel Ave and Lagoon Rd - South					Non-Brisbane based driver covering run														
2021-12-15 9:58:43	367	Tunnel Ave and Lagoon Rd - South					Non-Brisbane based driver covering run														
2021-12-28 14:42:40	319	Tunnel Ave and Lagoon Rd - South					Non-Brisbane based driver covering run														

November 2021																						
Trip Data																						
	11/1/21	11/2/21	11/3/21	11/4/21	11/5/21	11/8/21	11/9/21	11/10/21	11/11/21	11/12/21	11/15/21	11/16/21	11/17/21	11/18/21	11/19/21	11/22/21	11/23/21	11/24/21	11/29/21	11/30/21	Total	
4:00									1												1	
5:00	3	3	4	4	4	3	4	4	4	4	3	5	3	4	4	1	1	2	1	2	63	
6:00	21	19	21	18	19	21	19	19	20	21	18	21	19	20	21	8	10	10	17	20	362	
7:00	11	14	15	13	19	11	13	13	15	16	13	14	14	16	13	19	15	17	19	15	295	
8:00	7	6	6	9	4	6	6	7	7	8	9	10	6	5	4	4	1	5	5	8	123	
9:00	6	8	3	4	8	11	8	6	8	6	9	7	6	8	11	8	4	5	11	11	148	
10:00	2	5	9	7	8	3	6	5	6	8	4	6	4	8	9	5	4	4	4	2	109	
11:00	3	2	1	1		1	2				1	2	2	2	2	1	2	2	1	1	26	
12:00			2	1		1				1	1	1	1		1	1		3			13	
13:00				1	3			1	1							2	3	1	2	2	16	
14:00	3	4	2	4	4	2	3	4	4	5	2	4	3	3	3	4	5	4	4	3	70	
15:00	7	9	8	8	6	7	12	8	9	8	8	10	9	8	8	6	7	7	7	5	157	
16:00	6	6	4	6	7	7	5	4	6	5	14	5	4	9	10	6	3	5	8	7	127	
17:00	14	12	13	11	10	11	11	11	11	13	9	13	13	8	9	8	9	11	10	12	219	
18:00	10	16	10	15	13	10	14	14	11	15	11	14	9	13	13	12	11	11	18	11	251	
19:00	9	9	12	9	8	11	11	10	10	8	9	13	14	13	9	2	1		6	12	176	
20:00	1	1	1	2	1	1	1	1	3	2	1	1	2	1	1				1	1	22	
21:00					1					1								1			3	
22:00																					0	
Total	103	114	111	113	115	106	115	107	116	121	112	126	109	118	118	87	76	88	114	112		
Routing Violations																						
Date/Time	Bus ID		Location					Description														
2021-11-01 16:41:24	391		Tunnel Ave and Lagoon Rd - South					Non-Brisbane based driver covering run														
2021-11-01 18:26:59	397		Tunnel Ave and Lagoon Rd - South					New driver training														
2021-11-02 16:51:50	390		Tunnel Ave and Lagoon Rd - South					Non-Brisbane based driver covering run														
2021-11-03 16:36:56	330		Tunnel Ave and Lagoon Rd - South					Non-Brisbane based driver covering run														
2021-11-15 11:54:24	LUX651		Tunnel Ave and Lagoon Rd - South					New driver training														
2021-11-24 10:28:04	393		Tunnel Ave and Lagoon Rd - South					Non-Brisbane based driver covering run														

DRAFT MINUTES

Staff noted the City Engineer reviewed the sign program for sight distance and language within the program stipulates final approval of the location of the entry monument sign lies with the City Engineer. Staff also noted the Commission has discretion to limit the color palette of signage but indicated the City cannot prohibit signage that utilizes trademarked logos, even if the color was precluded under a sign program.

Barbara Ebel, Brisbane resident, spoke about a future dark skies ordinance in progress by the Open Space and Ecology Committee.

With no one else wishing to address the Commission, a motion by Commissioner Lau, seconded by Commissioner Sayasane to close the public hearing was approved 4-0.

After deliberation, a motion by Chairperson Gooding, seconded by Commissioner Sayasane to approve the application via adoption of Resolution 2021-SR-9, amended to require programmable, automated dimmers on all illuminated signs, was approved 4-0. Chairperson Gooding read the appeals procedure.

- G. **1000 Sierra Point Parkway; Use Permit 2022-UP-2; SP-CRQ Sierra Point Commercial District; Use Permit application to allow the use of minipigs in medical research and development (R&D) by Bristol-Myers Squibb in the existing, approximately 9,000 square foot vivarium; Ricardo Garcia, applicant; HCP LS Brisbane LLC, owner.***

Note, item removed from the agenda; see the [memorandum to the Planning Commission](#) regarding this removal.

- H. PUBLIC HEARING: 600 Tunnel Avenue; Modification of Interim Use Permit 2021-UP-3; C-1 Commercial District (Baylands); allowing for continued staging of up to 90 Google Commuter buses on an approximately 3-acre vacant site on the Baylands, with a modified schedule; Eric Aronsohn, applicant; Oyster Point Properties Inc, applicant/owner. Alternatively, consider revocation of Interim Use Permit 2021-UP-3.**

Senior Planner Johnson gave the staff presentation and answered questions about applying conditions of approvals and the Commission's past request to issue citations for violations of the interim use permit.

Chairperson Gooding opened the public hearing.

Eric Aronsohn, applicant, and Ross Benson, Google's representative, addressed the Commission and answered questions about the volume and timing of bus trips from the site.

Michelle Salmon, Brisbane resident, spoke about traffic safety on Tunnel Ave.

Mary Rogers, Brisbane resident, expressed her opposition to allowing the use to continue and spoke about Google's history at the site.

Randall Venerable, Brisbane resident, spoke in favor of the benefits that buses provide and hoped the Commission will find a solution that would allow the use to remain and operate safely.

With no one else wishing to address the Commission, a motion by Commissioner Lau, seconded by Commissioner Patel to close the public hearing was approved 4-0.

After deliberation, a motion by Commissioner Patel, seconded by Commissioner Sayasane, to deny the modification of Interim Use Permit 2021-UP-3 and revoke the permit via adoption of Resolution 2021-UP-3-R was approved 3-1 (Gooding). Senior Planner Johnson read the appeals procedure.

ITEMS INITIATED BY STAFF

Director Swiecki and Senior Planner Johnson noted progress on the Housing Element update continues and a public hearing on it is expected at the end of May.

ITEMS INITIATED BY THE COMMISSION

Commissioner Patel asked staff to agendize a Commission training session on code enforcement authority and the drafting of resolutions at a future meeting date.

ADJOURNMENT

Chairperson Gooding declared the meeting adjourned to the next regular meeting of April 28, 2022 at approximately 10:15 p.m.

Attest:

John A. Swiecki, Community Development Director

NOTE: A full video record of this meeting can be found on the City's YouTube channel at www.youtube.com/BrisbaneCA, on the City's website at <http://www.brisbaneca.org/meetings>, or on DVD (by request only) at City Hall.

City of Brisbane

Planning Commission Agenda Report

TO: Planning Commission For the Meeting of 10/28/2021

SUBJECT: **Interim Use Permit 2021-UP-3; 600 Tunnel Avenue;** C-1 Commercial District (Baylands); Interim Use Permit, renewal of UP-4-19, to allow continued staging of up to 90 Google Commuter buses on an approximately 3 acre vacant site on the Baylands. Sam Khodja, applicant; Oyster Point Properties Inc., applicant/owner.

REQUEST: An Interim Use Permit is requested by the property owner Oyster Point Properties, Inc. on behalf of Google to allow for the continued utilization of the subject site as a staging yard for up to 90 Google buses for transporting Google employee commuters. This is requested as a renewal of UP-4-19 and the requested term of the Interim Use Permit is for 5 years. No site improvements are proposed by the applicant with this proposed continued use.

RECOMMENDATION: Conditionally approve Interim Use Permit 2021-UP-3, with modifications, via adoption of Resolution 2021-UP-3 with Exhibit A containing the findings and conditions of approval.

ENVIRONMENTAL DETERMINATION: This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per Section 15301 of the CEQA Guidelines. The exceptions to this categorical exemption, referenced in Section 15300.2, do not apply.

APPLICABLE CODE SECTIONS: Brisbane Municipal Code Chapter 17.41, adopted June 10, 1996, establishes procedures and required findings for the approval of interim uses in the Baylands subarea. Required findings are set forth in BMC Section 17.41.060, and mandatory conditions of approval are listed in BMC Sections 17.41.060.F and 17.41.070.

BACKGROUND/PROJECT DESCRIPTION:

Site Description:

The site is approximately 3 acres in size and is located south of Golden State Lumber, between the CalTrain rail-lines and Tunnel Avenue, on the westernmost edge of the former municipal landfill. Interim use permit UP-4-19 and grading permit EX-3-19 were approved in October 2019, which allowed for site preparation and the staging of Google buses for a two year period, which will end on October 31, 2021.

The yard has been graded and surfaced with gravel and enclosed with a chain link fence. Entry and exit driveways with gates have been provided at the north and south ends of the site,

respectively. The entry and exit drives are paved. Eleven portable, solar powered light standards are located on the site. No independent trash service or restrooms are provided on the site. Trash is collected off-site and the buses contain lavatories. Vehicle maintenance is prohibited on the site.

Operations:

Google began its operations in late 2019. However, following the onset of the Covid-19 pandemic in early 2020, Google suspended its operations and removed the buses from the site. They restarted operations in the summer of 2021.

Proposed site operations include parking, or staging, of the buses up to 24 hours a day, seven days a week, although generally buses are out on rounds, transporting Google employees to and from work, during the weekday daytime hours. The buses are picked up and dropped off by contracted Google bus drivers Monday through Friday, between 3 and 7 am and 3 and 9 pm. Drivers arriving by personal vehicle park on the site. The total vehicle trips per day is estimated at 360, with the peak hours being between 4 and 6 am at a rate of 60 trips per hour and between 7 and 8 pm at a rate of 50 trips in that hour. Note that a trip is counted for each time either a personal vehicle or bus would enter or exit the yard. Buses generally do not return to the yard between the morning and evening commute hours. Per the Planning Commission's conditions of approval under UP-4-19, the buses are routed to the north to and from U.S. 101 and not south towards the Brisbane Lagoon or Central Brisbane. The Commission further suggested that Google should provide trip and routing data with any future applications.

As indicated above, the yard is fenced and gated to provide for security. Additionally, security personnel periodically patrol this site along with two other nearby Google sites 7 days a week. Portable, solar-powered lighting standards with security cameras are located on the site to provide light during early morning and evening vehicle transfers. Lighting is set for the weekday mornings beginning at 4:00 am and in the evenings ending at 11 pm.

The operational description provided above is consistent with current operations of the facility. No modifications are proposed to the site or operations with this current application. The applicant's project description and Google's bus routing and schedule are attached.

Operational Issues and Permittee Responses to Date:

In early 2020, after Google began its operations, City staff received complaints regarding dust generation from bus movements on site and lighting at night. Staff communicated the complaints to the permittee/property owner and requested that these issues be addressed.

Regarding the dust concern, the property owner followed up with staff in early 2020, reporting that they had added paving to the two driveways leading up to the gates from Tunnel Avenue and were using a water truck to suppress dust generation on the interior of the site with the intent of creating a harder packed surface. Soon afterward operations were suspended due to the Covid-19 pandemic and the buses were removed from the site. The site was reopened in the summer of 2021 and has been in operation for the past few months.

Since reopening, the similar complaints have been raised and the applicant has indicated that they have now added asphalt grindings to the ground surface in an effort to address the dust issue.

Regarding the lighting, in 2020, the applicant indicated that they had their lighting contractor adjust the lights to face more downward onto the site in an effort to reduce off-site impacts. In 2021, they have reported that they have further adjusted the lighting (see letter in Attachment C).

A complaint has also been raised alleging that the drivers were coming and going via southbound Tunnel Avenue, instead of the required northbound route. The applicant has responded that the drivers are using the required northbound route and has requested routing data from Google. At the time of this report, that information is not yet available.

Staff Suggested Project Modifications:

Generation of dust was prohibited in the original use permit conditions of approval and is likewise prohibited for interim uses on the Baylands, per BMC Section 17.41.030.F.1. It does not appear that the base rock or the recently placed asphalt grindings will provide an adequate surface to prevent further dust issues. It is therefore recommended that the parking area be required to be fully paved. Installation of an impervious surface will also require stormwater capture and treatment on site, to comply with the State Water Board's Municipal Regional Permit (MRP) NPDES requirements, as provided in MRP Section C.3. Conditions of approval are included along with suggested timelines for compliance.

Regarding the lighting, the applicant has indicated that the lights have been adjusted downward. However, staff has continued to receive complaints. In order to address the concern about lighting, a condition of approval is recommended that the applicant provide the Planning Director with details showing how the lights are shielded and directed downward to eliminate direct visibility from Brisbane's residential neighborhoods and/or from nearby street views. The applicant shall further provide photometric data demonstrating that that light spillage beyond the site is not occurring. In the event these standards cannot be satisfied, the lighting shall be removed from the site. Removal may necessitate added Google security patrols. Additionally, a condition has been recommended to limit the programmed lighting hours to no earlier than 4 am and no later than 9 pm on weekdays. Weekend lighting has not been requested, since the buses only run during the weekdays.

At this time, staff has not confirmed whether or not Google bus drivers are utilizing southbound Tunnel Ave, in violation of the condition of approval regarding routing. The Police Dept. has reported that they have not observed Google's buses south of the site and, as indicated above, the applicant has reported that Google drivers are using northbound routes and has reached out to Google to see if supporting data is available to verify compliance. It is recommended that the previously included condition of approval carry forward, with a modification that Google provide a monthly report to the Planning Director documenting bus movements. A clarification is suggested that the condition be modified to specify "Google buses" versus "vehicles", to make it clear this prohibition does not apply to the drivers private vehicles.

If the above outlined issues cannot be resolved to staff's satisfaction or there are other violations to the terms of the interim use permit, the permit would be referred back to the Planning Commission for revocation procedures established in Brisbane Municipal Code Chapter 17.48.

ANALYSIS AND FINDINGS: The required findings under BMC Sections 17.41.060.A-F and project analysis are provided below. The project, including the suggested conditions of approval, with site modifications, would meet the findings.

Interim Use Permit

a) The interim use will not be detrimental to the public health, safety or welfare, or injurious to nearby properties or improvements;

The proposal continuation of the use would **comply** with this finding, given the proposed modifications to the site.

The site is within an industrial area of Brisbane and the proposal is not anticipated to have detrimental or injurious effects, given the modifications provided in the conditions of approval. These modifications include paving the site and modifications to prevent off site glare from lighting, per the conditions of approval.

Adjacent uses include vacant lands to the south and the CalTrain rail line, which runs north-south rail adjacent to the site immediately to the west. The Golden State Lumber storage yard is located approximately 200 feet to the north. To the east, across Tunnel Avenue, are the Brisbane Recycling Company and Brisbane Soil Processing operations. There are no anticipated detrimental impacts to these nearby uses, given the site modifications provided in the conditions of approval.

b) the interim use will not create any significant environmental impacts;

The proposal **complies** with this finding.

The use is a continuation of an existing use and the use would have negligible or no permanent effects on the environment, with minor modifications considering the conditions of approval. As such it is categorically exempt from the provisions of CEQA, per Sections 15301 of the CEQA Guidelines. The exceptions to this categorical exemption, referenced in Section 15300.2, do not apply.

c) the interim use will not obstruct redevelopment;

The proposal **complies** with this finding.

In considering approval of the Interim Use Permit, the Planning Commission must find that the use "...will not obstruct, interfere with, or delay the intended redevelopment of the property..." (BMC Section 17.41.060.C). Given the short duration of the proposed use and that fact that it will not include any permanent structures, there would be no obstruction

to redevelopment plans. A condition of approval is included to address vacation of the site should redevelopment be advanced during the permit period.

d) all required public utilities and other infrastructure are or will be available;

This proposal **complies** with this finding.

The infrastructure of the roadway is provided via Tunnel Avenue with nearby U.S. 101 freeway access via Beatty Avenue or farther north just over the San Francisco border. Per the condition of approval, the applicant will be required to provide paving on-site and on-site stormwater treatment prior to discharge. No other infrastructure or utilities are required for this continued use.

e) the use will benefit the property and/or the public;

The proposal **complies** with this finding.

The use would benefit the public in that the bus yard would support the use of commuter buses and thereby reduce greenhouse gas emissions for the region.

f) encourage the employment of Brisbane residents to the extent it is reasonably possible to do so.

The proposal **complies** with this finding.

The applicant has indicated that their employment recruitment program includes directed outreach to Brisbane residents, to the extent possible. Google utilizes vendor partners for bus driver services and has indicated that they will encourage those vendors to post job openings in the City's Chamber of Commerce publication, the Luminary.

Finally, note that this application was routed to the City Engineer/Public Works Director, Fire Dept., Police Dept., San Mateo County Environmental Health, Regional Water Quality Control Board and CalTrain JPB for review and comment. The City Engineer commented on the issues of dust and lighting, which are discussed above and addressed in the conditions of approval. No other issues were raised. The proposed conditions of approval are provided with the attached resolution.

ATTACHMENTS:

- A. ~~Site and Vicinity Map/Aerial Photograph~~
- B. ~~Staff's Site Photographs 10/8/21~~
- C. Applicant's Submittal
 - i. Project Description 2021 & 2019
 - ii. Applicant's Trip Routing
 - iii. Daily Schedule

Removed items have been superseded, provided elsewhere, or not a subject of this appeal.

- iv. ~~Yard Surface Photograph~~
- v. ~~KingSolarman letter~~
- D. ~~Draft Resolution 2021-UP-3~~

Ken Johnson

Ken Johnson, Senior Planner

John Swiecki

John Swiecki, Community Development Director

Days and hours of operation:

- Monday - Friday: 4am-11pm, no activity between 10am-7pm as all buses will be out in service.
- Buses park midday in Mountain View, CA

ON-SITE PERSONNEL

There shall be no permanent on-site personnel. Google will utilize a contracted security officer, who monitors and patrols the Companies assets in South San Francisco and San Bruno.

VEHICLE MAINTENANCE

There will be absolutely no vehicle maintenance performed on this site. Bathrooms will be pumped out at an offsite facility.

FENCING, SECURITY, AND SITE LAYOUT

Proposed perimeter fencing and vehicle barriers {e.g., concrete K-rail} will be added as shown in the attached site plan. A manually operated security gate will also be installed at the entrance. These additions will enhance the existing perimeter elements and mitigate the potential for unwanted access to this portion of the site. Two ingress/egress gates servicing the site from Tunnel Avenue with adequate clearance to accommodate the vehicle and bus operations will also be provided as shown on the site plan.

GRADING

The existing topography of the site will remain essentially as-is while grading will serve to level out soil piles and clear brush and debris. A crushed rock overlayer will sit above any exposed dirt to mitigate the potential of airborne dust resulting from the operations at the site.



L.

Published on *City of Brisbane* (<https://www.brisbaneca.org>)

ATTACHMENT C.2 Applicant's Project Description 2021

[Home](#) > [Electronic Planning Application](#) > [Webform results](#) > Submission #52

Submission information

Form: [Electronic Planning Application](#) [1]
Submitted by Visitor (not verified)
Wed, 09/08/2021 - 5:30pm
69.181.231.35

Application Type:

Use Permit

Use Permit Type:

Interim Uses on the Baylands

Does the project location have a street address? Yes

Project Address: 600 Tunnel Ave. Brisbane

Assessor's Parcel Number (APN): 005340040

Do you have another APN? Yes

Assessor's Parcel Number (APN): 005350080

Assessor's Parcel Number (APN):

Assessor's Parcel Number (APN):

Zoning District: C-1

Habitat Conservation Plan: No

Flood Zone: No

Slope: Under 20%

Project Description: Applying for a 5-years interim use permit renewal UP-4-19 for google bus operation at 600 Tunnel Ave. On March 12, 2020 we had a plan to add more improvement to the site by installing a virgin base rock or asphalt grinding to control the dust issue as a long term solution, however, once the pandemic hit, google bus operation was shut down and buses moved out of the site , until last July, 01, 2021 when google decided to resume their operation, we had a water truck in there 3 days per week to dampen down the base and dirt materials, this could be a potential longer-term solution since we noticed a huge difference. Over time it will compact the surface. Finally, on September 2, 2021 we decided to install an asphalt grinding material over the entire site as a permanent and a long term solution to the dust issue. See Pictures attached showing the current site conditions on September 07, 2021. Additionally, "KingSolarman", the contractor for the "Solar Lighting Towers" did make an adjustment to the lighting per the city of Brisbane request by placing them downwards onto the site, this can mitigate the light pollution, furthermore they have programmed all the lighting towers on a timer so it will turn-on only Monday through Friday between the hours of: (8:00pm-11:00pm & 4:00am-6:00am) and turn-off on Saturday & Sunday. This hours can be adjusted any time upon request. See attached a letter From KingSolarman dated September 07, 2021.

*We also regularly sweeping Tunnel Ave at least once a week.

Google Bus Parking: Proposed Route Mapping

Red represents inbound buses
Blue represents outbound buses

*Cars belonging to drivers will be instructed to use this routing as well



ATTACHMENT C.4
Vehicle Trip Schedule
Private Vehicles and Buses

Google Buses - Interim Use Application

Buses <u>Inbound to</u> and <u>Outbound from</u> Brisbane (Average)							
Cars <u>Inbound to</u> and <u>Outbound from</u> Brisbane (Average)							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
2400-0100							
0100-0200							
0200-0300							
0300-0400	30	30	30	30	30		
0400-0500	30/ 30	30/ 30	30/ 30	30/ 30	30/ 30		
0500-0600	30/ 30	30/ 30	30/ 30	30/ 30	30/ 30		
0600-0700	30	30	30	30	30		
0700-0800							
0800-0900							
1000-1100							
1100-1200							
1200-1300							
1300-1400							
1400-1500							
1500-1600	10	10	10	10	10		
1600-1700	10/10	10/10	10/10	10/10	10/10		
1700-1800	20/10	20/10	20/10	20/10	20/10		
1800-1900	20/20	20/20	20/20	20/20	20/20		
1900-2000	30/20	30/20	30/20	30/20	30/20		
2000-2100	30	30	30	30	30		
2100-2200							
2200-2300							
2300-2400							

Chairperson Gooding opened the public hearing.

Eric Aronsohn, applicant, addresses the Commission and answered question about leveraging resources from Mission Blue Nursery, the types of trees expected to be grown at the nursery, and the timing of growing trees for the Baylands at the proposed location.

Barbara Ebel, Brisbane resident, spoke in favor of the project but raised concerns about the project's water usage.

Michele Salmon, Brisbane resident, spoke in favor of the project but raised concerns about nearby seasonal wetlands and invasive flora onsite.

Mary Rogers, Brisbane resident, raised concerns about lighting and potential benefits to Brisbane residents, if any.

Jason Nunan, spoke in favor of the project but raised concerns about non-native tree species being grown at the nursery.

With no others wishing to address the Commission, Commissioner Patel moved to close the public hearing. Commissioner Funke seconded the motion and it was approved 5-0.

After deliberation, Commissioner Funke moved to approve the application via adoption of 2021-UP-5 with an additional condition that prior to the applicant commencing operations, the limits of the seasonal wetlands shall be verified by a qualified biologist to ensure the interim use does not encroach upon the wetlands. Commissioner Gomez seconded the motion and it was approved 5-0.

C. PUBLIC HEARING: 600 Tunnel Avenue; Interim Use Permit 2021-UP-3; C-1 Commercial Mixed Use (Baylands); Proposed Interim Use Permit for the continued staging of up to 90 Google commuter buses on an approximately 3-acre site between Tunnel Avenue and the Caltrain rail line to serve Google employees on the peninsula for up to a 5-year term. Sam Khodja, applicant; Oyster Point Properties, Inc. (Baylands Development Inc.), owner.

Senior Planner Johnson informed the Commission that the applicant has requested to continue this item to the next scheduled meeting to discuss proposed conditions of approvals with staff.

Director Swiecki added that while the applicant's current interim use permit will expire before the next meeting, the use may continue until the Planning Commission acts on this item and they will be subject to the boundaries and conditions under the existing interim use permit.

Chairperson Gooding opened the public hearing.

Mary Rogers, Brisbane resident, spoke against the project.

Michele Salmon, Brisbane resident, spoke against the project.

Kim Follien, Brisbane resident, spoke in favor of the project provided the lot is paved and lighting is properly shielded.

Barbara Ebel, Brisbane resident, spoke in favor of the project provided the applicant follow through on mitigating dust and glare and provide the route and trip data per the new recommended conditions of approval.

Chairperson Gooding closed the public hearing and Commissioner Funke moved to continue the application to the next Planning Commission meeting of November 16, 2021. Commissioner Gomez seconded the motion and it was approved 5-0.

D. PUBLIC HEARING: Zoning Text Amendment 2021-RZ-2; Various zoning districts; Zoning text amendments to Title 17 of the Brisbane Municipal Code to City of Brisbane to establish objective design and development standards for housing development projects; establish residential density requirements for the NCRO-2 Zoning District; allow multiple family dwellings in the SCRO-1 District by right and multiple family dwellings as part of a mixed use in the NCRO-2 Zoning District by right; reduce guest parking requirements; and establish procedures and requirements for an administrative Housing Development Permit for qualifying housing development projects. City of Brisbane, applicant; Citywide.

Director Swiecki introduced Contract Senior Planner Beggs.

Contract Senior Planner Beggs and project consultants Aaron Akin and Nicholas Hamilton of Good City gave the staff presentation and answered questions about the criteria for certain development regulations, including step-backs, which zoning districts are impacted by the proposed amendments, the timing of approval required by the State, and if additional visualization and/or simulation materials of the proposed amendments could be provided.

The Commission asked staff and the consultants to further explain the proposed reduction in guest parking, including how the proposed standard was determined and whether the Housing and Community Development (HCD) would permit Brisbane to retain its current and more stringent standard.

Director Swiecki explained the State views parking as a constraint on housing availability and is regulating municipalities to reduce governmental constraints. Mr. Akin further indicated that HCD's review will include ensuring the feasibility of the proposed amendments are not financially burdensome, i.e., a limiting factor to the construction of housing, and leaving the guest parking standard unchanged may necessitate a subsequent change in the future.

Commissioners Funke and Gooding requested clarification on the approval process for new mixed-use and multifamily projects and the role of the Zoning Administrator. Director Swiecki informed the Commission that without any discretionary standards, the Zoning Administrator's role is to

City of Brisbane

Planning Commission Agenda Report

TO: Planning Commission For the Meeting of 11/16/2021

SUBJECT: **Interim Use Permit 2021-UP-3; 600 Tunnel Avenue;** C-1 Commercial District (Baylands); Interim Use Permit, renewal of UP-4-19, to allow continued staging of up to 90 Google Commuter buses on an approximately 3 acre vacant site on the Baylands. Sam Khodja, applicant; Oyster Point Properties Inc., applicant/owner.

SUPPLEMENTAL REPORT

BACKGROUND: This application was continued from the meeting of October 28th, 2021 at the request of the applicant, to address issues of dust control, lighting and bus routing. Since there were members of the public present who wished to speak on the application, the Commission opened the public hearing and then continued the item to tonight's meeting.

During the public comment, the applicant expressed concern about the draft conditions of approval suggested by staff, which would modify the project by requiring the site to be paved and shortening the interim use permit to 2 years versus the requested 5 year term. Conditions were also suggested regarding the lighting and reporting by Google to the City on the actual bus routing and the applicant indicated their willingness to comply with those conditions.

Also, during the public hearing, Brisbane residents Mary Rogers and Michelle Salmon spoke in opposition to the continued use. Brisbane residents Kim Follien and Barbara Ebel spoke in favor of the continued use, including the suggested conditions of approval.

As a follow up, the applicant provided a response letter, which is provided as Attachment A. The applicant has indicated that they have adjusted the lighting to reduce the brightness by 50 percent, lowered the towers from 26 to 10 feet and further adjusted how the lights are directed onto the site, in an effort to reduce off-site light impacts. They have also provided an example report from Google on bus tracking, to demonstrate their commitment to comply with the condition prohibiting south bound bus trips. They have also provided a modification to their bus schedule and estimated trip count, which is included as part of Attachment A. Google has indicated that their anticipated combined passenger and Google bus trips would be reduced from their previous estimate of 180 in both the morning and late afternoon to evening down to 130 trips for each, morning and evening. Also, the hours would be to start after 4 am instead of 3 am and after 5 pm instead of after 3 pm. The ending times of 7 am and 9 pm would remain as previously proposed.

On the matter of dust and the suggested condition of approval that the site be paved, the applicant contends that the recent addition of asphalt grindings to the ground surface is adequate

to address this issue. The applicant has also indicated that paving is a disruptive and expensive endeavor, especially given the suggested condition limiting the use to a 2 year term instead of the 5 year term requested. Considering that the placement of the asphalt grindings was recently done and the dust issues appear to have been occurring prior to its placement, the Commission may consider allowing for the continued use without requiring paving. In that case, it is recommended the use permit term be limited to one year. This would allow the project to demonstrate through the dry season that the current surfacing is adequate to suppress dust generation.

Note that the draft resolution has not been revised to reflect these possible revisions to the conditions. If that is the Commission's desire, condition #18 would be edited to state 1 year instead of 2 years. Draft condition #1, which would require paving, would be removed and replaced with a condition stating that, "The yard's ground surface shall be maintained to prevent airborne dust generation."

RECOMMENDATION: Conditionally approve Interim Use Permit 2021-UP-3, with modifications, via adoption of Resolution 2021-UP-3 with Exhibit A containing the findings and conditions of approval.

ATTACHMENTS:

- A. Applicant's letter, dated Nov. 9, 2021
- B. ~~Planning Commission Agenda Report of October 28, 2021~~
- C. [Correspondence from Mary Rogers, dated Aug. 26, 2021](#)
- D. ~~Draft Resolution 2021-UP-3~~

Removed items have been superseded or provided elsewhere.

Ken Johnson

Ken Johnson, Senior Planner

John Swiecki

John Swiecki, Community Development Director



November 08, 2021

Planning Commission

City Of Brisbane

Subject: Interim Use Permit 2021-UP-3: 600 Tunnel Ave. Interim Use Permit, renewal of UPC-4-19, to allow for the continued staging of up to 90 Google commuter buses on approximately 3 acres. Graded and fenced site to serve google employees on the Peninsula, for up to a **5-year term**.

Supporting Documents Addressing the Most Recent Concerns About Google Buses Operation:

Concern #1. Light pollution: On Monday, November 1, further adjustments to the lighting system was made to limit the light pollution. The system was installed and adjusted by KingSolarman. *(Please see **attachment #1** a letter from Kingsolarman. **Attachment# 2** Photo comparison of the Google bus lot lighting versus neighbors: Golden State Lumber & Recology).*

Concern #2. Dust mitigation: In early September we installed an upgraded pervious asphalt grinding material at the site, which is specifically formulated to control dust while still allowing water to infiltrate naturally through the soil. Guidance from the San Mateo County Water Pollution Prevention Program (flowstobay.org) clearly states that pervious surface material is the preferred material for uncovered parking lots, bike lanes, and driveways. We believe the dust complaints the City has received are more likely emanating from the Golden State Lumber site, and not from the Google bus lot. *(Please see **attachment #3** a letter from Team North Construction Services).*

Concern #3. Buses traveling south on Tunnel Ave: As far as the landlord is aware, the tenant has conformed to the traffic and routing requirements imposed in the use permit approved in 2019. It has come to our attention that the routing protocol may not have been followed as commented on by members of the Planning Commission and the public. In order to address this issue, the tenant has put in place geofencing on Lagoon Rd and the portion of Tunnel Ave south of the intersection with Lagoon Rd. All buses are equipped with GPS that will flag any bus that enters the fenced area and record the time spent in the area. This information can either be

compiled in a report and sent to the City on a regular basis, or the tenant can help the City build out an API to access the data. Please let us know what the preferred method is for monitoring the bus routing. **NOTE:** we sent 4 buses south to test and not part of a typical route. (Please see **attachment # 4 Watched Area Testing Report: 11/01/2021 - 11/05/2021**).

Concern #4. Buses new schedule: As it relates to traffic, the pandemic has caused the tenant to adjust their operations which have meant that the schedule of buses entering and leaving the parking lot has changed. Based on current and expected operations, we are attaching an updated trip count and schedule (Please see **attachment# 5 a new proposed schedule with trip counts**).

ATTACHMENTS:

1. ~~Letter from Kingsolarman.~~
 2. ~~Photo comparison of google lighting versus Golden State Lumber and Recology.~~
 3. ~~Letter from Team North Construction Services.~~
 4. Watched Area Testing Report (11/01/2021 - 11/05/2021)
 5. New proposed schedule with trip counts.
- Removed items are not a subject of this appeal.

Thank you

Sam Khodja

Sam Khodja | Property Manager

Baylands Development, Inc.

Attachment# 04:

Vehicle	Day/ Time	Area	Description	Enter/ Leave	Time in Area (sec)	Reason	Corrective Action
391	11/1/2021 4:41:24 PM	C:befa6cb3-96da-4ffb-bbe0-cacb19cc31f9	Tunnel Ave and Lagoon Rd - Brisbane	Enter			
391	11/1/2021 4:43:10 PM	C:befa6cb3-96da-4ffb-bbe0-cacb19cc31f9	Tunnel Ave and Lagoon Rd - Brisbane	Leave	107	system/network validation - vendor a	
397	11/1/2021 6:26:59 PM	C:befa6cb3-96da-4ffb-bbe0-cacb19cc31f9	Tunnel Ave and Lagoon Rd - Brisbane	Enter			
397	11/1/2021 6:29:15 PM	C:befa6cb3-96da-4ffb-bbe0-cacb19cc31f9	Tunnel Ave and Lagoon Rd - Brisbane	leave	137	system/network validation - vendor b	
390	11/2/2021 4:51:50 PM	C:befa6cb3-96da-4ffb-bbe0-cacb19cc31f9	Tunnel Ave and Lagoon Rd - Brisbane	enter			
390	11/2/2021 4:53:24 PM	C:befa6cb3-96da-4ffb-bbe0-cacb19cc31f9	Tunnel Ave and Lagoon Rd - Brisbane	Leave	95	system/network validation - vendor c	
330	11/3/2021 4:36:56 PM	C:befa6cb3-96da-4ffb-bbe0-cacb19cc31f9	Tunnel Ave and Lagoon Rd - Brisbane	enter			
330	11/3/2021 4:38:33 PM	C:befa6cb3-96da-4ffb-bbe0-cacb19cc31f9	Tunnel Ave and Lagoon Rd - Brisbane	leave	98	system/network validation - vendor d	

Attachment# 05:

Google Buses - Interim Use Application

Buses Inbound to and Outbound from Brisbane (Average)								
Cars Inbound to and Outbound from Brisbane (Average)								
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
2400-0100		na	na	na	na	na	na	na
0100-0200		na	na	na	na	na	na	na
0200-0300		na	na	na	na	na	na	na
0300-0400		na	na	na	na	na	na	na
		na	na	na	na	na	na	na
0400-0500	inbound cars	15	15	15	15	15	na	na
	outbound buses	10	10	10	10	10	na	na
0500-0600	inbound cars	25	25	25	25	25	na	na
	outbound buses	25	25	25	25	25	na	na
0600-0700	inbound cars	25	25	25	25	25	na	na
	outbound buses	30	30	30	30	30	na	na
0700-0800		na	na	na	na	na	na	na
0800-0900		na	na	na	na	na	na	na
1000-1100		na	na	na	na	na	na	na
1100-1200		na	na	na	na	na	na	na
1200-1300		na	na	na	na	na	na	na
1300-1400		na	na	na	na	na	na	na
1400-1500		na	na	na	na	na	na	na
1500-1600		na	na	na	na	na	na	na
1600-1700		na	na	na	na	na	na	na
1700-1800	Inbound buses	6	6	6	6	6	na	na
	outbound cars	4	4	4	4	4	na	na
1800-1900	Inbound buses	14	14	14	14	14	na	na
	outbound cars	14	14	14	14	14	na	na
1900-2000	Inbound buses	17	17	17	17	17	na	na
	outbound cars	17	17	17	17	17	na	na
2000-2100	Inbound buses	28	28	28	28	28	na	na
	outbound cars	30	30	30	30	30	na	na
2100-2200		na	na	na	na	na	na	na
2200-2300		na	na	na	na	na	na	na
2300-2400		na	na	na	na	na	na	na

AM Totals

in

65

out

65

PM Totals

in

65

out

65

BRISBANE PLANNING COMMISSION
Action Minutes of November 16, 2021
Virtual Special Meeting

CALL TO ORDER

Chairperson Gooding called the meeting to order at approximately 7:30 p.m.

ROLL CALL

Present: Commissioners Funke, Gooding, Gomez, Patel, and Sayasane

Absent: None

Staff Present: Director Swiecki, Senior Planner Johnson, Contract Senior Planner Kelly Beggs, and Associate Planner Robbins

ADOPTION OF AGENDA

Commissioner Funke moved to adopt the agenda. Commissioner Gomez seconded the motion and it was approved 5-0.

CONSENT CALENDAR

Commissioner Patel moved to adopt the consent calendar (agenda item A). Commissioner Gomez seconded the motion and it was approved 5-0.

ORAL COMMUNICATIONS

There were no oral communications.

WRITTEN COMMUNICATIONS

Chairperson Gooding acknowledge three letters were received pertaining to agenda item C.

OLD BUSINESS

- B. PUBLIC HEARING: 600 Tunnel Avenue; Interim Use Permit 2021-UP-3; C-1 Commercial Mixed Use (Baylands);** Proposed Interim Use Permit for the continued staging of up to 90 Google commuter buses on an approximately 3-acre site between Tunnel Avenue and the Caltrain rail line to serve Google employees on the peninsula for up to a 5-year term. Sam Khodja, applicant; Oyster Point Properties, Inc. (Baylands Development Inc.), owner.

Note: This item was continued from the October 28, 2021 Planning Commission meeting.

Senior Planner Johnson gave the presentation and answered questions from the Commission about the original complaints pertaining to fugitive dust and light glare, the timing of modifications made

by the applicants to the onsite lighting, and the scheduling and movements of the buses, including what the GPS data related to bus movements would indicate.

Chairperson Gooding opened the public hearing.

Eric Aronsohn, applicant, addresses the Commission and spoke about how bus routing and scheduling has changed post Covid-19, a geofence was set up to monitor bus movements and notify the City of violations, and dust control mitigation and lighting adjustments have been made recently, including dimming the lights and adding a layer of asphalt grindings. He also clarified both the subject matter and source of the attachments and photos included with the staff report.

Michele Salmon, Brisbane resident, spoke against the project. Staff played [two videos](#) at this time, recorded early 2020 by Ms. Salmon and submitted at the beginning of the meeting, showing fugitive dust coming from the project site and two buses entering the lot from the south, in violation of the conditions of approval from the original interim use permit.

Edward Mason, San Francisco resident, spoke about San Francisco's burden from Google buses and suggested the Commission and City of Brisbane consider electrical charging infrastructure for medium and long-term planning solutions.

Ross Dykes, Brisbane resident, spoke in favor of the benefits of the project.

Mary Rogers, Brisbane resident, spoke against the project, indicating the project sponsor is untrustworthy.

Randell Veribell, Brisbane resident, spoke in favor of the benefits of the project.

Roland Lebrum, South San Jose resident, echoed Mr. Mason's comment about planning and providing for electrical charging infrastructure.

With no others wishing to address the Commission, Commissioner Patel moved to close the public hearing. Commissioner Sayasane seconded the motion and it was approved 5-0.

After deliberation, Commissioner Funke moved to approve the application via adoption of 2021-UP-3, with the following modifications:

- The Interim Use Permit shall be for a term of one year;
- The applicant shall provide reliable bus movement data to the satisfaction of the Community Development Director within 30 days of the effective date of the permit;
- The bus yard will not have to be paved, but the yard's ground surface shall be maintained to prevent airborne dust generation; and
- The Planning Commission will review applicant's compliance with the new terms and conditions of approval within 90 days of the effective date of the permit.

Commissioner Patel seconded the motion and it was approved 5-0. Chairperson Gooding read the appeals procedure.

RESOLUTION 2021-UP-3

A RESOLUTION OF THE PLANNING COMMISSION OF BRISBANE
CONDITIONALLY APPROVING INTERIM USE PERMIT 2021-UP-3
TO ALLOW THE USE OF A VACANT SITE ON THE BAYLANDS TO BE USED FOR
A GOOGLE BUS STAGING YARD

WHEREAS, Sam Khodja applied to the City of Brisbane for an Interim Use Permit 2021-UP-3 to allow continued outdoor staging of Google buses on an approximately 3 acre vacant site on the Baylands, at 600 Tunnel Avenue, between Tunnel Avenue and the CalTrain rail lines; and

WHEREAS, on October 28 and November 16, 2021, the Planning Commission conducted a hearing of the application, at which time any person interested in the matter was given an opportunity to be heard; and

WHEREAS, the Planning Commission reviewed and considered the staff memorandum relating to said application, the written and oral evidence presented to the Planning Commission in support of and in opposition to the application; and

WHEREAS, the Planning Commission finds that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act; pursuant to Section 15304 of the State CEQA Guidelines and the exceptions to this categorical exemption, referenced in Section 15300.2, do not apply; and

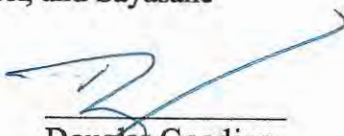
WHEREAS, the Planning Commission of the City of Brisbane hereby makes the findings attached herein as Exhibit A in connection with the Interim Use Permit.

NOW THEREFORE, based upon the findings set forth hereinabove, the Planning Commission of the City of Brisbane, at its meeting of November 16, 2021 did resolve as follows:

Interim Use Permit 2021-UP-3 is approved per the conditions of approval attached herein as Exhibit A.

ADOPTED this sixteenth day of November, 2021, by the following vote:

AYES: Funke, Gomez, Gooding, Patel, and Sayasane
NOES: NA
ABSENT: NA



Douglas Gooding
Chairperson

ATTEST:

JOHN A. SWIECKI
Community Development Director

EXHIBIT A

ACTION TAKEN: Conditionally approved Interim Use Permit 2021-UP-3 per the staff memorandum with attachments, via adoption of Resolution 2021-UP-3.

FINDINGS:

- A. The proposed interim use and the conditions under which it would be operated will not be detrimental to the public health, safety or welfare, or injurious to properties or improvements in the vicinity, as described in the staff memorandum;
- B. The proposed interim use is categorically exempt from environmental review pursuant to Section 15301 of the California Environmental Quality Act (CEQA) Guidelines and will not result in any significant adverse environmental impacts;
- C. The proposed interim use will not obstruct, interfere with, or delay the intended redevelopment of the property in accordance with the uses anticipated in the General Plan or any adopted specific plan applicable to the site, inasmuch as there are no permanent structures proposed.
- D. There are no required public utilities since the use is for bus staging only. The infrastructure of Tunnel Avenue provide for roadway access and lavatories and recycling are contained on the buses, so that the interim use will operate in a safe, sanitary, and lawful manner.
- E. The use will benefit the property and/or the public in that it would be used to facilitate bus ridership for Google employees thereby reducing greenhouse gas emissions that will benefit the public throughout the region.
- F. The use would encourage the employment of Brisbane residents to the extent it is reasonably possible to do, inasmuch as Google utilizes vendor partners for bus driver services and has indicated that they will encourage those vendors to post job openings in the City's Chamber of Commerce publication, the Luminary

CONDITIONS OF APPROVAL: (Redlined conditions are as added or modified by the Planning Commission on November 16, 2021.)

- 1. The applicant shall provide the Planning Director with details showing how the lights are shielded and directed downward to eliminate direct visibility from Brisbane's residential neighborhoods and/or from nearby street views. The applicant shall further provide photometric data demonstrating that that light spillage beyond the site is not occurring.

This shall be provided to the Planning Director within 21 days of the effective date of this use permit and lighting modifications shall be made within 45 days of the effective date of this permit. The time period may be extended beyond 45 days only upon written request to, and approval by the Planning Director and on the condition that the on site operations have ceased or lighting is no longer operational pending completion of the work.

Operational Conditions

2. Lighting shall be programmed to turn on no earlier than 4 am and to turn off no later than 9 pm.
3. The yard's ground surface shall be maintained to prevent airborne dust generation.
4. Routing of Google buses shall be to and from the north along Tunnel Ave and Beatty Ave to connect to U.S. 101. Buses shall not use Tunnel Avenue south of the site.
 - Google shall provide reliable, daily bus movement data to the Planning Director. Data shall be provided in a form and frequency to the satisfaction of the Planning Director beginning no later than one month from the effective date of this permit; and
 - A report of movement data shall be provided by staff to the Planning Commission after 90 days following the effective date of this permit.
5. No storage is permitted on site other than the Google bus parking and parking of the drivers' vehicles used to retrieve buses.
6. The site shall be maintained free of trash and debris. Trash and recycling shall be contained on the buses for disposal at an authorized off site location.
7. Per the City Engineer, all vehicles utilizing the yard shall be in compliance with vehicle weight requirements specified in California Vehicle Code Sections 35550-35558. Storage of any vehicles over these weight requirements shall be subject to approval by the City Engineer, who may impose additional conditions.
8. The site and surrounding area shall be maintained for the duration of the use in compliance with North County Fire Authority requirements. This includes, flammable vegetation must be kept a minimum of 30 feet away from the property line, around the exterior of the lot being used, to provide a fuel break from the Baylands vegetation, except that vegetation within the nearby wetlands areas shall not be removed without approval by the project biologist.
9. Maintenance of vehicles is not permitted on the site.

10. Per the Bayshore Sanitary District requirements:

- No onsite wastewater facilities, other than those on the buses are permitted.
- No SFPUC water connection is permitted without prior approval.
- No wastes from the buses into the District's wastewater collection system shall be permitted.

11. If the City determines that the interim use would interfere or obstruct planned public improvements, within a 90-day written notice by the City the permittee shall abandon the interim use and remove improvements at its own expense.

12. The operator shall maintain a business license through the City's Finance Dept.

Mandatory Conditions, per BMC Section 17.41.070:

13. Since the use is being operated by a person other than the owner of the property, the owner and the operator are furnish the city with an agreement (or a copy of a lease containing such agreement) that: (i) the operator's right to possession of the premises for the purpose of conducting the interim use is dependent upon the interim use permit having been granted and maintained in full force and effect; and (ii) the operator's right to possession of the premises for the purpose of conducting the interim use will terminate upon any expiration or revocation of the interim use permit; and (iii) it shall be the responsibility of the owner to terminate the operator's possession of the premises upon any expiration or revocation of the interim use permit if the operator continues to utilize the premises for the conduct of such interim use.

14. The permittee shall be jointly and severally liable for all costs and expenses, including attorneys' fees, the city may incur to enforce the conditions of the interim use permit upon any breach thereof by the permittee, or to abate and remove the interim use upon any failure by the permittee to discontinue such use, or to evict the operator of such use, upon the expiration or revocation of the interim use permit.

Other Conditions and Project Close Out:

15. Vehicles, fencing and lighting shall be removed from the site by the close of the interim use permit period or upon other vacation of the use.

16. This Use Permit is subject to the revocation procedures established in Brisbane Municipal Code Chapter 17.48.

17. Minor modifications to this use permit may be approved by the Planning Director upon written request.

18. This Interim Use Permit shall expire **one year** from the effective date of the interim use permit. **That expiration date is November 23rd, 2022.**

City of Brisbane

Planning Commission Agenda Report

TO: Planning Commission

For the meeting of 10/24/19

SUBJECT: **Interim Use Permit UP-4-19 & Grading Review EX-3-19; 600 Tunnel Avenue;** C-1 Commercial District (Baylands); Interim Use Permit to allow staging of up to 90 Google Commuter buses on an approximately 3 acre vacant site on the Baylands. The proposal further involves approximately 4,075 cubic yards of site preparation grading. Eric Aronsohn of Universal Paragon Corporation (Oyster Point Properties Inc.), applicant/owner; Assessor's Parcel Numbers 005-340-040 & 005-350-080.

REQUEST: An Interim Use Permit and Grading Review is requested by Universal Paragon Corp. on behalf of Google to allow for utilization of the subject vacant site as a staging yard for up to 90 Google commuter buses. Prior to parking buses on the site it would be prepared by grading of approximately 4,075 cubic yards with placement of base rock.

The requested term of the Interim Use Permit would be for 5 years. Parking, or staging, of the buses would be allowed 24 hours a day, seven days a week. A schedule of projected trips in and out of the yard is provided in the project description section below and in the applicant's project description.

No utilities or office facilities are proposed with this use.

RECOMMENDATION: Conditionally approve Interim Use Permit UP-4-19 and Grading Review EX-3-19, recommending City Engineer approval of the proposed grading, via adoption of Resolution UP-4-19/EX-3-19 with Exhibit A containing the findings and conditions of approval.

ENVIRONMENTAL DETERMINATION: This project, a minor temporary use of land having negligible or no permanent effects on the environment, is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per Sections 15304 of the CEQA Guidelines. The exceptions to this categorical exemption, referenced in Section 15300.2, do not apply.

APPLICABLE CODE SECTIONS: Brisbane Municipal Code Chapter 17.41, adopted June 10, 1996, establishes procedures and required findings for the approval of interim uses in the Baylands subarea. Required findings are set forth in BMC Section 17.41.060, and mandatory conditions of approval are listed in BMC Sections 17.41.060.F and 17.41.070.

BMC Section 17.32.220 requires Planning Commission review of a grading permit when more than 50 cubic yards of material is to be removed from the site and/or when more than 250 of material are involved.

SITE DESCRIPTION: The site is approximately 3 acres in size and is located south of the Golden State Lumber storage yard, between the CalTrain rail lines and Tunnel Avenue, on the westernmost edge of the former municipal landfill. Most of the parking area will be set back from Tunnel Avenue by approximately 78 to 100 feet and set back from CalTrain by approximately 40 to 115 feet.

The subject area is vegetated with Coyote brush scrub and grasses that have grown on the soil cap over the landfill following cessation of the landfilling in this area in the mid-1900's. The City's biological consultant for the Baylands has previously identified seasonal wetlands in the areas east and west of this site, but the proposal site would not encroach into those areas.

The attached photo by staff taken in September 2019 shows the general state of the site.

PROJECT DESCRIPTION: The proposed operations as described by the applicant are summarized as follows:

Site Preparation The site would run parallel to Tunnel Avenue with a one-way entrance from Tunnel Avenue at the north end and a one-way exit at the south end of the site.

Prior to occupying the site with the buses, the site would be prepared by grubbing the vegetation and laying base rock across the site. The total grading volume would be approximately 4,075 cubic yards. Approximately 400 cubic yards of the grubbed material would be exported from the site and approximately 3,675 cubic yards would be imported base rock to provide a parking surface.

A six foot high chain link fence would be placed around the perimeter of the site, with a manually operated, lockable gate at the driveway entrance and exit. Solar powered temporary light standards would be placed at eleven locations across the site for safety and security, as shown on the applicant's site plan.

Per a draft condition of approval, prior to preparing the site for the proposed use, the nearby wetlands would be marked by the project biologist, to the satisfaction of the Community Development Director, to prevent inadvertent disruption of those areas during the site preparation work.

Proposed Use As indicated above, the site would be used for staging up to 90 Google buses for transporting Google employee commuters. The buses would be picked up and dropped off by contracted Google bus drivers Monday through Friday, between 3 and 7 am and 3 and 9 pm. Drivers arriving by personal vehicle would park those vehicles on the site, in place of the Google buses. The total vehicle trips per day is estimated at 360, with the peak hours being between 4 and 6 am at a rate of 60 trips per hour and between 7 and 8 pm at a rate of 50 trips in that hour.

Note that a trip is counted for each time either a personal vehicle or bus would enter or exit the yard.

Vehicle maintenance would not be conducted on the site.

No permanent employees would be located on the site, since the site would only serve as a staging location to store, pick up and drop off buses. The buses are equipped with lavatories and trash receptacles and so no restroom or trash collection facilities are planned for the site. All waste products would be handled off-site, outside of Brisbane.

As indicated above the yard would be fenced and gated for security. Additionally, security personnel would periodically patrol this site along with two other nearby Google sites 7 days a week. Portable solar-powered lighting standards with security cameras would be located on the site for security and safety during early morning and evening vehicle transfers. Lighting would be on in the mornings at 4:30 am and in the evenings to 11 pm. The Police Department reviewed the applicant's proposal and had no objections.

ANALYSIS AND FINDINGS: The required findings under BMC Sections 17.41.060.A-F and project analysis are as follows:

Interim Use Permit

a) The interim use will not be detrimental to the public health, safety or welfare, or injurious to nearby properties or improvements;

The proposal **complies** with this finding.

The site is within an industrial area of Brisbane and the proposal is not anticipated to have any detrimental or injurious effects. The area is largely surrounded by vacant lands, and the CalTrain rail line. CalTrain's north-south rail lines run adjacent to the site immediately to the west. The Golden State Lumber storage yard is located approximately 200 feet to the north. To the east, across Tunnel Avenue, are the Brisbane Recycling Company and Brisbane Soil Processing operations. To the south are vacant lands of the Baylands. Note that CalTrain has indicated that their fiber line runs on the property and appears to be immediately to the west of the proposed yard. To ensure that there is no damage to the nearby fiber line, a condition of approval is included to coordinate locating it in the field prior to grading.

Given the site's location, the closest residential uses are approximately 1/3 mile away, to the southwest, at the Northeast Ridge, and slightly more distant to the west and north in Daly City and San Francisco, at approximately 1/2 mile. Given those distances, and the operational conditions of approval, including the number of vehicle trips per hour, the use is not anticipated to have any detrimental effects on the residential areas. Despite that, since the CalTrain Bayshore station is located approximately 1/4 mile to the north on Tunnel Avenue, due to the anticipated increase in bus traffic, CalTrain has requested that

prior to the start of operations, outreach be made by Google to the nearby residential neighborhood. This would be to inform the nearby residents that the Google buses, to be housed on the subject site, will be operating near that station.

b) the interim use will not create any significant environmental impacts;

The proposal **complies** with this finding.

The use is temporary in nature with no permanent structures or utilities and the use would have negligible or no permanent effects on the environment. As such it is categorically exempt from the provisions of CEQA. As indicated above, there are wetlands in the vicinity of the site, but these are outside the area of proposed use. A condition of approval is included for a qualified project biologist to delineate the wetlands in the field and that they be marked with temporary orange fencing to prevent inadvertent damage during grading.

The use of buses for Googles employees will serve to remove single occupancy vehicles from the roadways and thereby reduce greenhouse gas emissions for the region, reducing environmental impacts that would otherwise result from single occupant vehicles.

c) the interim use will not obstruct redevelopment;

The proposal **complies** with this finding.

In considering approval of the Interim Use Permit, the Planning Commission must find that the use "...will not obstruct, interfere with, or delay the intended redevelopment of the property..." (BMC Section 17.41.060.C). Given the short duration of the proposed use and that fact that it will not include any permanent structures, there would be no obstruction to redevelopment plans. A condition of approval is included to address vacation of the site should redevelopment be advanced during the permit period.

d) all required public utilities and other infrastructure are or will be available;

This proposal **complies** with this finding.

The infrastructure of the roadway is provided via Tunnel Avenue with nearby U.S. 101 freeway access via Beatty Avenue. No utilities are required for this use.

e) the use will benefit the property and/or the public;

The proposal **complies** with this finding.

The use would benefit the public in that the bus yard would support the use of commuter buses and thereby reduce greenhouse gas emissions for the region.

f) encourage the employment of Brisbane residents to the extent it is reasonably possible to do so.

The proposal **complies** with this finding.

The applicant indicates that their employment recruitment program will include directed outreach to Brisbane residents, to the extent possible. Google utilizes vendor partners for bus driver services and has indicated that they will encourage those vendors to post job openings in the City's Chamber of Commerce publication, the Luminary.

Grading

In 2003, the Planning Commission adopted guidelines and findings for reviewing grading applications based on General Plan policies.

- a. The proposed grading is minimized and designed to reflect or fit comfortably with the natural topography.
- b. The proposed grading is designed to avoid large exposed retaining walls.
- c. The proposed grading is designed to conserve existing street trees.
- d. The proposed grading complies with the terms of the San Bruno Mountain Area Habitat Conservation Plan Agreement and Section 10(a) Permit, if and as applicable.

The proposal either **complies or is not applicable to** these findings. The only applicable finding is the first and the grading will not appreciably change the relatively flat topography of the site, except to even out the surface of this relatively flat site and provide a layer of base rock. There would be no retaining walls, no effected trees and the site is not within the HCP. It should be noted that technical issues such as soil stability, erosion control and site drainage are under the purview of the City Engineer, as a separate grading permit.

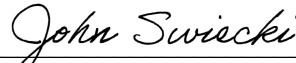
Finally, note that this application was routed to the City Engineer/Public Works Director, Fire Dept., Police Dept., San Mateo County Environmental Health, Regional Water Quality Control Board, Bayshore Sanitary District, San Francisco Water and CalTrain JPB for review and comment. There were no objections to the proposed use. Proposed conditions of approval are provided with the attached resolution.

ATTACHMENTS:

- A. ~~Vicinity Map~~
B. ~~Site Photograph~~
C. Applicant's Project Description
D. Applicant's Vehicle Trip Estimates
E. ~~Applicant's Proposed Plans~~
F. ~~Draft Resolution UP-4-19/EX-3-19~~
- Removed items have been superseded, provided elsewhere, or not a subject of this appeal.



Ken Johnson, Senior Planner



John Swiecki, Community Development Director

RECEIVED

JUN -3 2019

Comm. Dev. Dept. Brisbane

Project Description - Google Shuttle Bus Parking

May 31, 2019

Sunquest Properties in partnership with Google is requesting a new 5-year Interim Use for 3-acres (130,680 sf of land) ("Site") intended as a bus parking location so Google can consolidate three separate parking locations in San Francisco and South San Francisco.

The purposed tenant, Google (GOOG), is a leading global technology company with tens of thousands of employees based locally. Google is headquartered in Mountain View, CA with offices in San Francisco, San Bruno, and Sunnyvale. With employees and offices spread across the region, the Google Bus operation has become a major component of the company's strategy for managing their workforce's transportation needs. The Google Bus operation also supports the Companies efforts to reduce congestion and emissions caused by single-occupant cars, especially during peak commuting times.

The Google Bus, also known as "GBus", program has expanded its operation year after year with 2018 being a record year in terms of ridership. In 2018, GBuses provided more than 4 million rides – picking up at 262 shuttle stops across nine Bay Area Counties. In aggregate, the shuttle program saved more than 40 thousand metric tons of CO2 and has helped Google employees avoid over 100 million vehicle miles on the year.

The Location is ideal for the use given its central location and convenient and direct access to 101 and other regional highways. GBuses will be able to come and go with the least amount of impact on local commuters due to the near-by on and off ramps which puts buses on the highway, in route to their shuttle stops in 2-5 minutes.

USE AND LOCATION

Google is pursuing the ability to use this site on a temporary basis, while they continue to pursue a permanent location in the region. Google has toured the site and based on the professional opinions of those interviewed, the tenant is confident they can make the site work economically, physically, and ecologically with minimal improvements. The project site will be graded, and gravel will be placed on the site to the City's standards, to allow for up to 90 buses to be temporarily parked and returned/retrieved with minimal dust in the air and dirt on the road. Lighting and security equipment will be powered by self-contained PV and storage systems which will power the necessary equipment for running the site safely and securely. Access will be provided through two gates along Tunnel Ave which will help streamline the flow of buses into and out of the property. Reducing idling time and minimizing traffic impacts on the public right of ways are of paramount importance.

FACILITY OPERATION AND VEHICLE ROUTING

Monday-Friday

- Up to 90 buses may be parked at any given time. The peak parking demand time is overnight from 10:00pm to 5:00am.
- Normal Operations:
 - Buses leave the site starting at 4:00am and return around 7:00pm
 - Buses are parked from around 7:00pm to 4:00am.
 - Up to 90 buses will be parked overnight until the shift begins at 4am the following day.
 - ~~In rare instances, light maintenance may need to occur and this would include battery jump starts, emergency tire repair, topping off fluids, etc.~~
 - Up to 90 personal vehicles to be parked when buses are in service. Personal vehicles would belong to bus drivers and other support staff

Saturday-Sunday and holidays:

- Up to 90 buses may be parked at any given time

Days and hours of operation:

- Monday - Friday: 4am-11pm, no activity between 10am-7pm as all buses will be out in service.
- Buses park midday in Mountain View, CA

ON-SITE PERSONNEL

There shall be no permanent on-site personnel. Google will utilize a contracted security officer, who monitors and patrols the Companies assets in South San Francisco and San Bruno.

VEHICLE MAINTENANCE

There will be absolutely no vehicle maintenance performed on this site. Bathrooms will be pumped out at an offsite facility.

FENCING, SECURITY, AND SITE LAYOUT

Proposed perimeter fencing and vehicle barriers {e.g., concrete K-rail} will be added as shown in the attached site plan. A manually operated security gate will also be installed at the entrance. These additions will enhance the existing perimeter elements and mitigate the potential for unwanted access to this portion of the site. Two ingress/egress gates servicing the site from Tunnel Avenue with adequate clearance to accommodate the vehicle and bus operations will also be provided as shown on the site plan.

GRADING

The existing topography of the site will remain essentially as-is while grading will serve to level out soil piles and clear brush and debris. A crushed rock overlayer will sit above any exposed dirt to mitigate the potential of airborne dust resulting from the operations at the site.



Google Buses - Interim Use Application

Buses <u>Inbound to</u> and <u>Outbound from</u> Brisbane (Average)							
Cars <u>Inbound to</u> and <u>Outbound from</u> Brisbane (Average)							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
2400-0100							
0100-0200							
0200-0300							
0300-0400	30	30	30	30	30		
0400-0500	30/ 30	30/ 30	30/ 30	30/ 30	30/ 30		
0500-0600	30/ 30	30/ 30	30/ 30	30/ 30	30/ 30		
0600-0700	30	30	30	30	30		
0700-0800							
0800-0900							
1000-1100							
1100-1200							
1200-1300							
1300-1400							
1400-1500							
1500-1600	10	10	10	10	10		
1600-1700	10/10	10/10	10/10	10/10	10/10		
1700-1800	20/10	20/10	20/10	20/10	20/10		
1800-1900	20/20	20/20	20/20	20/20	20/20		
1900-2000	30/20	30/20	30/20	30/20	30/20		
2000-2100	30	30	30	30	30		
2100-2200							
2200-2300							
2300-2400							

1. **PUBLIC HEARING: Interim Use Permit UP-7-19 (Continuation of UP-4-18); Baylands, East of Bayshore Boulevard, between Icehouse Hill and the Caltrain rail lines; C-1 Commercial Mixed Use District;** Interim Use Permit to allow the previously approved interim use to continue through December 2020, to allow outdoor staging of construction materials and equipment and assembly of work trains and rail track segments on an approximately 3.5-acre vacant site with an existing rail spur, to support improvements along the Caltrain rail-line corridor; Zach Mayes, applicant; Universal Paragon Corp., owner.

Senior Planner Johnson gave the staff presentation and answered Commissioner questions regarding metering of the temporary water connection and the lack of noise complaints.

Chairperson Sayasane opened the public hearing.

Zach Mayes, applicant, addressed the Commission in support of the application.

Seeing no others wishing to speak, Commissioner Mackin moved and Commissioner Gomez seconded to close the public hearing. The motion was approved 5-0.

Commissioner Mackin moved to adopt resolution UP-7-19. The motion was seconded by Commissioner Patel and approved 5-0.

2. **PUBLIC HEARING: Interim Use Permit UP-4-19/Grading Review EX-3-19; 600 Tunnel Avenue, in the Baylands subarea, a vacant site south of the Golden State Lumber storage yard, between Tunnel Avenue and the Caltrain rail lines; C-1 Commercial Mixed Use District;** Interim Use Permit to allow staging of up to 90 Google commuter buses to serve Peninsula Google employees on an approximately 3-acre vacant site for up to 5 years, including preparatory site grubbing and approximately 4,500 cubic yards of grading with base rock; Eric Aronsohn, applicant; Oyster Point Properties Inc. (Universal Paragon Corp.), owner.

Senior Planner Johnson gave the staff presentation and answered Commissioner questions regarding proposed on and off-site circulation, potential impacts to the capped landfill and adjacent wetland habitat, truck travel patterns of other businesses in the area, lighting, dust control, and stormwater management.

Chairperson Sayasane opened the public hearing.

Eric Aronsohn, representing owner Universal Paragon Corp, and Ross Benson, representing proposed tenant Google, addressed the Commission in support of the application.

Mary Rogers, Brisbane resident, addressed the Commission in opposition to the application.

Tamara, employee of Golden Gate Lumber, addressed the Commission regarding the timing of lumber yard operations within the vicinity of the proposed parking lot.

Seeing no others wishing to speak, Commissioner Patel moved and Commissioner Gooding seconded to close the public hearing. The motion was approved 5-0.

After deliberation, Commissioner Gooding moved to adopt resolution UP-4-19/EX-3-19, modified to reduce the term of the interim use permit to two years and to require that routing of vehicles be to the north to connect to U.S. 101. It was also advised that any application to extend the use permit beyond 2 years should include traffic circulation and trip count data. The motion was seconded by Commissioner Gomez and approved 4-1 (Mackin).

I. STUDY SESSION

RESOLUTION UP-4-19/EX-3-19

A RESOLUTION OF THE PLANNING COMMISSION OF BRISBANE
 CONDITIONALLY APPROVING INTERIM USE PERMIT UP-4-19 AND GRADING
 REVIEW EX-3-19
 TO ALLOW THE USE OF A VACANT SITE ON THE BAYLANDS TO BE USED FOR
 A GOOGLE BUS STAGING YARD

WHEREAS, Eric Aronsohn applied to the City of Brisbane for an Interim Use Permit UP-4-19 and Grading Review EX-3-19 to allow outdoor staging of Google buses on an approximately 3 acre vacant site on the Baylands, at 600 Tunnel Avenue, between Tunnel Avenue and the CalTrain rail lines; and

WHEREAS, on October 24, 2019, the Planning Commission conducted a hearing of the application, at which time any person interested in the matter was given an opportunity to be heard; and

WHEREAS, the Planning Commission reviewed and considered the staff memorandum relating to said application, the written and oral evidence presented to the Planning Commission in support of and in opposition to the application; and

WHEREAS, the Planning Commission finds that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act; pursuant to Section 15304 of the State CEQA Guidelines; and

WHEREAS, the Planning Commission of the City of Brisbane hereby makes the findings attached herein as Exhibit A in connection with the Interim Use Permit.

NOW THEREFORE, based upon the findings set forth hereinabove, the Planning Commission of the City of Brisbane, at its meeting of October 24 2019 did resolve as follows:

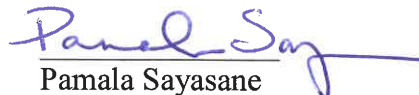
Interim Use Permit UP-4-19 is approved, with modifications as noted in the conditions of approval, and the recommendation of City Engineer approval of the proposed grading EX-3-19 is approved per the conditions of approval attached herein as Exhibit A.

ADOPTED this twenty-fourth day of October, 2019, by the following vote:

AYES: Gomez, Gooding, Patel, Sayasane

NOES: Mackin

ABSENT:


 Pamala Sayasane
 Chairperson

ATTEST:


 JOHN A. SWIECKI, Community Development Director

EXHIBIT A

ACTION TAKEN: Conditionally approved Interim Use Permit UP-4-19 and Grading Review EX-3-19 per the staff memorandum with attachments, via adoption of Resolution UP-4-19/EX-3-19.

(Note: Modifications imposed by the Planning Commission on October 24, 2019 are shown in redline/strikeout.)

FINDINGS:

1. The proposed interim use and the conditions under which it would be operated will not be detrimental to the public health, safety or welfare, or injurious to properties or improvements in the vicinity, as described in the staff memorandum;
2. The proposed interim use is categorically exempt from environmental review pursuant to Section 15304(e) of the California Environmental Quality Act (CEQA) Guidelines and will not result in any significant adverse environmental impacts;
3. The proposed interim use will not obstruct, interfere with, or delay the intended redevelopment of the property in accordance with the uses anticipated in the General Plan or any adopted specific plan applicable to the site, inasmuch as there are no permanent site improvements proposed.
4. There are no required public utilities since the use is for bus staging only. The infrastructure of Tunnel Avenue will provide for roadway access and lavatories and recycling is contained on the buses, so that the interim use will operate in a safe, sanitary, and lawful manner.
5. The use will benefit the property and/or the public in that it would be used to facilitate bus ridership for Google employees thereby reducing greenhouse gas emissions that will benefit the public throughout the region.
6. The use would encourage the employment of Brisbane residents to the extent it is reasonably possible to do so.
7. The proposed grading is minimized and designed to reflect or fit comfortably with the natural topography.
8. The proposed grading would not include retaining walls.
9. The proposed grading would not impact trees.
10. The proposed grading is not within the San Bruno Mountain Area Habitat Conservation Plan area.

CONDITIONS OF APPROVAL:

Site Preparation

- A. The applicant shall obtain a grading permit from the City Engineer prior to start of grading and shall complete grading to the satisfaction of the City Engineer.
- B. Grading shall comply with stormwater NPDES requirements, including Best Management Practices, to the satisfaction of the City Engineer.
- C. Prior to grading, the applicant shall coordinate with CalTrain to locate and mark the location of the CalTrain fiber line that runs near the proposed site.
- D. Prior to grading, the project biologist shall clearly mark out the extents of the wetlands area in the field and temporary orange safety fencing shall be placed at least 20 feet from the wetlands perimeter, to prevent damage to these areas during grading.
- E. Applicant shall notify the County and Water Board at least 72 hours prior to grading operations and shall comply with any conditions imposed by these agencies.
- F. Portable security lighting shall be placed and maintained downwards onto the site and not up or outwards, such that it would present a hazard or significant glare to off-site properties. Any modification to the lighting plan shall be subject to Planning Director approval.
- G. Security fencing shall be placed to the satisfaction of the Planning Director. Entry gates shall be set back from Tunnel Avenue, such that buses will not back up onto Tunnel Avenue while gates are being opened or closed.
- H. Per the Fire Department:
 - a. Minimum 4 inch tall address numbers shall be posted at each entrance gate.
 - b. All flammable vegetation must be cut and removed from the interior of the lot.
 - c. Flammable vegetation must be cut and removed a minimum of 30 feet away from the property line, around the exterior of the lot being used, to provide a fuel break from the Baylands vegetation, except that vegetation within the wetlands areas shall not be removed without approval by the project biologist.

Prior to Bus Yard Operation

- I. The prospective operator shall maintain a business license through the City's Finance Dept.
- J. Prior to start of operations, Google shall coordinate with CalTrain to provide residential outreach to inform them of the Google buses to be operating in the area.
- K. Per the County Environmental Health Services, the operator shall provide to the County a maintenance and monitoring program to maintain the base rock surface and to minimize surface ponding of the storm water. A copy shall also be provided to the City Planning Director.

Operational Conditions

- L. No storage is permitted, other than the Google bus parking and parking of the drivers' vehicles used to retrieve buses.
- M. The site shall be maintained free of trash and debris. Trash and recycling shall be contained on the buses for disposal at an authorized off site location.
- N. The project shall comply with stormwater NPDES requirements on an ongoing basis to the satisfaction of the City Engineer.
- O. Per the City Engineer, all vehicles utilizing the yard shall be in compliance with vehicle weight requirements specified in California Vehicle Code Sections 35550-35558. Storage of any vehicles over these weight requirements shall be subject to approval by the City Engineer, who may impose additional conditions.
- P. Routing of vehicles shall be to the north along Beatty Avenue to connect to U.S. 101 to and from the site.
- Q. The site and surrounding area shall be maintained for the duration of the use in compliance with North County Fire Authority requirements, per condition H.
- R. Maintenance of vehicles is not permitted on the site.
- S. The gravel site surface shall be maintained to prevent water from ponding on the site and to provide for dust control to the satisfaction of the City Engineer.
- T. This site shall not be paved with an impervious surface. Any such proposal would be subject to further review and approval by the Planning Director and City Engineer and review under the Water Board C.3 provisions.
- U. Per the Bayshore Sanitary District requirements:
 - No onsite wastewater facilities, other than those on the buses are permitted.
 - No SFPUC water connection is permitted without a permit amendment.
 - No wastes from the buses into the District's wastewater collection system shall be permitted.
- V. Minor modifications to this use permit may be approved by the Planning Director upon written request.
- W. If the City determines that the interim use would interfere or obstruct planned public improvements, within a 90-day written notice by the City the permittee shall abandon the interim use and remove improvements at its own expense.
- X. This Use Permit is subject to the revocation procedures established in Brisbane Municipal Code Chapter 17.48.

Mandatory Conditions, per BMC Section 17.41.070:

- Y. Since the use is being operated by a person other than the owner of the property, the owner and the operator are furnish the city with an agreement (or a copy of a lease containing such agreement) that: (i) the operator's right to possession of the premises for the purpose of conducting the interim use is dependent upon the interim use permit having been granted and maintained in full force and effect; and (ii) the operator's right to possession of the premises for the purpose of conducting the interim use will terminate upon any expiration or revocation of the interim use permit; and (iii) it shall be the responsibility of the owner to terminate the operator's possession of the premises upon any expiration or revocation of the interim use permit if the operator continues to utilize the premises for the conduct of such interim use.
- Z. The permittee shall be jointly and severally liable for all costs and expenses, including attorneys' fees, the city may incur to enforce the conditions of the interim use permit upon any breach thereof by the permittee, or to abate and remove the interim use upon any failure by the permittee to discontinue such use, or to evict the operator of such use, upon the expiration or revocation of the interim use permit.

Project Close Out:

- AA. Vehicles, fencing and lighting shall be removed from the site by the close of the interim use permit period or upon other vacation of the use.
- BB. This Interim Use Permit shall expire ~~five years~~ **two years** from the effective date of the interim use permit.
- CC. **Reapplication for use permit renewal should include actual traffic routing and trip count data.**

File Attachments for Item:

M. Consider Approval of Use Permit 2022-UP-2; 1000 Sierra Point Parkway; SP-CRO Sierra Point Commercial District; Use Permit application to allow the use of minipigs in medical research and development (R&D) by Bristol-Myers Squibb in the existing, approximately 9,000 square foot vivarium; Ricardo Garcia, applicant; HCP LS Brisbane LLC, owner



CITY COUNCIL AGENDA REPORT

Meeting Date: May 19, 2022

From: John Swiecki, Community Development Director

Subject: Use Permit Application 2022-UP-2, 1000 Sierra Point Parkway, within the SP-CRO Sierra Point Commercial District, to allow the use of minipigs in medical research and development (R&D) by Bristol-Myers Squibb.

Community Goal/Result

Safe Community - Residents and visitors will experience a sense of safety.

Purpose

To consider the proposed use permit application for Bristol-Myers Squibb (BMS) to conduct research on minipigs for cardiovascular research.

Recommendation

That the City Council approve the requested use permit application 2022-UP-2, via adoption of the draft Resolution, containing the findings and conditions of approval (Attachment 1).

Background

On June 16, 2008, City Council adopted Ordinance 528 which allowed for research and development (R&D) uses at Sierra Point. That ordinance, codified as BMC Section 17.18.035.B allows for R&D using certain live animals (live insects, rodents, rabbits, fish, and amphibians) as permitted by-right while certain others (live dogs, cats, or nonhuman primates) are prohibited. Those that are not identified as either permitted or prohibited are subject to a use permit, pursuant to Section 17.18.020.K. The findings required for Use Permit approval are contained in BMC Sections 17.40.060.A & B and are listed below in this report.

Notably, per Brisbane Municipal Code Section 17.18.035, R&D use permits in this district are subject ***to the City Council's review and approval authority rather than the Planning Commission***, which typically has approval authority over use permits. The provision establishing City Council authority over R&D use permits in this zoning district was added by the City Council itself during deliberations on the draft ordinance in 2008. Until now no R&D use permit applications have been filed pursuant to the provisions of this ordinance.

The subject application was initially noticed in error for Planning Commission review; however it was removed from the Planning Commission agenda without being heard. All correspondence provided to the Planning Commission has been attached to this Council report for reference.

Discussion

As indicated above, the applicant proposes to utilize the existing vivarium to conduct R&D using minipigs. This is for cardiovascular medical research. The location of the use would be within BMS's existing, 9,000 square foot vivarium on the first floor of this 4-story, approximately 125K square foot R&D building, within The Shore biotechnology campus.

The applicant has indicated that the cardiovascular makeup of minipigs is similar to that of humans and so they serve an important function in this type of research. The BMS project description states that, "While smaller animals (rats and mice for instance) are valuable contributors at the beginning stages of disease research, many question about how a drug acts in the body need to be studied in an animal that more closely recapitulates the human physiology, metabolism, and disease process." The applicant has estimated that approximately 5 to 15 minipigs would be at the facility at any given time. Further details on the use are provided in the applicant's project description (Attachment 3)

The use permit provisions provide two findings for approval, per BMC Section 17.40.060. They are:

- i. In considering an application, the City Council shall consider and give due regard to the nature and condition of all adjacent uses and structures, and to general and specific plans for the area in question.
- ii. The City Council shall determine whether or not the establishment, maintenance or operation of the use applied for will, under the circumstances of the particular case, be detrimental to the health, safety, comfort and general welfare of the persons residing or working in the neighborhood of such proposed use, or whether it will be injurious or detrimental to property and improvements in the neighborhood or the general welfare of the city.

Adjacent Uses and General Plan Consistency— In regards to the first finding, the property is within The Shore biotechnology campus, adjacent to other R&D uses. The other nearest use is the City's Marina to the west. The use would be conducted indoors within a controlled vivarium environment in an existing R&D building.

The property is designated for a broad range of commercial land uses in the General Plan, including research and development, which is implemented through the SP-SCRO Sierra Point Commercial District zoning (BMC Chapter 17.18). This allows for the use via conditional use permit, as noted above.

Not Detrimental or Injurious to the Property, Neighborhood or City— On the second finding, the proposal would not be detrimental or injurious to the property, neighborhood or City. As noted above, the use would be conducted indoors within a controlled vivarium environment of an existing R&D building. As such, there would be no detrimental effects on any persons working in the neighborhood and there are no residences in the neighborhood, nor would there be injurious

or detrimental effects to property or improvements in the neighborhood or the general welfare of the City.

As such staff believes this use permit application meets the findings required for approval.

It should be noted that various correspondence has been received expressing opposition to the use of minipigs for research (Attachment 4). The opposition has been based on ethical questions that arise from R&D uses on minipigs, or animals in general. Conversely, the argument in favor of such research might be summarized in that it provides opportunities to advance research and knowledge into treatment of human heart disease and associated conditions, potentially providing broad health benefits. While staff recognizes and respects the differing perspectives surrounding this issue, the findings in the city's ordinance focus on whether there are impacts of a given use that would impact the health and safety of neighbors and potential impacts on property.

Despite that, note that the use is under the regulatory authority of the U.S. Department of Agriculture (USDA). Staff contacted the Veterinary Medical Officer with the USDA who has oversight responsibility for this facility. He indicated that the use will be subject to unannounced inspections by the USDA to ensure the welfare of the animals and indicated that there were no concerns with the proposed use at this facility. Zoning district requirements further require that R&D uses involving live animals comply with the latest version of *The Institute of Laboratory Animals Resources Guide for the Care and Use of Laboratory Animals*.

This application has also been reviewed by the Public Works Department, Police Department and North County Fire Authority and Building Department. None of the departments had objections to the proposed application.

Fiscal Impact

None.

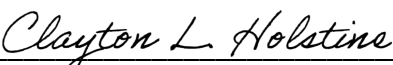
Measure of Success

Processing of this application for an R&D use permit consistent with Brisbane's Municipal Code.

Attachments

1. Draft Resolution 2022-XX with Findings and Conditions of Approval
2. Aerial photo of site location & vicinity
3. Applicant's Project Description
4. Correspondence from the Public


John Swiecki, Community Development Director


Clay Holstine, City Manager

ATTACHMENT 1

Draft - RESOLUTION 2022-~~XX~~
A RESOLUTION OF THE CITY COUNCIL OF BRISBANE
CONDITIONALLY APPROVING USE PERMIT 2022-UP-2
TO ALLOW FOR USE OF MINIPIGS FOR
RESEARCH AND DEVELOPMENT (R&D)
AT 1000 SIERRA POINT PARKWAY

WHEREAS, Ricardo Garcia, the applicant, on behalf of the tenant Bristol-Myers Squibb (BMS), applied to the City of Brisbane for a Use Permit to allow for R&D use of minipigs within the existing BMS vivarium at 1000 Sierra Point Parkway, such application being identified as Use Permit 2022-UP-2; and

WHEREAS, the use of existing facilities are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per Section 15301 of the State CEQA Guidelines and the exceptions to the categorical exemptions referenced in Section 15300.2 do not apply; and

WHEREAS, notice of the City Council public hearing was posted and mailed to property owners within 300 feet of the boundaries of the subject property and all interested parties requesting notice, per BMC Section 17.54.020 prior to the City Council hearing; and

WHEREAS, on May 19, 2022, City Council conducted a hearing of the application, at which time any person interested in the matter was given an opportunity to be heard; and

WHEREAS, the City Council of the City of Brisbane hereby makes the findings attached herein as Exhibit A in connection with the Use Permit.

NOW THEREFORE, BE IT RESOLVED by the City Council that:

Section 1.

- A. The above recitals are true and correct and incorporated herein by reference as if set forth in full.
- B. The City Council approves Use Permit 2022-UP-2 based on the findings and with the conditions of approval attached herein as Exhibit A.

Section 2.

This Resolution shall take effect immediately upon its adoption.

COLEEN MACKIN, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at the regular meeting of the Brisbane City Council on May 19th, 2022 by the following vote:

AYES:

NOES:

ABSENT:

INGRID PADILLA, City Clerk

EXHIBIT A

Action Taken: Conditionally approve Use Permit 2022-UP-2 per the staff memorandum with attachments, via adoption of Resolution 2022-XX.

Findings:

1. The City Council has considered and given due regard to the nature and condition of adjacent uses and structures and the use permit is consistent with the general plan and there is no specific plan adopted by the city council for the area in question.
2. The establishment, maintenance and operation of the use applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, comfort and general welfare of the persons residing or working in the neighborhood of such proposed use, nor will it be injurious or detrimental to property and improvements in the neighborhood or the general welfare of the city.

Conditions of Approval:

- A. The operator shall maintain its Business License with the City of Brisbane.
- B. The operator shall comply with the performance standards provided in BMC Section 17.18.045 regarding R&D uses.
- C. Operator shall comply with the requirements of the USDA, to ensure the welfare of the animals complies with USDA standards.
- D. Minor modifications to the use permit may be approved by the Community Development Director in conformance with all applicable requirements of the Municipal Code.

1000 Sierra Point Parkway

Site Vicinity Map



Introduction

This application describes a request for a use permit for the use of minipigs (*Sus scrofa*) in research in the existing Bristol-Myers Squibb (BMS) vivarium at 1000 Sierra Point Parkway, per Sections 17.18.020(K), 17.18.035(B) of the City of Brisbane Municipal Code. The BMS vivarium at Sierra Point is already constructed and staffed with suitability for indoor pig housing. The permit for the existing structure was granted by the City in 2008 as Building D of the Shore at Sierra Point project, an approximately 23-acre research and development campus in the current SP-CRO Sierra Point Commercial District. Occupancy began in 2020; the site is currently fully operational with approximately 150 full-time employees.

No modifications to the building are proposed in this application or associated with this proposed use. No changes in hazardous chemical storage or noise/odor generation are associated with this proposed use. The facility itself will be used to house swine that will be the subject of ongoing scientific investigation to advance scientific knowledge and treatment of human heart disease and associated conditions. Typical laboratory equipment, office space and other furnishings typical of a science lab are housed within the building on the property in question.

Background and Objective

While smaller animals (mice and rats, for instance) are valuable contributors at the beginning stages of disease research, many questions about how a drug acts in the body need to be studied in an animal that more closely recapitulates the human physiology, metabolism, and disease process. Pigs are a particularly valuable species and are especially notable for their similarities to the human cardiovascular system. BMS employs sound, scientifically advanced methods to develop swine populations that mirror heart disease found in humans.

Project Conduct

BMS has substantial experience and expertise in conducting a wide range of scientific research which often necessarily involves the use of animals. It is for this reason that BMS has established strict internal policies and practices that are designed to meet our own standards and those of all applicable governmental agencies. BMS proudly promotes a culture of excellence in animal welfare, with an active oversight committee, 24/7 availability of laboratory animal veterinarians and veterinary staff, regular internal welfare assessments, and third-party accreditation in AAALAC International, the leading, internationally-recognized organization that promotes the humane treatment of animals in science through voluntary accreditation and assessment programs. All animal activities will comply with federal and local regulations, and the site has obtained and maintains a research registration with the United States Department of Agriculture. Additionally, the animal program will adhere to or exceed the standards described in the Guide for the Care and Use of Laboratory Animals (Institute for Laboratory Animal Research, National Research Council).

BMS is committed to the humane and scientifically appropriate use of animals in research, in unison with our dedication to innovative clinical advancements. Through sophisticated study methods and rigorous scientific principles, our investigators drive the development of high-quality medicines that address the unmet medical needs of patients with serious diseases. Establishing this research at the Sierra Point site will connect our existing cardiovascular team with the resources needed to rapidly develop and progress novel therapies to waiting patients. Beyond satisfying the City's permit requirements, BMS views its commitment to its planned operation at this location as vital to the continued scientific advances critical to our public health mission.

With approval, we look forward to initiating this much-needed work. We have carefully reviewed the permit submission requirements and guidance and believe we have furnished all information necessary to support issuance of the requested use permit. We appreciate the City Council's thoughtful review of this permit application for the use of minipigs in research at the BMS Sierra Point site. We are available for any questions, clarifications, or additional information the Council would find helpful during the review process.

Selected Scientific Publications:

Olivotto, I., Oreziak, A., Barriaes-Villa, R., Abraham, T. P., Masri, A., Garcia-Pavia, P., Saberi, S., Lakdawala, N. K., Wheeler, M. T., Owens, A., Kubanek, M., Wojakowski, W., Jensen, M. K., Gimeno-Blanes, J., Afshar, K., Myers, J., Hegde, S. M., Solomon, S. D., Sehnert, A. J., ... Yamani, M.. (2020). Mavacamten for treatment of symptomatic obstructive hypertrophic cardiomyopathy (EXPLORER-HCM): a randomised, double-blind, placebo-controlled, phase 3 trial. *The Lancet*, 396(10253), 759-769. [https://doi.org/10.1016/s0140-6736\(20\)31792-x](https://doi.org/10.1016/s0140-6736(20)31792-x)

Ho, C. Y., Mealiffe, M. E., Bach, R. G., Bhattacharya, M., Choudhury, L., Edelberg, J. M., Hegde, S. M., Jacoby, D., Lakdawala, N. K., Lester, S. J., Ma, Y., Marian, A. J., Nagueh, S. F., Owens, A., Rader, F., Saberi, S., Sehnert, A. J., Sherrid, M. V., Solomon, S. D., Wang, A., ... Heitner, S. B. (2020). Evaluation of Mavacamten in Symptomatic Patients With Nonobstructive Hypertrophic Cardiomyopathy. *Journal of the American College of Cardiology*, 75(21), 2649-2660. <https://doi.org/10.1016/j.jacc.2020.03.064>

Silva, K., & Emter, C. A. (2020). Large Animal Models of Heart Failure: A Translational Bridge to Clinical Success. *JACC. Basic to translational science*, 5(8), 840-856. <https://doi.org/10.1016/j.jacbts.2020.04.011>

Stricker-Krongrad, A., Shoemake, C., Brocksmith, D., Liu, J., Hamlin, R., & Bouchard, G.. (2017). Comparative cardiovascular physiology and pathology in selected lineages of minipigs. *Toxicology Research and Application*, 1, 239784731769636. <https://doi.org/10.1177/2397847317696367>

Gutierrez, K., Dicks, N., Glanzner, W. G., Agellon, L. B., & Bordignon, V. (2015). Efficacy of the porcine species in biomedical research. *Frontiers in genetics*, 6, 293. <https://doi.org/10.3389/fgene.2015.00293>

Animal Welfare Resources:

Animal Welfare Act and Regulations (USDA): <https://www.nal.usda.gov/legacy/awic/animal-welfare-act>

Guide for the Care and Use of Laboratory Animals, 8th Ed. ("The Guide"):
<https://www.ncbi.nlm.nih.gov/books/NBK54050/>

AAALAC International: <https://www.aaalac.org/>

The "3Rs": <https://nc3rs.org.uk/the-3rs>

Attachment A

How has the project been designed and operated in order to be compatible with the nature and condition of all adjacent uses and structures, and with general and specific plans for the area in question?

This proposal incorporates no alterations to the existing area at or around 1000 Sierra Point Parkway. All work will be conducted entirely inside the facility.

How will the proposed use be designed and operated in order to not be detrimental to the health, safety, comfort and general welfare of the persons residing or working in the neighborhood?

The proposed use would have no detrimental effect on the safety, comfort, or general welfare of the persons residing in the Brisbane community. All elements of this work will be contained within the facility. All scientific work within BMS is designed and conducted in compliance with local, federal, and company safety requirements under the direction of the BMS biosafety officer.

How will the proposed use be designed and operated in order to not be injurious or detrimental to property and improvements in the neighborhood or the general welfare of the city?

The proposed use will be conducted entirely within the BMS facility, therefore, there is no risk of detrimental impact on the property or improvements in the neighborhood. The objective of all scientific work at BMS is for the ultimate improvement of human health, and seeks to improve the welfare of patients at a city level and global scale.

From: Chris Brinkman <chris@tnl-global.com>
Date: April 12, 2022 at 5:38:39 PM PDT
To: "Holstine, Clay" <clayholstine@ci.brisbane.ca.us>
Subject: Important - re: pig testing

Dear Clay,

I would like to register my very strong opposition to the permit application by Bristol-Myers Squibb to add baby pig testing in there vivarium. This type of testing is cruel and unusual to sentient beings particularly those as intelligent as pigs. These animals will suffer needlessly unless we deny this inappropriate testing scheme. As a society we can do better than taking shortcuts like this, we can improve and develop pharmaceuticals in more humane ways. If humans are the Apex creature, we need to use our brains in our compassion to care for other animals that don't have a voice in this matter. I hope you will use your best judgment in considering my request.

If you would, please forward my email to the planning commission and add this to the public document records for this permit application.

In mutual compassion,

Chris Brinkman
Santa Rosa, CA

From: Jennifer Kalk <jenkalk100@gmail.com>
Date: April 12, 2022 at 11:28:33 PM PDT
To: "Holstine, Clay" <clayholstine@ci.brisbane.ca.us>
Subject: Use of piglet's for testing

Dear Sir

I am very much against, in fact horrified that Bristol Myers Squibb is applying for a permit to use baby pigs for testing heart medications. This cannot be allowed!!

Please forward my email to the entire Planning Commission and make my request and comment public by making it part of the "Public Documents" for this permit application.

Thank you

Jennifer Kalk

Sent from my iPhone

From: Laura Watson <lauraxwatson@gmail.com>
Date: April 12, 2022 at 7:05:00 PM PDT
To: "Holstine, Clay" <clayholstine@ci.brisbane.ca.us>
Subject: Bristol Myers Squibb -- Pig Testing

Dear Clay Holstine,

As an advocate for animals and a volunteer at [Goatlandia](#), farm animal sanctuary, I am writing to you in regards to the application from Bristol Myers Squibb to put before the Brisbane Planning Commission to add baby pig testing in their Vivarium. This is an expansion of the testing that they do on Rats and Mice. In my experience, I have seen first-hand how so many animals are in desperate need to to have a safe and loving environment because they have been mistreated. Please do not allow the mistreatment and testing to go this far and expand to baby pigs.

I am asking for a **denial of the permit and for Bristol Myers Squibb to find appropriate and alternate ways to test their new heart medications.**

Please forward this email to the entire Planning Commission and please make this request public by making it part of the "Public Documents" for this permit application.

Thank you,
Laura Watson

From: Jane McLaughlin <askjane@mac.com>
Sent: Tuesday, April 12, 2022 4:44 PM
To: Holstine, Clay <clayholstine@ci.brisbane.ca.us>
Subject: NO pig testing

Dear Mr. Holstine,

I understand that Bristol Myers Squibb will be applying to the city of Brisbane for a permit that will allow them to test their product Vivarium on baby pigs. It's already bad enough that they test on rats and mice, but testing on baby pigs is especially disgusting.

As an advocate for all animals (yes, even rats and mice), I request that you deny Bristol Myers Squibb their permit application.

Please forward this email to the entire Planning Committee. At the same time, I ask that you make my opposition public by including this request as part of the "Public Documents" for the permit application.

Sincerely,
Jane McLaughlin
301 Orchards St
Healdsburg CA
650-533-5866

From: Michele Buchanan <mdb2218@gmail.com>
Sent: Wednesday, April 13, 2022 8:48 AM
To: Holstine, Clay <clayholstine@ci.brisbane.ca.us>
Subject: STOP Bristol Myers Squibb from testing on baby pigs

Mr. Holstine,

I am VERY opposed to the permit application to test on baby pigs by Bristol Myers Squibb for their Vivarium.

I am asking denial of the permit and for Bristol Myers Squibb to find appropriate and alternate ways to test their new heart medications.

Please forward my email to the entire Planning Commission and PLEASE make my request and comment public by making it part of the “Public Documents” for this permit application.

Thank you for considering the welfare of animals and humans.

Michele Derum

From: Jean Sieper <siepers@comcast.net>

Sent: Wednesday, April 13, 2022 12:56 PM

To: Planning Commissioners <PlanningCommissioners@ci.brisbane.ca.us>; cholsteine@ci.brisbane.ca.us

Subject: Urgent: Please Reject Use Permit 2022-UP-2

Dear Members of the Planning Commission,

As a physician and scientist, we urge you to reject Use Permit 2022-UP-2 for Bristol-Myers Squibb (BMS), which is requesting to expand its animal experimentation facility to include minipigs. Approval of this permit would be a detriment to our community and an endorsement of the inhumane and flawed use of animals in the testing of pharmaceuticals.

While the Food & Drug Administration (FDA) requires that companies test pharmaceuticals in nonhuman animals, 95 percent of drugs that prove safe in animals fail in human clinical trials. To address this problem, Sen. Cory Booker, who represents a state heavy with pharmaceutical and biotech companies, and Sen. Rand Paul co-sponsored the FDA Modernization Act. The bill, which is gaining steam in Congress, would help remove FDA's antiquated requirement for animal tests—a prerequisite that many pharmaceutical companies would like to see abolished.

One drug company, Vanda Pharmaceuticals, sued FDA in an effort to avoid unnecessarily testing its drug on beagles, pointing out that the test would not provide human-relevant data. While Vanda and others recognize the lack of scientific necessity when it comes to the use of animals, Bristol-Meyers Squibb is investing even more in the antiquated approach. FDA has even identified "Advancing Novel Technologies to Improve Predictivity of Non-clinical Studies and Replace, Reduce, and Refine Reliance on Animal Testing" as a priority area.

Brisbane should invest in organizations that are employing 21st century research methods. Further, high-paying jobs in science and research need not involve the use of animals. Many major pharmaceutical companies and private research labs have, in recent years, invested heavily in non-animal methods:

In 2013, Harvard University announced that it would close its New England Primate Research Center, choosing to instead focus on other areas of research.

In 2012, contract research company Covance announced that it was closing its animal testing facility in Chandler, Ariz., just 3 years after the local government had heavily aided its creation.

In comparison, labs entirely focused on non-animal methods or replacing animals in testing and research are more plentiful now than ever before. In Maryland, there is the Institute for In Vitro Sciences. Harvard now has the internationally recognized Wyss Institute, which is a leader in developing organs-on-a-chip, which allow for the testing of drugs and chemicals using human cells rather than

nonhuman animals.

One of the “Conditions of Approval” for the requested permit states that Bristol-Myers Squibb “shall comply with the requirements of the USDA, to ensure the welfare of the animals comply with USDA standards.” However, this requirement is toothless.

Compassionate people would like the laws governing the use of animals in laboratories to forbid cruelty, but that is simply not the case. Research facilities like Bristol-Myers Squibb are subject to incredibly weak federal laws and rules. Under the Animal Welfare Act, no experiments are prohibited—including those that inflict pain. The law is primarily a husbandry statute that regulates the size of cages, cleanliness, and food and water. In addition, the USDA, which is supposed to enforce the Animal Welfare Act, was cited by its own inspector general for closing investigations involving grave violations, including animal deaths and serious repeat violations; failing to properly apply financial penalties, reducing fines by an average of 86 percent; and wasting resources by conducting inspections at facilities that did not house animals covered by the Animal Welfare Act. In February 2019, *The Washington Post* reported: “USDA inspectors documented 60 percent fewer violations at animal facilities in 2018 from the previous year. ...The drop in citations is one illustration of a shift—or what critics call a gutting—in USDA’s oversight of animal industries.” In May 2021, *Science* reported that “USDA now only partially inspects some lab animal facilities, internal documents reveal,” further revealing the agency’s low standards.

We urge you to reject Use Permit 2022-UP-2 and stand up for modern science and the welfare of animals. If you have further questions about this issue, we urge you to contact the Physicians Committee for Responsible Medicine, a global nonprofit that is one of the world’s preeminent sources of education on modern research and testing methods.

Thank you for your time and attention to this issue.

Very truly,
William J. Sieper, D.O. and Jean M. Sieper, Ph.D.
475 Crestmont Dr.
San Francisco, CA 94131-1018

File Attachments for Item:

N. Consider Introduction of an Ordinance Amending Chapters 15.01 (Grading Ordinance) and Section 17.32.220, Brisbane Municipal Code (Review of Grading Permits)



CITY COUNCIL AGENDA REPORT

Meeting Date: May 19, 2022

From: Clay Holstine, City Manager and Michael Roush, Legal Counsel

Subject: Proposed Ordinance Amending Chapters 15.01 (Grading Ordinance) and Section 17.32.220, Brisbane Municipal Code (Review of Grading Permits)

RECOMMENDATION:

Introduce the attached Ordinance comprehensively updating the City's Grading Ordinance and amending Section 17.32.220, Brisbane Municipal Code. Note that the Infrastructure and Utilities has recommended the Ordinance be introduced/adopted.

BACKGROUND

The City's Grading Ordinance, codified in Chapter 15.01 of the Brisbane Municipal Code, was comprehensively revised in 1989. In 2012-2013 the City undertook a comprehensive update of the Grading Ordinance, partially in response to the settlement of a lawsuit arising out of the City's approval of a condominium project on Bayshore Boulevard in 2007.

Based on that settlement, specific provisions were recommended to be included in the Grading Ordinance including: (a) increasing the amount of the fines and penalties for violations; (b) prohibiting the removal of existing vegetation having habitat value without providing mitigation; and (c) requiring habitat restoration of graded areas within the boundaries of the Habitat Conservation Plan (HCP) where the grading would decrease the presence of exotic/non-native plant species. Additional revisions were proposed to reflect either best technical practices or to clarify procedures within the Ordinance.

In 2013, the Planning Commission recommended approval of the amendments but the draft ordinance was tabled by the City Council in 2013. The City Council discussed the amendments but never voted on them in light of potentially related matters, including a proposed development of the Baylands.

In April 2021, the City Council reconsidered the draft Grading Ordinance. Council did not have any concerns with the technical revisions to the Ordinance nor the amendments set forth in (a), (b) and (c) in the prior paragraph. The only area with which Council expressed concern was the

perception that the amendments would diminish the role of the community in having a voice about certain proposed grading permits, in particular where grading resulted in retaining walls that would be visible to the public. (The Planning Commission expressed a similar concern.) Because of that concern, Council deferred action on all the amendments to the Ordinance and requested that staff bring back the Ordinance for further consideration after having given due consideration to ensuring a role for the community when the Planning Commission was reviewing certain applications for grading permits.

Staff has reviewed the issue as directed by Council and is proposing revisions to the Ordinance to address that concern. Before scheduling the Ordinance for full Council consideration, however, staff presented the amendments to the Infrastructure and Utilities subcommittee (Mayor Mackin and Councilmember Lentz) on April 25. After review and discussion, the subcommittee recommended support for all the proposed amendments.

DISCUSSION

Planning Commission Review

Under the current Grading Ordinance, in addition to the City Engineer's review and approval of a grading permit, a permit (undefined) is also required from the Planning Commission under certain circumstances, for example, when more than 250 cubic yards of material are involved in a single operation. Section 15.01.081, Brisbane Municipal Code. (The Zoning Ordinance, at Section 17.32.220, has a parallel provision.) In addition, any person may appeal to the Planning Commission the issuance, denial, conditions, suspension or revocation of a grading permit. Section 15.01.130, BMC.

The amendments brought forward in 2021 continued the Planning Commission's review of certain grading permit applications but, because of legal concerns, eliminated appeals to the Planning Commission. That change caused concern that the community would not have an opportunity to be heard concerning certain grading permit applications. That was not staff's intent but the amendments now set forth in Sections 15.01.110 and 17.32.220 of the attached Ordinance now make clear that the community, as well as the Planning Commission, will continue to have a meaningful role concerning certain grading permit applications.

As proposed, the Ordinance would provide that in certain instances, before the City Engineer issues a grading permit, the Planning Commission, at a noticed public hearing, will review the application. (Sections 15.01.110 A and 17.32.220.) Those instances will be (a) where (as now)

more than 250 cubic yards of material are to be moved in any single grading/excavation operation, (b) where (somewhat different than now) in certain zoning districts (and the Quarry) more than 50 cubic yards of material are to be moved in a grading/excavation operation, or (c) where (new) grading is to be performed within the HCP. Section 15.01.110 A.

The amendments, moreover, unlike the current ordinance, will provide criteria for the Planning Commission to consider in its review. For example, will the proposed grading be designed to reflect or fit comfortably with the site and natural topography? Or, will the proposed grading be designed to ensure the retaining walls visible to the public are designed to be visually unobtrusive as possible? Section 15.01.110 B.

Finally, to ensure the Commission that its comments and concerns are given appropriate consideration, the amendments also provide the Commission may request that the grading permit application be “peer reviewed” by a professional engineer. In that way, the Commission will have assurances that its comments and concerns will be taken into account before the City Engineer makes a final decision whether to approve or deny a grading permit. Section 15.01.110 C.

The new section 15.01.110 is embodied in red line form in the attached revised Grading Ordinance. As a companion, an amended Section 17.32.220 (in red lined form) is also in the attached Ordinance (at the very end).

Appeals

As mentioned above, under the current Grading Ordinance, any person may appeal to the Planning Commission the issuance, denial, conditions, suspension or revocation of a grading permit. (A further appeal may be made to the City Council.)

In other contexts, for example, where the Building Official issues, denies, suspends or revokes a building permit, the Uniform Codes (which are incorporated into the Municipal Code by reference) provide that appeals not be heard by the Council, Commission or City staff but, instead, be heard by an “Appeals Board”, typically members of the trades or building officials from other jurisdictions. Decisions by those Boards are final but subject to judicial review.

Accordingly, staff recommends that appeals concerning grading permits be heard by a “Local Grading Permit Appeals Board”. That Board, similar to what occurs in the Uniform Code context, would consist of licensed professional engineers and/or City Engineers from other jurisdictions. That Board’s decision would likewise be final, subject only to judicial review.

The new section 15.01.290 is set forth in the attached Grading Ordinance. It shows the new material and deletions of the current section (currently, Section 15.01.130).

HCP Compliance

The draft 2013 ordinance specifies that Site Activity Review be obtained from the HCP Plan Operator prior to vegetation clearing within the HCP. In practice, the Plan Operator may authorize vegetative removal through various means, not limited to a Site Activity Review. It is recommended that the Grading Ordinance be revised to require Plan Operator approval without specifying the means by which such approval may be obtained.

On a related note, the 2013 version of the ordinance included a series of prescriptive requirements for revegetation plans intended to minimize impacts on habitat values. While well-intended, there are some practical difficulties with the language as proposed. It is likely that most areas with habitat value will lie with the HCP area which means that approval from the Plan Operator will be required. The prescriptive requirements set forth in the ordinance may not have any relationship to the requirements imposed by the Plan Operator. It is unclear what legal or technical basis the City would have to impose requirements that differ from what is required under the HCP. For example, while the draft ordinance specifies that on-site mitigation is preferred, the Plan Operator does not generally support the creation of isolated habitat islands that lack connectivity; the Plan Operator prefers the enhancement and creation of meaningful habitat that is contiguous to existing resources. It is therefore recommended that the prescriptive revegetation requirements be deleted. As stated above, Council did not express any concerns about this issue when it reviewed the amendments in 2021 and those amendments are set forth in the attached Ordinance.

Enforcement

The City Council’s policy direction has been that the fines for illegal grading provide a substantial financial incentive to encourage compliance, as opposed to representing a nominal penalty that constitutes the cost of doing business. Currently, the only fines for violating the Ordinance are set forth in Chapters 1.14, 1.16, and 1.18 of the Code. Fines under those

sections are not significant. For example, for a first offense, the fine is only \$100. The fees and penalties for violating the Grading Ordinance have been revised such that in addition to the fines under Chapters 1.14, 1.16 and 1.18, there would be “supplemental fines”, ranging from \$1500 where the violation involved grading between 6 and 50 cubic yards to a whopping \$250,000 fine for violations involving grading more than 200,000 cubic yards. Section 15.01.560. These increased fines should be sufficient to encourage compliance and to have financial significance for violators.

Other Jurisdictions

The subcommittee requested staff to review how other cities in San Mateo County review grading permit applications. Staff reviewed the Redwood City, San Mateo, Millbrae and Burlingame ordinances. All provide that the ultimate decision on whether to issue a grading permit, and its conditions, vest in the City Engineer/Public Works Director. To the extent the ordinances set forth an appeal procedure, the appeals, like the one presented this evening, are to an “Appeals Board” consisting of licensed professionals or other City Engineers. San Mateo has a similar, two step process as the proposed amendments. Where a project involving grading of 5000 cubic yards or more requires a site development permit, the Planning Commission weighs in on the planning issues. Thereafter—in Step Two—the Public Works Director considers the technical details of the grading permit applications and decides whether to issue or deny such permit. Accordingly, the proposed amendments provide for more, not less, public input on grading permit applications than most other jurisdictions in San Mateo County.

Street Trees

Under the City’s “Tree Ordinance”, trees on public property may be removed as determined by the city engineer. Section 12.12.030 B 2, Brisbane Municipal Code. The Planning Commission had expressed some concern whether that provision impermissibly intruded on the Commission’s purview under its authority under the General Plan when it reviews projects if such a project involves the removal of trees in the public right of way. The subcommittee requested staff to address that concern.

The proposed amendments retain the Commission’s review concerning the removal of street trees. In particular, when the Planning Commission reviews an application for a grading permit, the review specifically includes (a) whether the proposed grading is designed to minimize the removal of existing street trees, as well as certain species of trees, and trees of large


circumference and (b) where removal of existing trees is necessary, that the landscaping plan include replacement. See section 15.01.110 B (3) and (4).

CONCLUSION

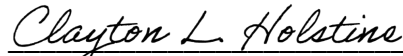
These changes satisfy the recommendations coming out of the settlement of the lawsuit, continue the role of the Planning Commission and the public in reviewing certain grading permit applications, clarify the procedures to be followed when grading occurs in an HCP area, and provide financial incentives for persons not to violate the Grading Ordinance.

Attachments

2022 Proposed Draft Ordinance



Michael Roush, Legal Counsel



Clay Holstine, City Manager

DRAFT**ORDINANCE NO. 579**

**AN ORDINANCE OF THE CITY OF BRISBANE
AMENDING CHAPTER 15.01 AND SECTION 17.32.220
OF THE MUNICIPAL CODE PERTAINING TO GRADING**

The City Council of the City of Brisbane hereby ordains as follows:

SECTION 1: Chapter 15.01 of the Municipal Code, entitled "Grading," is amended in its entirety to read as follows:

**Chapter 15.01
GRADING**

Sections:

15.01.010	Title
15.01.020	Purpose and objectives
15.01.030	Scope
15.01.040	Definitions
15.01.050	Precautions imposed by City Engineer
15.01.060	Discovery of prehistoric, historic, or unique archaeological resources, or human remains
15.01.070	Other laws
15.01.080	Severability and validity
15.01.090	Permit required
15.01.100	HCP Permission required
15.01.110	Planning Commission review of application for grading permit
15.01.120	Quarry operations
15.01.130	Application to annexed territory
15.01.140	Exemptions
15.01.150	Application for grading permit
15.01.160	Application form
15.01.170	Site map and grading plan
15.01.180	Interim erosion and sediment control plan (interim plan)
15.01.190	Final erosion and sediment control plan (final plan)
15.01.200	Revegetation plan
15.01.210	Soils engineering report (soils report)
15.01.220	Engineering geology report
15.01.230	Work schedule and transport routes
15.01.240	Security
15.01.250	Fees

15.01.260	Grading permit fee exemption
15.01.270	Action on application
15.01.280	Permit duration
15.01.290	Appeals
15.01.300	Revised plans
15.01.310	Cessation of operations
15.01.320	Assignment of permit
15.01.330	No improvements planned
15.01.340	Grading permit, paving
15.01.350	Grading permit, drainageway alteration
15.01.360	Excavation blasting permit
15.01.370	Truck haul permit
15.01.380	Issuance of grading permits
15.01.390	Time and noise limitations on grading operations
15.01.400	Implementation of permits - permittee's duties
15.01.410	Implementation of permits – requirements of City Engineer
15.01.420	Grading inspection
15.01.430	Completion of work
15.01.440	Removal of ground cover
15.01.450	Wet season grading
15.01.460	Cuts
15.01.470	Fills
15.01.480	Setbacks
15.01.490	Drainage and terracing
15.01.500	Import and export of earth material
15.01.510	Dust control
15.01.520	Protection of adjoining property
15.01.530	Removal of hazards
15.01.540	Post-grading procedures
15.01.550	Revocation or suspension of permits
15.01.560	Violation – penalties
15.01.570	Action against the security
15.01.580	Public nuisance abatement
15.01.590	Release of security
15.01.600	Cumulative enforcement procedures

§15.01.010 Title

This Chapter shall be known as the "City of Brisbane Grading Ordinance" and may be so cited.

§15.01.020 Purpose and objectives

A. The purpose of this Chapter is to provide for grading operations; to safeguard life, limb, health, property and public welfare; and to preserve and enhance the natural environment, including but not limited to water quality, by regulating and controlling clearing and grading of property within the City.

B. This Chapter is intended to achieve the following objectives:

- (1) Grading plans shall be designed so that grading operations do not create or contribute to landslides, accelerated soil creep, settlement, subsidence, or hazards associated with strong ground motion and soil liquefaction.
- (2) Grading plans shall contain reasonable provisions for the preservation of natural land and water features, vegetation, drainage, and other indigenous features of the site.
- (3) Grading plans shall be designed to preserve and enhance the city's aesthetic character.
- (4) Grading plans shall require compliance with all applicable laws, rules and regulations pertaining to air and water pollution, noise control, and preservation of archaeological remains.
- (5) Grading operations shall be conducted so as to expose the smallest practical area of soil to erosion for the least possible time, consistent with an anticipated build-out schedule.

§15.01.030 Scope.

A. This Chapter amends the regulations pertaining to grading as set forth in the California Building Standards Code, as adopted in Chapter 15.04 of this Code. In the event of any conflict or inconsistency between the provisions of this Chapter and the provisions of Chapter 15.04 or any of the codes adopted by reference therein, the provisions of this Chapter shall be controlling.

B. This Chapter sets forth rules and regulations to control excavation, land disturbances, land fill, soil storage, and erosion and sedimentation resulting from such activities. This Chapter provides that all excavation or landfilling activities or soil storage shall be undertaken in a manner designed to minimize surface runoff, erosion, and sedimentation and to avoid or mitigate damage caused by grading activities to areas having habitat value. This Chapter also establishes procedures for the issuance, administration and enforcement of grading permits.

§15.01.040 Definitions

When used in this Chapter, the following words shall have the meanings ascribed to them in this Section:

- (1) **Applicant** means any person, corporation, partnership, association of any type, public agency or any other legal entity that submits an application to the City Engineer for a permit pursuant to this chapter.

- (2) **As-graded** means the surface conditions extant on completion of grading.
- (3) **BAAQMD CEQA Guidelines** means the recommended measures detailed in Table 8-1 of the Bay Area Air Quality Management District's "California Environmental Quality Act-Air Quality Guidelines, Updated May 2011", or any amendment, revision, or reissuance thereof and any additional measures, including those recommended in Table 8-2 of the reference, as determined necessary and appropriate by the City Engineer.
- (4) **Bedrock** means in-place solid rock.
- (5) **Bench** means a relatively level step excavated into earth material. Bench also includes terraces.
- (6) **Best management practices (BMPs)** means a technique or series of techniques which, when used in an erosion control plan, is proven to be effective in controlling construction-related runoff, erosion and sedimentation. Approved BMPs can be found in the California Stormwater Quality Association "Construction BMP Handbook/Portal", the State of California Department of Transportation March 2003 "Construction Site Best Management Practices (BMPs) Manual", the San Mateo Countywide Water Pollution Prevention Program Construction Best Management Practices" plan sheet, *Erosion & Sediment Control Handbook*, by Goldman, Jackson and Bursztynsky, and any amendment, revision or reissuance thereof.
- (7) **Borrow** means earth material acquired from an off-site location for use in grading on a site.
- (8) **City** means the City of Brisbane.
- (9) **City Engineer** means the Director of Public Works/City Engineer of the City of Brisbane and his/her duly authorized designees. The City Engineer may delegate any of his or her duties under this Chapter to his or her authorized agents or representatives.
- (10) **City street** means any public or private street in the city of Brisbane.
- (11) **Civil engineer** means a professional engineer registered in the state of California to practice in the field of civil engineering.
- (12) **Civil engineering** means the application of the knowledge of the forces of nature, principles of mechanics and the properties of materials to the evaluation, design and construction of civil works for the beneficial uses of humankind.
- (13) **Clearing and grubbing** means the removal of trees, shrubs, bushes, windfalls and all other materials from above and below the natural ground surface. This activity removes vegetative ground cover, removes top soil, and

removes/disturbs root mat. Except in those cases where specifically approved by a grading permit, “grubbing” for the removal of stumps and roots shall not exceed 18” below the original surface of the ground.

- (14) **Community Development Director** means the director of planning of the City of Brisbane.
- (15) **Compaction** means the densification of a fill by mechanical means.
- (16) **Contour rounding** means the rounding of cut and fill slopes in the horizontal and/or vertical planes to blend with existing contours or to provide horizontal variation to eliminate the artificial appearance of slopes. (See Figure 1)
- (17) **Drainageway** means natural or manmade channel that collects and intermittently or continuously conveys stormwater runoff.
- (18) **Dry season** means the period from April 15th to October 15th.
- (19) **Earth material** means any rock, natural soil, fill or combination thereof.
- (20) **Engineering geologist** means a geologist experienced and knowledgeable in engineering geology and qualified to practice engineering geology in the State of California.
- (21) **Engineering geology** means the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works.
- (22) **Erosion** means the wearing away of the ground surface as a result of the movement of wind or water.
- (23) **Excavation** means any act by which earth, sand, gravel, rock or any other similar material is cut into, dug, quarried, uncovered, removed, displaced, relocated, or bulldozed, including the conditions resulting therefrom.
- (24) **Fill/land fill** means any act by which earth, sand, gravel, rock or any other similar material is deposited, placed, pushed, pulled or transported to a place other than the place from which it was excavated, including the conditions resulting therefrom.
- (25) **Final erosion and sediment control plan (final plan)** means a set of best management practices or equivalent measures designed to control surface runoff and erosion and to retain sediment on a particular site after all other planned final structures and permanent improvements have been erected or installed.

- (26) **General Plan** means the General Plan adopted by the City of Brisbane and all amendments thereto.
- (27) **Grade** means the vertical location of the ground surface.
 - (a) **Existing grade** means the grade prior to grading.
 - (b) **Rough grade** means the stage at which the grade approximately conforms to the approved plan.
 - (c) **Finish grade** means the final grade of the site which conforms to the approved plan.
- (28) **Grading** means any land disturbance or excavation or fill or any combination thereof and shall include the conditions resulting from any land disturbance, excavation or fill. Grading shall include trenching on public or private property including within public streets.
- (29) **Grading permit** means the formal approval required by this Chapter for any grading, filling, excavating, storage or disposal of soil or earth materials or any other excavation or land filling activity. Application to the City Engineer and the City Engineer's approval is required under the process of this Chapter.
- (30) **HCP** means the San Bruno Mountain Area Habitat Conservation Plan, as approved and adopted by the U.S. Fish and Wildlife Service in 1983, including subsequent amendments and updates.
- (31) **Interim erosion and sediment control plan (interim plan)** means a set of best management practices or equivalent measures designed to control surface runoff and erosion and to retain sediment on a particular site during the period in which construction-related excavations, fills and soil storage occur, and before the final plan is completed.
- (32) **Key** means a designed compacted fill placed in a trench excavated in earth material beneath the toe of a proposed fill slope.
- (33) **Permittee** means the applicant in whose name a valid permit is duly issued pursuant to this Chapter and his/her agents, employees and others acting under his/her direction.
- (34) **Plan Operator** is the Habitat Conservation Plan Manager, presently the San Mateo County Department of Parks, and also means any successor agency.
- (35) **Revegetation** means the replanting of disturbed natural ground surfaces on properties within the HCP and on properties that the Community

Development Director has determined requires mitigation to restore habitat value.

- (36) **Sediment** means earth material deposited by water or wind.
- (37) **Site** means a parcel or parcels of real property owned by one or more than one person that is being or is capable of being developed as a single project, including phased construction. Site also includes any public or private property or rights-of-way on which excavation, fill or land disturbance occurs.
- (38) **Slope** means an inclined ground surface the inclination of which is expressed as a ratio of horizontal distance to vertical distance.
- (39) **Soil** means naturally occurring superficial deposits overlying bedrock.
- (40) **Soils engineer** means a civil engineer experienced and knowledgeable in the practice of soils engineering. Soils engineer and geotechnical engineer are synonymous.
- (41) **Soils engineering** means the application of the principles of soil mechanics in the investigation, evaluation and design of improvements involving the use of earth materials and the inspection and testing of the construction thereof. Soils engineering and geotechnical engineering are synonymous.
- (42) **Structure** means anything built or constructed including pavement and pipelines.
- (43) **Temporary erosion control** consists of, but is not limited to, constructing such facilities and taking such measures as are necessary to prevent, control, and abate water, mud and wind erosion damage to public and private property during grading operations.
- (44) **Terrace** means a relatively level step constructed in the face of a graded slope surface for drainage and maintenance purposes. Terrace also includes benches.
- (45) **Truck haul** means the movement over public streets of any excavated material.
- (45) **Vertical slope rounding** means the rounding of the top and toes of cut and fill slopes.
- (47) **Weeding** means the removal of noxious, dangerous, or invasive plants. This activity also includes the removal of vegetation which attains such a large growth as to become a fire menace when dry, and further includes the removal of dry grass, grass cuttings, tree trimmings, vines, stubble or other growth material which endangers the public by creating a fire hazard, including any such hazard determination made by the fire department

pursuant to the City's weed abatement ordinance. Any activity that disturbs more than 15% of the natural ground surface shall be classified as "clearing and grubbing."

(48) **Wet season** means the period from October 15th to April 15th.

§15.01.050 Precautions imposed by City Engineer

A. If, at any stage of grading, the City Engineer determines by inspection that conditions are such that further work as authorized by an existing grading permit is likely to endanger any property or public way, the City Engineer may require, as a condition to allowing the work to be continued, that reasonable safety precautions be formulated by the permittee and submitted to the City Engineer for his/her consideration and the grading permit be amended to avoid such danger. "Safety precautions" may include but shall not be limited to specifying a flatter exposed slope, construction of additional drainage facilities, berms, terracing, compaction, cribbing, or retaining walls, or planting of slopes.

B. The sole and primary responsibility for meeting the requirements of this Section and of this Chapter for any civil or criminal liability as a result of the performance of grading work pursuant to a grading permit shall be upon the permittee. Neither the City, the City Engineer, or any employees or agents of the City shall be responsible for any liability for issuance of a grading permit or the conduct of any inspections thereunder.

§15.01.060 Discovery of prehistoric, historic, or unique archaeological resources, or human remains.

A. In the event of the accidental discovery of prehistoric, historic, or unique archaeological resources, the permittee shall immediately cease work and follow the protocol established in the Guidelines for Implementation of the California Environmental Quality Act, as contained in California Code of Regulations, Title 14, Division 6, Chapter 3 ("CEQA Guidelines"), specifically, Section 15064.5(f) and any amendments thereto. This includes obtaining an evaluation from a qualified archaeologist to be forwarded to the Community Development Director for review/approval, and will include a finding as to the categorization of the discovery, any recommended avoidance measures or appropriate mitigation, and a statement as to what portions of the site, if any, are cleared for resumption of work while the recommended mitigation is being performed. If the find is determined to be significant, contingency funding and a time allotment sufficient to allow for implementation of appropriate mitigation or avoidance measures shall be provided.

B. In the event of the accidental discovery or recognition of any human remains, the permittee shall immediately cease work and implement the protocol established in the CEQA Guidelines, specifically, Section 15064.5(e)(1) et. seq. and any amendment thereto.

§15.01.070 Other laws

Neither this Chapter nor any administrative decision made under it:

A. Exempts the permittee from complying with other applicable laws or from procuring other required permits or complying with the requirements and conditions of such a permit; or

B. Limits the right of any person to maintain, at any time, any appropriate action, at law or in equity, for relief or damages against the permittee arising from the permitted activity; or

C. Exempts any person from complying with any applicable laws or allows any person to perform any grading without complying with such other applicable laws.

§15.01.080 Severability and validity

If any part of this Chapter is found not valid, the remainder shall remain in effect.

§15.01.090 Permit required

Except as exempted under Section 15.01.140, it shall be unlawful for any person to clear and grub, grade, fill, excavate, store or dispose of soil and earth materials or perform any other excavation or land-filling activity without first obtaining a grading permit as set forth in this Chapter. A separate grading permit shall be required for each site. With respect to subdivisions, a separate permit will be required for each phase of development. The grading permit issued for each site may also cover the utility construction associated with the site provided the required information for the utilities is included with the application. A building permit shall not be issued prior to the issuance of a grading permit, when required.

§15.01.100 HCP Permission required

No owner of property within the boundaries of the HCP shall weed, clear and grub, grade, fill, excavate, store, or dispose of soil and earth materials or perform any other excavation or land filling activity without first obtaining permission from the Plan Operator. Permission for the listed activities is presently obtained through submittal of a Site Activity Review Application; no grading permit will be issued by the City for any property within the HCP until the property owner has first complied with the requirements of the Plan Operator.

§15.01.110 Planning Commission review of application for grading permit

A. Where a grading permit is required by the provisions of this Chapter, it shall be issued by the City Engineer following the City Engineer's approval of the permit application. Before the City Engineer issues a grading permit, the permit application shall also be reviewed by the Planning Commission where:

1. More than two hundred fifty (250) cubic yards of material is to be moved or planned to be moved in any single grading or excavation operation and the parcel or parcels of land on which the grading is to be performed is located within any zoning district as defined by the City's most current Zoning Map; or
2. The parcel or parcels of land on which the grading will be performed is located is within any of the following zoning districts as defined by the City's most current Zoning Map—Brisbane Acres, Southwest Bayshore, Central Brisbane, Northeast Ridge, and Northwest Bayshore—or the Quarry and if more than fifty (50)) cubic yards of material is to be exported from any single parcel of land; or
3. Grading is to be performed on any parcel of land within the boundaries of the HCP; *provided, however*, review by the Planning Commission shall not be required if the only grading operation to be conducted is weeding, or clearing and grubbing, where such work is performed pursuant to an HCP site activity approval issued by the Plan Operator.

B. Where Planning Commission review of an application for a grading permit is required by subsection A of this Section 15.01.110, the review shall be based upon a consideration of the following potential impacts of the proposed grading:

- (1) Will the proposed grading be designed to reflect or fit comfortably with the site context and natural topography?
- (2) Will the proposed grading be designed to ensure that retaining walls visible to the public are designed to be as visually unobtrusive as possible by means including but not limited to:
 - (i) ensuring walls are architecturally integrated with proposed or existing structures on the site;
 - (ii) ensuring wall faces are decorative and treated with color, texture, architectural features, trelliswork or other means to visually break up the wall expanses;
 - (iii) screening with water conserving, non-invasive landscaping that at maturity will soften and reduce the visible expanse of walls?
- (3) Will the proposed grading be designed to minimize removal of:
 - (i) existing street trees (see Section 12.12.020);
 - (ii) any California Bay Laurel, Coast live Oak or California Buckeye trees;
 - (iii) three or more trees of any species on the same site having a circumference of at least 30 inches measured 24 inches above grade?

4. Where removal of existing trees is necessary, will the landscape plans for the project include the planting of appropriate replacement trees?

C. Where the Planning Commission's review of an application for a grading permit is required by subsection A of Section 15.01.110, the Planning Commission may request the City Engineer to have the application peer reviewed by a professional engineer, as defined in Business and Profession Code Section 6701, and, as part of that review, take into consideration any comments or concerns the Planning Commission has made under subsection B of this Section 15.01.110. Following that review, the City Engineer may approve, conditionally approve, or deny the grading permit application.

§15.01.120 Quarry operations

No grading permit for an excavation shall be issued if the excavation for which a grading permit is required shall allow for the operation of a quarry, where quarrying is otherwise prohibited by the provisions of the Zoning Ordinance of the City.

§15.01.130 Application to annexed territory

Activities regulated by this Chapter, whether operative or nonoperative, which are located in territory hereafter annexed to the City shall not operate from and after thirty (30) days following annexation to the City, unless, in the case of operative activities, or before recommencement of operations in the case of inoperative activities, a grading permit shall have been granted as provided herein.

§15.01.140 Exemptions

A grading permit shall not be required in the following instances:

A. Exploratory excavations and trenches under the direction of a soils engineer or engineering geologist, provided that these excavations and trenches comply with all of the following:

- (1) All earth material removed from the trenches or excavations that is not completely removed from the project site must be stored in a manner that prevents erosion, sedimentation, off-site migration, and smothering of natural vegetative ground cover;
- (2) All trenches and excavations are properly backfilled;
- (3) All excavations and trenches are subject to the applicable sections of Title 8 of the State Safety Order, Division of Industrial Safety.

B. An excavation which does not exceed five (5) cubic yards on any one site and is less than two (2) feet in vertical depth and which does not create a cut slope steeper than

two feet horizontal to one vertical (2:1). Such excavation, however, is not exempt from the requirements of Sections 15.01.340 and 15.01.350.

C. A fill less than one foot in depth placed on natural grade with a slope flatter than five horizontal to one vertical (5:1), which does not exceed five (5) cubic yards on any one site and does not obstruct a drainageway. Such fill, however, is not exempt from the requirements of Section 15.01.340.

D. Grading in connection with dredging operations in San Francisco Bay for which approval for such grading has been granted by the City under other permits or agreements.

E. Grading in connection with the operation of salvage, garbage and disposal dumps for which approval for such grading has been granted by the City under other permits or agreements.

F. Emergencies posing an immediate danger to life or property, or substantial flood or fire hazards, or interruption of utility services to the public, in which case a permit shall be obtained as soon as possible.

G. Excavation by public utilities in connection with the placement of facilities, including repair and maintenance of local utility distribution and service utilities, if such excavation is authorized by a valid street encroachment permit.

§15.01.150 Application for grading permit

The application for a grading permit shall be in writing and filed with the City Engineer in duplicate and must include all of the following items, unless otherwise waived by the City Engineer:

- A. Application form;
- B. Site map and grading plan;
- C. Interim erosion and sediment control plan;
- D. Final erosion and sediment control plan;
- E. Revegetation plan;
- F. Soils engineering report;
- G. Engineering geology report;
- H. Work schedule and transportation routes;
- I. Security;

J. Fees;

K. Confirmation of the proposed recycling or reuse of all rocks, soils, tree remains, trees and other vegetative matter resulting from the grading operations, which shall be satisfied by providing a copy of the Recycling and Diversion of Debris permit issued by the Building Department pursuant to Chapter 15.75 of this Code.

L. Any other material required by the City Engineer.

§15.01.160 Application form

The following information is required on the application form unless waived or modified by the City Engineer:

A. Name, address and telephone number of the applicant;

B. Names, addresses and telephone numbers of any and all contractors, subcontractors or persons actually doing the excavating and land-filling activities and their respective tasks;

C. Name(s), address(es) and telephone number(s) of the person(s) responsible for the preparation of the site map and grading plan;

D. Names(s), address(es) and telephone number(s) of the person(s) responsible for the preparation of the interim and/or final erosion and sediment control plan, and the revegetation plan;

E. Name, address and telephone number of the soils engineer and/or the engineering geologist responsible for the preparation of the soils and engineering geology reports;

F. A vicinity map showing the location of the site in relationship to the surrounding area's watercourses, water bodies and other significant geographic features, and roads and other significant structures;

G. Date of the application;

H. Title report confirming ownership;

I. Signature(s) of the owner(s) of the site or of an authorized representative.

§15.01.170 Site map and grading plan

The site map and grading plan shall contain all the following information unless waived or modified by the City Engineer:

A. Plan views and cross sections showing the existing and proposed topography of the site. The plan view shall show contours at an interval sufficiently detailed to define the topography over the entire site. The minimum contour interval shall be two feet where ground slope is less than fifteen (15) percent and five (5) feet where ground slope exceeds fifteen (15) percent;

B. Two contour intervals off-site and extension of the on-site contours a minimum of one hundred (100) feet off-site, and sufficient to show on and off-site drainage;

C. An accurate plat plan drawn by a registered civil engineer or licensed land surveyor showing the site's exterior boundaries in true location with respect to the plan's topographic information, all easements, boundaries of the "Habitat Conservation Plan" area, special districts, and any other pertinent information;

D. Location and graphic representation of all existing and proposed natural and manmade drainage facilities;

E. Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams and other protective devices to be constructed with, or as a part of the proposed work, together with a map showing the drainage area and the estimated runoff of the area served by any drain;

F. Location and graphic representation of proposed excavation and fills, of on-site storage of soil and other earthen material, and of on-site disposal of soil and other earthen material;

G. Location of existing vegetation types and the location and type of vegetation to be left undisturbed;

H. Location of proposed final surface runoff, and of erosion and sediment control measures;

I. Quantity of soil or earthen materials in cubic yards to be excavated, filled, stored or otherwise removed from or utilized on-site;

J. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners which are within fifteen (15) feet of the property or which may be affected by the proposed grading operations;

K. Location and slope of proposed streets and driveways. Driveways shall not exceed a centerline slope of twenty (20) percent and, unless specifically approved by the City Engineer, streets shall not exceed a centerline slope of fifteen (15) percent.

§15.01.180 Interim erosion and sediment control plan (interim plan)

A. An interim plan containing all of the following information shall be provided with respect to conditions existing on the site during excavation or filling activities or soil

storage and before the final plan is completed; furthermore, the plan submitted shall demonstrate compliance with the requirements of the Municipal Regional Permit, as defined in Section 13.06.040:

- (1) The location and amount of runoff discharging from the site, calculated using a method approved by the City Engineer;
- (2) A delineation and brief description of the measures to be undertaken to control erosion caused by surface runoff and by wind and to retain sediment on the site including, but not limited to, the design and specifications for berms and sediment detention basins, types and method of applying mulches, the design and specifications for diverters, dikes and drains, seeding methods, the type, location and extent of pre-existing and undisturbed vegetation types, and a schedule for maintenance and upkeep.

B. The location of all the measures listed by the applicant under subsection A(2) above shall be depicted on the site map and grading plan, or on a separate plan, at the discretion of the City Engineer.

C. An estimate of the cost of implementing and maintaining all interim erosion and sediment control measures shall be submitted in a form acceptable to the City Engineer.

D. The applicant may propose the use of any erosion and sediment control techniques in the interim plan provided such techniques are proven to be as or more effective than the equivalent best management practices contained in the manual of standards.

§15.01.190 Final erosion and sediment control plan (final plan)

A. A final plan containing all of the following information shall be provided with respect to conditions existing on the site after final structures and improvements (except those required under this section) have been completed; furthermore, the plan submitted shall demonstrate compliance with the requirements of the Municipal Regional Permit, as defined in Section 13.06.040:

- (1) The location and amount of runoff discharging from the site, calculated using a method approved by the City Engineer;
- (2) A description of and specifications for sediment retention devices;
- (3) A description of and specifications for surface runoff and wind erosion control devices;
- (4) A description of vegetative measures;
- (5) A graphic representation of the location of all items in subsections B through D above, and items A through K in 15.01.170 above.

B. An estimate of the costs of implementing all final erosion and sediment control measures must be submitted in a form acceptable to the City Engineer.

C. The applicant may propose the use of any erosion and sediment control techniques in the final plan provided such techniques are proven to be as or more effective than the equivalent best management practices contained in the manual of standards.

§15.01.200 Revegetation plan

A revegetation plan is designed to effectively mitigate impacts to the site's habitat values by restoring or replacing native vegetation to the maximum extent practical and reasonable to achieve. Sites subject to revegetation requirements shall submit a plan to replant and maintain disturbed surfaces for review and approval by the City Engineer and Community Development Director in accordance with the following:

A. Topsoil removed from the surface shall be stored on or near the site and protected from soil loss while the work is underway. Such storage shall not cause damage to root systems of onsite trees intended to be preserved.

B. Mulching, seeding, planting of groundcover, shrubs or trees, or other suitable stabilization measures shall be used to protect exposed soil, to minimize soil loss, and to maximize slope stability. Use of drought tolerant native plant species that are fire resistant is encouraged. Use of plant species identified as invasive in the most current HCP Vegetation Management Activities Report is prohibited, whether or not the project site is within the boundaries of the HCP.

C. The City Engineer may require the permittee to monitor revegetation for a period up to five years, to provide reports of such monitoring to the City Planning Department, to allow for third-party assessment of the success of the revegetation at the applicant's expense, and to provide security to correct, complete, or remediate the approved revegetation plan. The City Engineer and the Community Development Director shall each retain discretion as to whether the approved revegetation plan has been successfully implemented.

D. Onsite mitigation is preferred. In the event that the Community Development Director determines that adequate mitigation can not be reasonably achieved onsite, the City may approve an offsite revegetation plan to achieve the goals of restoring habitat value. Such offsite mitigation shall comply with the provisions of this Chapter that govern onsite mitigation.

E. For sites located within the HCP, the City may impose restoration/revegetation requirements in addition to those required by the Plan Operator, so long as a reasonable rationale is provided for the additional requirements. A decision to require more stringent measures may be based upon the biological features of the site, for example, if the site is an existing or potential wildlife corridor or part of a buffer zone between developed areas and existing habitat, or if the site has particular geological features, such as potential for erosion or susceptibility to seismic hazards.

§15.01.210 Soils engineering report (soils report)

A. A soils report, when required by the City Engineer, is to be prepared by an approved soils engineer and shall be based on adequate and necessary test borings, and shall contain all the following information, in addition to the minimum applicable requirements of the latest edition of the California Building Code adopted by the City:

- (1) Data regarding the nature, distribution, strength, and erodibility of existing soils;
- (2) Data regarding the nature, distribution, strength and erodibility of soil to be placed on the site, if any;
- (3) Conclusions and recommendations for grading procedures;
- (4) Conclusions and recommended designs for soil stabilization for interim conditions and after construction is completed;
- (5) Design criteria for corrective measures when necessary;
- (6) Foundation and pavement design criteria when necessary;
- (7) Opinions and recommendations covering suitability of the site for the proposed uses;
- (8) Other recommendations, as necessary, commensurate with the project grading and development.

B. Recommendations included in the report and approved by the City Engineer shall be incorporated in the grading plan.

C. Whenever a soils engineering report is required, the final submitted grading plans shall include a review letter from the soils engineer confirming that his/her recommendations have been incorporated into the plans.

§15.01.220 Engineering geology report

A. An engineering geology report, when required by the City Engineer, is to be prepared by a qualified engineering geologist and shall be based on adequate and necessary test borings and shall contain the following information, in addition to the minimum applicable requirements of the latest edition of the California Building Code adopted by the City:

- (1) An adequate description of the geology of the site, including identification of actual and potential geologic hazards;

- (2) Conclusions and recommendations regarding the effect of geologic conditions on the proposed development;
- (3) Recommendations for mitigation of identified hazards wherever appropriate;
- (4) An opinion as to the extent that instability on adjacent properties may adversely affect the project;
- (5) Opinions and recommendations covering suitability of the site for the proposed uses;
- (6) Other recommendations, as necessary, commensurate with the project grading and development.

B. Recommendations included in the report and approved by the City Engineer shall be incorporated in the grading plan.

C. Whenever an engineering geology report is required, the final submitted grading plans shall include a review letter from the engineering geologist confirming that his/her recommendations have been incorporated into the plans.

§15.01.230 Work schedule and transport routes

A. The applicant shall submit a master work schedule showing the following information:

- (1) Proposed grading schedule;
- (2) Proposed conditions of the site on each July 15th, August 15th, September 15th, October 1st, and October 15th during which the permit is in effect;
- (3) Proposed schedule for installation of all interim erosion and sediment control measures including, but not limited to, the stage of completion of erosion and sediment control devices and vegetative measures on each of the dates set forth in subsection A(2);
- (4) Schedule for construction of the proposed improvements on the site;
- (5) Schedule for installation of permanent erosion and sediment control devices where required.

B. The applicant shall also submit a description of the routes of travel to be used for access to and from the site for removing excavated material and bringing in fill or other materials.

§15.01.240 Security

A. The applicant shall provide a performance bond or other acceptable security for the performance of the work described and delineated on the approved grading plan and the approved revegetation plan prior to the issuance of the grading permit, in an amount to be set by the City Engineer but not less than one hundred ~~(100)~~ percent (100%) of the approved estimated cost of performing said work. The form of security shall be one or a combination of the following to be determined and approved by the City Engineer:

- (1) Bond or bonds issued by one or more duly authorized corporate sureties. The form of the bond or bonds shall be subject to the approval of the City Attorney;
- (2) Deposit, either with the City or a responsible escrow agent or trust company at the option of the City, of money, negotiable bonds of the kind approved for securing deposits of public moneys, or an unconditional irrevocable letter of credit other instrument of credit from one or more financial institutions subject to regulation by the state or federal government wherein said financial institution pledges funds are on deposit and guaranteed for payment;
- (3) Cash in U.S. currency.

B. The applicant shall provide security for the performance of the work described and delineated in the interim plan in an amount to be determined by the City Engineer, but not less than one hundred percent (100%) of the approved estimated cost of performing said work. The form of the security shall be as set forth in subsection A of this section.

C. The applicant shall provide security for the performance of the work described and delineated in the final plan in an amount to be determined by the City Engineer but not less than one hundred percent (100%) of the approved estimated cost of performing said work. The form of the security shall be as set forth in subsection A of this section.

D. The applicant shall provide a cash deposit in an amount established by resolution of the City Council to insure the repair of damage to public property or cleaning of public streets. In the event of failure by the applicant, after written notification if time permits, to maintain public property or right-of-way in a manner satisfactory to the City Engineer, the City Engineer may order repairs made or cleaning performed and deduct the cost from the deposit. Any unused balance shall be returned to the applicant upon completion of the grading.

§15.01.250 Fees

A. Before accepting a grading permit application and plans for checking, the City Engineer shall collect all applicable plan checking fees as established by resolution of the City Council and as provided in this Chapter.

B. Unless exempted under Section 15.01.260 of this Chapter, a fee for each grading permit shall be paid to the City prior to issuance of a grading permit, in such amount as established from time to time by resolution of the City Council.

C. Failure to pay fees and obtain a permit before commencing work shall be deemed a violation of this Chapter, except when it can be proven to the City Engineer's satisfaction that an emergency existed that made it impractical to first obtain the permit. A violation shall result in an assessment of double permit fees for work done prior to permit issuance. Payment of a double fee shall not relieve any person from complying with the requirements of this Chapter nor from any other penalties prescribed herein.

D. Additional fees approved by resolution of the City Council and contained in this Chapter shall be paid as required.

E.. If after written notification (if time allows) the City Engineer performs emergency work on private property, he shall charge the property owner all direct and indirect costs which are necessary to complete the work to his satisfaction. In addition, the City Engineer may charge a mobilization cost equal to ten percent (10%) of the cost for performing the work. Fees or deposits required for special purposes, e.g., cleanup, dust control, etc., collected but not expended for the purpose for which they are collected, will be refunded.

§15.01.260 Grading permit fee exemption

A. A fee for a grading permit shall not be required in the following instances: grading for the foundation, basement, and other features (e.g., walkways, patios, terracing) of a building or structure for which a building permit has been issued, provided that all grading, drainage, retaining wall, and ground cover work will be started and completed within a single dry season. A soils report and other information relating to such grading, and a performance bond or other acceptable security for the performance of the work, and a cash deposit to insure the repair of damage to public property or cleaning of public streets, may be required in connection with the issuance of the grading permit. The amount and form of such security and cash deposit shall be as set forth in Section 15.01.240.

B. Notwithstanding the provisions of paragraph A above, a grading permit fee will be required where the grading to be performed, other than that solely for the building and its foundation and driveway, is such as to require grading permit approval by the Planning Commission under Section 15.01.110.

§15.01.270 Action on application

A. No grading permit shall be issued by the City Engineer unless the applicant provides sufficient information for the City Engineer to find that the work, as proposed by the applicant, is likely not to endanger any person, property, public resource, or public way or detrimentally affect water quality. Factors to be considered by the City Engineer in making his finding shall include, but shall not be limited to, the soils engineering report, the engineering geology report, possible saturation by rains, earth movements, run-off of

surface waters, and subsurface conditions such as the stratification and faulting of rock, and the nature and type of soil or rock.

B. Applications shall be reviewed by the City Engineer in the order that they are received.

§15.01.280 Permit duration

Permits issued under this Chapter shall be valid for the period during which the proposed excavation or filling activities and soil storage take place or are scheduled to take place per Section 15.01.230. Permittee shall commence permitted activities within sixty (60) days of the scheduled commencement date for grading or the permittee shall resubmit all required application forms, fees, maps, plans, schedules and security to the City Engineer, except where an item to be resubmitted is waived by the City Engineer.

§15.01.290 Appeals

Any person may appeal to the local Grading Permit Appeals Board the issuance, denial, or conditions of a grading permit, the suspension after a hearing by the City Engineer, or the revocation of a grading permit, or the failure to suspend or revoke a grading permit. Any such appeal shall be in writing and shall be filed with the City Engineer within fifteen (15) days after the action complained of. The appeal shall be accompanied by a fee, as set forth by the City Council, and shall clearly state the reason for appeal. Members of the Appeals Board shall not be employees of the City and shall be professional engineers as defined in Business and Professions Code, Section 6701. Upon receipt of such an appeal, the City Engineer shall bring the appeal before the local Grading Permit Appeals Board within thirty (30) days and shall notify the appellant and (if different) the applicant of the date and time of the meeting at which the appeal will be heard. No other notice need be given, except such additional notice as may be required by state or other law. The local Grading Permit Appeals Board shall proceed to hear and determine the appeal at the same meeting or at such later meeting as it shall determine, and in connection therewith may continue the same from time to time. The action of the local Grading Permit Appeals Board shall be final, subject to timely judicial review.

§15.01.300 Revised plans

If the City Engineer finds the soil or other conditions to be different from those stated in the application for a grading permit, he or she may immediately suspend the grading permit, and permittee shall cease all work on the work site, excepting work to make the site safe, until approval is obtained from the City Engineer for revised plans which conform to the existing conditions.

§15.01.310 Cessation of operations

If the operation of any activity regulated by this Chapter is voluntarily ceased for a continuous period of more than ninety (90) days (which period is not stated in the approved work schedule per Section 15.01.230) then the grading permit shall be null and void and the operation of said activity shall not be recommenced until a new grading permit is obtained as provided herein.

§15.01.320 Assignment of permit

A permit issued pursuant to this Chapter may be assigned, provided all of the following conditions are satisfied:

- A. The permittee notifies the City Engineer of the proposed assignment;
- B. The proposed assignee:
 - (1) Submits an application form pursuant to Section 15.01.160; and
 - (2) Agrees in writing to all the conditions and duties imposed by the permit; and
 - (3) Agrees in writing to assume responsibility for all work performed prior to the assignment; and
 - (4) Provides security pursuant to Section 15.01.240; and
 - (5) Agrees to pay all applicable fees.

C. The City Engineer approves the assignment. The City Engineer may disapprove an assignment for cause and shall not unreasonably withhold approval.

§15.01.330 No improvements planned

Where an applicant does not plan to construct permanent improvements on the site, or plans to leave portions of the site graded but unimproved, applicant must meet all the requirements of this Chapter.

15.01.340 Grading permit, paving

No person shall construct pavement surfacing on natural or existing grade for the purpose of a private road, parking lot or travelway without a valid grading permit, unless waived by the City Engineer. Resurfacing or maintenance of existing paved surfaces shall be exempt from this requirement.

§15.01.350 Grading permit, drainageway alteration

No person shall alter an existing watercourse, channel, or revetment by excavating, or placing fill, rock protection or structural improvements without a valid grading permit, unless waived by the City Engineer, or unless the work is performed as interim protection under an emergency situation (Section 15.01.140.F).

§15.01.360 Excavation blasting permit

No person shall possess, store, sell, transport or use explosives and/or blasting agents in violation of any existing laws or ordinances or do any excavation by explosives or blasting without a grading permit and without a separate blasting permit issued by the City Fire Department.

§15.01.370 Truck haul permit

A truck haul permit shall be obtained from the City Engineer for the movement over a City street of any excavated or fill material to or from any property in the City or to or from any property outside the City which has direct access to a City street. This requirement shall not be applicable, however, to any quarrying operations nor to any transportation of materials not exceeding fifty (50) cubic yards from any one site. Before issuing a truck haul permit for moving excavated material over a City street, the City Engineer shall collect a fee as approved by resolution of the City Council.

§15.01.380 Issuance of grading permits

The City Engineer may issue a grading permit upon receipt and approval of the items listed in Section 15.01.150. Permits shall be issued subject to the following conditions:

A. The permittee shall maintain a copy of the permit and all approved plans and reports required under Sections 15.01.150 and 15.01.400.B, on the work site, and the permit, plans and reports shall be available for public inspection during all working hours;

B. The permittee shall, at all times, conduct operations in conformity with approved site map, grading plan, and other required plans and reports.

C. The permittee shall comply with other conditions imposed by the City Engineer as are reasonably necessary to prevent the proposed operations from being conducted in such a manner as to constitute or create a nuisance or a hazard to life, property, or the environment. Such conditions may include but are not limited to:

- (1) The route and time of travel over public streets so as to cause the least interference with general traffic and to cause the least damage to public streets;
- (2) The removal of rock, earth or other material that may be deposited on public streets by reason of said grading operations;

- (3) The payment to City of the cost of repairing damage to public streets caused by trucking operations in connection with said grading operations;
- (4) The installation of suitable fencing, barricades, signage, and lighting surrounding the grading operations.

D. The permittee shall implement temporary erosion control as necessary to protect public and private property, and as required in Section 15.01.180. Temporary erosion control shall be continuous throughout the work.

E. Permittee shall be knowledgeable of the conditions and/ or restrictions of the grading permit as outlined in applicable sections of this Chapter, and as contained on the approved site map, grading plan, and other required plans and reports.

§15.01.390 Time and noise limitations on grading operations

A. The time and noise limitations on all grading operations shall be those set forth for construction activities in Chapter 8.28, Noise Control, of this Code.

B. No grading work shall be performed during hours other than the normal working hours of the City Public Works Department's inspection and maintenance personnel without approval of the City Engineer and without first obtaining a special permit for such work from the City Engineer. Before issuing a special permit for such work, the City Engineer shall collect a fee as approved by resolution of the City Council. Permitted hours of operation may be shortened by the City Engineer's finding of a previously unforeseen effect on the health, safety or welfare of the surrounding community.

§15.01.400 Implementation of permits; permittee's duties

In addition to performing as required under Section 15.01.380:

A. The permittee shall request an inspection of the site by the City Engineer at each of the stages of the grading operation listed below. The City Engineer shall approve the work inspected or notify, in writing, the permittee or owner wherein it fails to comply with the approved grading plans or any other applicable requirement. Any portion of the work that does not comply with the grading plans or other applicable requirement shall be corrected. The stages of work at which inspections shall be requested are:

- (1) Initial: when the permittee is ready to begin grading work;
- (2) Rough grading: when all rough grading has been completed;
- (3) Interim erosion control: the installation of all interim erosion control devices and the completion of planting revegetation requirements;

- (4) Final: readiness of the site for final inspection, including, but not limited to, finished grading, installation of drainage devices and final erosion control measures.

B. Permittee shall submit status reports to the City Engineer with revised work schedules required by Section 15.01.230, or other reports as required by City Engineer, for the City Engineer's approval if:

- (1) There are delays in obtaining materials, machinery, services, or manpower necessary to the implementation of the grading, interim, or final plans as scheduled;
- (2) There are any delays in excavation, land-disturbing, filling activities, or soil storage;
- (3) The work is not being done in conformance with any approved grading plans;
- (4) There are any delays in the implementation of the interim or final plans.

C. Permittee shall submit recommendations for corrective measures, if necessary and appropriate, with the reports made under Subsection B of this Section, unless the City Engineer waives the requirement.

§15.01.410 Implementation of permits – requirements of City Engineer

A. The permittee shall submit all reports as may be required in this Section and in Sections 15.01.380 and 15.01.400 to the City Engineer for review. The City Engineer may require permittee to modify the site map and grading plan, interim or final plans, and maintenance methods and schedules. The City Engineer shall notify the permittee in writing of the requirement to modify and may specify a specific period of time within which permittee must comply. All modifications are subject to the City Engineer's approval.

B. The City Engineer may inspect the site:

- (1) Upon receipt of any report by permittee under provisions of Section 15.01.400.B;
- (2) To verify completion of modifications required under Subsection A of this Section;
- (3) During and following any rainfall;
- (4) At any other time, at the City Engineer's discretion.

C. Upon completion of the rough grading work and at the final completion of the work, the City Engineer may require the following reports and drawings and supplements thereto:

- (1) An as-graded grading plan prepared by the civil engineer who prepared the approved grading plan, including original ground surface elevations, as-graded ground surface elevations, lot drainage patterns and locations and elevations of all surface and subsurface drainage facilities. The civil engineer shall provide a statement that the work was done in general conformance with the final approved grading plan;
- (2) A soil grading report prepared by the soils engineer including locations and elevations of field density tests, summaries of field and laboratory tests, and other substantiating data and comments on any changes made during grading and their effect on the recommendations made in the soil engineering investigation report. The soils engineer shall provide a statement as to compliance of the work with his/her recommendations and as to the adequacy of the site for the intended use;
- (3) An engineering geology report prepared by the geologist containing a final description of the geology of the site including any new information disclosed during the grading and the effect of same on recommendations incorporated in the approved grading plan. The geologist shall provide a statement as to compliance of the work with his/her recommendations and as to the adequacy of the site for the intended use as affected by geologic factors.

D. No person shall in any way hinder or prevent the City Engineer or any of his/her authorized representatives from entering and inspecting any property on which grading has been or is being done.

§15.01.420 Grading inspection

A. All grading operations for which a permit is required shall be subject to inspection by the City Engineer. When required by the City Engineer, special inspection of grading operations and special testing shall be performed according to the provisions of Subsection B of this Section.

B. In addition to complying with all requirements of the California Building Code, as amended by this Chapter, "regular grading" and "engineered grading" applicants/permittees shall be subject to and comply with the following:

- (1) Engineered and Regular Grading Designation. Grading in excess of one thousand (1000) cubic yards and/or ten (10) feet vertical depth of cut and/or fill shall be performed according to approved grading plan prepared by a civil engineer, and shall be designated as "engineered grading." Grading involving less than one thousand (1000) cubic yards and/or less than ten (10) feet vertical depth of cut and/or fill shall be designated "regular grading" unless the applicant/permittee, with the City Engineer's approval, or the City Engineer, independently, chooses to have the grading performed as "engineered grading."

- (2) Engineered Grading Requirements. For engineered grading, it shall be the responsibility of the civil engineer who prepares the approved grading plan to incorporate all recommendations from the soil engineering and engineering geology reports into the grading plan. He/she shall also be responsible for the professional inspection and approval of the grading within his area of technical specialty. This responsibility shall include, but need not be limited to, inspection and approval as to the establishment of line, grade, and drainage of the development area. The civil engineer shall act as the coordinating agent if the need arises for liaison between the other professionals, the contractor and the City Engineer. The civil engineer shall also be responsible for the preparation of revised plans and the submission of as-graded grading plans and compliance statements upon completion of the work.
- (3) Soils Engineering and Engineering Geology Requirements. Soils engineering and engineering geology reports shall be required at the discretion of the City Engineer. During grading, all necessary reports, compaction data, soils engineering and engineering geology recommendations shall be submitted to the owner, the geologist, the civil engineer, and the City Engineer by the soils engineer and the engineering geologist. Areas of responsibility shall be as follows:
- (a) The soils engineer's area of responsibility shall include, but need not be limited to, the professional inspection and approval concerning the preparation of ground to receive fills, testing for required compaction, stability of all finish slopes, and the design of buttress fills, where required, incorporating data supplied by the engineering geologist.
 - (b) The engineering geologist's area of responsibility shall include, but need not be limited to, professional inspection and approval of the adequacy of natural ground for receiving fills and the stability of cut slopes with respect to geological matters and the need for subdrains or other groundwater drainage devices. He/she shall report the findings to the owner, the soils engineer, the City Engineer and the civil engineer.
 - (c) The City Engineer shall inspect the project as required under Section 15.01.410 and at any more frequent interval necessary to determine that the professional consultants are exercising adequate control.
- (4) Regular Grading Requirements. The City Engineer may require the permittee to provide inspection and testing by a professional testing company acceptable to the City Engineer. The testing agency's responsibility shall include, but need not be limited to, approval concerning the inspection of cleared areas and benches to receive fill, and the compaction of fills. When the City Engineer has reasonable cause to believe that geologic factors may be involved, the grading operation will be required to conform to "engineered grading" requirements.

- (5) Notification of Noncompliance. If, in the course of fulfilling their responsibility under this Section, the civil engineer, the soils engineer, the engineering geologist, or the testing agency finds that the work is not being done in conformance with this Section or the approved grading plans, the discrepancies shall be reported immediately in writing to the person in charge of the grading work and to the City Engineer (see Section 15.01.400). Recommendations for corrective action measures, if necessary, shall be submitted.
- (6) Transfer of Responsibility for Approval. If the civil engineer, the soils engineer, the engineering geologist, or the testing agency of record is changed during the course of the work, the work shall be stopped until the replacement has agreed to accept the responsibility within the area of their technical competence for approval upon completion of the work.

§15.01.430 Completion of work

A. Final Reports. Upon the completion of the rough grading work and at the final completion of the work, the City Engineer may require the following reports and drawings and supplements thereto:

- (1) An as-graded grading plan prepared by the civil engineer who prepared the approved grading plan, including original ground surface elevations, as-graded ground surface elevations, lot drainage patterns and locations and elevations of all surface drainage facilities. The civil engineer shall state that to the best of his/her knowledge the work was done according to the final approved grading plan;
- (2) A soil grading report prepared by the soils engineer, including locations and elevations of field density tests, summaries of field and laboratory tests, and other substantiating data and comments on any changes made during grading and their effect on the recommendations made in the soils engineering investigation report. The civil engineer shall render a finding as to the adequacy of the site for the intended use as affected by geologic factors;
- (3) A geologic grading report prepared by the engineering geologist, including a final description of the geology of the site and any new information disclosed during the grading and the effect of same on recommendations incorporated in the approved grading plan. The engineering geologist shall render a finding as to the adequacy of the site for the intended use as affected by geologic factors.

B. Notification of Completion. The permittee or his/her agent shall notify the City Engineer when the grading operation is ready for final inspection. Final approval shall not be given until all work, including installation of drainage facilities and their protective devices and all erosion control measures have been completed according to the final approved grading plan and the required reports have been submitted.

§15.01.440 Removal of ground cover

A. All debris from clearing and grubbing shall be removed from the site within three (3) months from the completion of that activity.

B. During the dry season, the natural vegetative ground cover of any watershed shall not be destroyed or removed more than thirty (30) days prior to grading. During the wet season, such ground cover shall not be destroyed or removed more than five (5) days prior to such grading. The City Engineer may grant an extension of time when justified by the circumstances.

§15.01.450 Wet season grading

A. Commencement or continuation of any grading during the wet season is prohibited unless the City Engineer grants permission as provided in this Section.

B. The City Engineer may, at his or her discretion, grant permission to commence or continue grading during the wet season, on the basis of the information submitted by the applicant or permittee, weather forecasts, experience or any other factors which he or she may consider pertinent, so long as such grading will not cause a hazardous condition, erosion, or sedimentation to occur or continue.

C. For continuance of wet season grading activities other than installation, maintenance or repair of measures in the interim or final erosion control plan, applicant/permittee shall submit evidence to the City Engineer, as often as the City Engineer requires, demonstrating that erosion and sedimentation are being effectively controlled.

D. Applicant/permittee's failure to submit the required information to obtain permission for wet season grading activity shall result in suspension or revocation of the grading permit, action against the security, filing a lien on the property to recover City's costs, and/or prosecution as provided in Sections 15.01.550 through 15.01.580 of this Chapter.

§15.01.460 Cuts

A. General. Unless otherwise recommended in the approved soil engineering and/or engineering geology report, and specifically waived by the City Engineer, cuts shall conform to the provisions of this Section and in accordance with Figures 1 and Figure 2 of this Chapter.

B. Cut slopes. Cut slopes shall be no steeper than two to one (2:1 - two horizontal to one vertical) unless otherwise justified in the soil engineering or engineering geology report. Justification shall consist of a geotechnical slope stability analysis acceptable to the City Engineer, with factors of safety in proportion to the affected

structures and type of loading (e.g. earthquake). The factors of safety to be analyzed shall be those determined at the discretion of the City Engineer.

C. Slope adjustments. The City Engineer may require that the excavation be made with cut face flatter in slope than two (2) horizontal and one (1) vertical if he/she finds the material in which the excavation is to be made is unusually subject to erosion, or if other conditions make such flatter slope necessary for stability and safety.

D. Drainage and Terracing. Drainage and terracing shall be provided as required by Section 15.01.490.

§15.01.470 Fills

A. General. Unless otherwise recommended in the approved soil engineering report and/or engineering geology report, and specifically waived by the City Engineer, fills shall conform to the provisions of this Section and Figure 1 and Figure 2 of this Chapter. In the absence of an approved soils engineering report, these provisions may be waived for minor fills not intended to support structures.

B. Fill Location. Fill slopes shall not be constructed on natural slopes steeper than two to one (2:1), or where the fill slope terminates above a planned or existing cut slope, within a horizontal distance equal to one-third (1/3) of the vertical height of the fill, unless specifically addressed in the soils engineering report or the engineering geology report and approved by the City Engineer.

C. Preparation of Ground. The ground surface shall be prepared to receive fill by removing vegetation, noncomplying fill, top-soil and other unsuitable materials scarifying to provide a bond with the new fill and, where slopes are steeper than five to one (5:1), and the height is greater than five (5) feet, by benching into sound bedrock or other competent material as determined by the soils engineer. The bench under the toe of a fill on a slope steeper than five to one (5:1) shall be at least ten (10) feet wide. The area beyond the toe of fill shall be sloped for sheet overflow, or a paved drain shall be provided. Where fill is to be placed over a cut, the bench under the toe of fill shall be at least ten (10) feet wide, but the cut must be made before placing fill and shall be approved by the soils engineer and engineering geologist as suitable foundation for fill. Unsuitable soil is soil that, in the opinion of the building official or the civil engineer or the soils engineer or the geologist, is not competent to support other soil or fill, to support structures or to satisfactorily perform the other functions for which the soil is intended.

D. Fill Material. Detrimental amounts of organic material shall not be permitted in fills. Except as permitted by the City Engineer, no rock or similar irreducible material with a maximum dimension greater than eight (8) inches shall be buried or placed in fills.

Exception: the City Engineer may permit placement of larger rock when the soils engineer properly devises a method of placement, continuously inspects its placement, and approves the fill stability. The following conditions shall also apply:

- (1) Prior to issuance of the grading permit, potential rock disposal areas shall be delineated on the grading plan.
- (2) Rock sizes greater than eight (8) inches in maximum dimension shall be ten (10) feet or more below grade, measured vertically.
- (3) Rocks shall be placed so as to assure filling of all voids with fines.

E. Compaction. All fills shall be compacted to a minimum of ninety (90) percent of maximum density as determined by Appendix J of the 2010 California Building Standards Code or equivalent, as approved by the City Engineer. Field density shall be determined according to Appendix J of the 2010 California Building Standards Code or equivalent, as approved by the City Engineer.

In addition to the inspections of fills, the City Engineer may require a statement from an approved soils engineer based on tests of the fill at selected stages. If favorable conditions exist, the City Engineer may, by prior approval, waive requirements for inspection of or soils tests by an approved soils engineer. The requirements of the City Engineer for the compaction of fills may include but shall not be limited to the following:

- (1) Preparation of the natural ground surface by removing top soil and vegetation and by compacting the fill upon a series of terraces;
- (2) Control of moisture content of the material used for the fill;
- (3) Limitation of the use of various kinds of materials;
- (4) Maximum thickness of the layers of the fill to be compacted;
- (5) Method of compaction;
- (6) Density requirements of the completed fill depending upon the location and use of the fill;
- (7) Compaction tests required during the process of filling.

F. Slope. The slope of fill surfaces shall be no steeper than is safe for the intended use. Fill slopes shall be no steeper than two (2) horizontal to one (1) vertical (2:1). The City Engineer may require that the fill be made with a slope face flatter in slope than two to one (2:1) if he or she finds the material of which the fill is to be made is unusually subject to erosion, or if other conditions make such flatter slope necessary for stability and safety.

G. Drainage and Terracing. Drainage and terracing shall be provided and the area above fill slopes and the surfaces of terraces shall be graded and paved as required by Section 15.01.490.

§15.01.480 Setbacks

A. General. The setbacks and other restrictions specified by this Section are minimum and may be increased by the City Engineer or by the recommendations of a civil engineer, soils engineer, or engineering geologist, if necessary for safety and stability or to prevent damage of adjacent properties from deposition or erosion or to provide access for slope maintenance and drainage. Retaining walls may be used to reduce the required setbacks when approved by the City Engineer.

B. Setbacks from Property Lines. The tops of cuts and toes of fill slopes shall be set back from the outer boundaries of the permit area, including slope-right areas and easements, in accordance with Figure 2 of this Chapter. The tops and toes of cut and fill slopes shall be set back from property lines and structures as far as necessary to provide for safety of adjacent property, safety of pedestrians and vehicular traffic, required slope rounding, adequate foundation support, required swales, berms, and drainage facilities, and applicable zoning requirements. Except for pier-type foundations or other special foundation design, setbacks shall not be less than as shown on Figure 2 of this Chapter.

§15.01.490 Drainage and terracing

A. General. Unless otherwise indicated on the approved grading plan, drainage facilities and terracing shall conform to the provisions of this Section.

B. Terrace. Terraces at least six (6) feet in width shall be established at not more than thirty (30) feet vertical intervals on all cut or fill slopes to control surface drainage and debris, except that where only one terrace is required, it shall be at mid-height. For cut or fill slopes greater than sixty (60) feet and up to one hundred twenty (120) feet in vertical height, one terrace at approximately mid-height shall be twelve (12) feet in width. Terrace width and spacing for cut and fill slopes greater than one hundred twenty (120) feet in height shall be designed by the civil engineer who prepares the approved grading plan and approved by the City Engineer. Suitable access shall be provided to permit proper cleaning and maintenance. Swales and ditches shall comply with the following requirements:

- (1) Swales or ditches on terraces shall have a minimum gradient along and towards the ditch of five (5) percent unless approved by the City Engineer and must be paved with reinforced concrete not less than three (3) inches in thickness or an approved equal paving. They shall have a minimum depth at the deepest point of one (1) foot and a minimum, paved width of three (3) feet or as required by the City Engineer.
- (2) A single run of swale or ditch shall not exceed a length of one hundred fifty (150) feet or collect runoff from a tributary area exceeding thirteen thousand five hundred (13,500) square feet (projected) without discharging into a down drain, unless approved by the City Engineer.

C. Subsurface Drainage. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability.

D. Disposal. All drainage facilities shall be designed to carry waters to the nearest practicable drainage way approved by the City Engineer and/or other appropriate jurisdiction as a safe place to deposit such waters. Erosion of ground in the area of discharge shall be prevented by installation of nonerosive down drains or other devices. Building pads shall have a drainage gradient of two (2) percent toward approved drainage facilities, unless waived by the City Engineer.

Exception: the gradient from the building pad may be one (1) percent if all the following conditions exist throughout the permit area:

- (1) No proposed fills are greater than ten (10) feet in maximum depth;
- (2) No proposed finish cut or fill slope faces have a vertical height in excess of ten (10) feet;
- (3) No existing slope faces, which have a slope face steeper than ten (10) horizontally to one (1) vertically, have a vertical height in excess of ten (10) feet;
- (4) A two (2) percent gradient is provided for the first five (5) feet adjacent to the structure.

E. Interceptor Drains. Adequate provision shall be made to prevent any surface waters from damaging the cut face of an excavation or the sloping surface of a fill. At the discretion of the City Engineer, paved interceptor drains shall be installed along the top of all cut slopes where the tributary drainage area above slopes towards the cut and has a drainage path greater than forty (40) feet measured horizontally. Interceptor drains shall be paved with a minimum of three (3) inches of concrete or gunite and reinforced. They shall have a minimum depth of twelve (12) inches and minimum paved width of thirty (30) inches measured horizontally across the drain or as required by the City Engineer. The slope of drain shall be subject to the City Engineer's approval.

§15.01.500 Import and export of earth material

On project sites where earth materials are moved on public roadways from or to the site, the following requirements shall apply:

A. Dust control shall be implemented as specified in Section 15.01.510 below. The permittee shall be responsible for maintaining public rights-of-way used for hauling purposes in a condition free of dust, earth, or debris attributable to the grading operation.

B. Loading and hauling of earth from or to the site must be accomplished within the limitations established in Section 15.01.390 of this Chapter.

C. Access roads to the premises shall be only at points designated on the approved grading plan. Access roads shall include stabilized construction entrances and/or other BMPs as required by the City Engineer.

D. The last fifty (50) feet of the access road, as it approaches the intersection with the public roadway, shall have a grade not to exceed three (3) percent. There shall be a clear, unobstructed sight distance of three hundred (300) feet to the intersection from both the public roadway and the access road. If the three hundred (300) feet sight distance cannot be obtained, flagmen and/or signs shall be posted.

E. A stop sign conforming to the requirements of the California Vehicle Code shall be posted at the entrance of the access road to the public roadway.

F. An advance warning sign, conforming to the requirements of the current California Manual for Uniform Traffic Control Devices, shall be posted on both sides of the access intersection. The advance warning sign shall be covered or removed when the access intersection is not in use.

§15.01.510 Dust control

The movement of earth materials either within, to, or from a site shall require the implementation of dust control measures in accordance with the BAAQMD CEQA Guidelines and any additional measures that the City Engineer deems to be necessary and appropriate. As determined by the City Engineer, a water truck shall be continuously present on-site to assure maximum control.

§15.01.520 Protection of adjoining property

In accordance with California Civil Code Section 832, each adjacent owner is entitled to the lateral and subjacent support that his/her land receives from the adjoining land, subject to the right of the owner of the adjoining land to make proper and usual excavations on the same for purposes of construction or improvement as provided by law.

§15.01.530 Removal of hazards

Whenever the City Engineer determines that any existing excavation, embankment, or fill on private property has become a hazard to any person, endangers property, or adversely affects the safety, use, or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of such property, upon receipt of notice from the City Engineer, shall immediately repair or eliminate such excavation or embankment so as to remove the hazard and to conform with the requirements of this Chapter. Notice from the City Engineer to remove a hazard may be verbal if the hazard presents an immediate threat of injury or damage, and as soon as reasonably possible thereafter, the verbal notice shall be followed by a written notice from the City Engineer.

§15.01.540 Post-grading procedures

Upon completion of final grading and permanent improvements, where such permanent improvements are planned at the time grading is performed, permittee shall notify the City Engineer that the grading is completed. The City Engineer shall review the grading performed, and the final reports required in Section 15.01.430, and, if found in substantial conformance to the permit conditions, the City Engineer may release the unexpended and unencumbered amount of the cash deposit and initiate the release of the security bonds posted by the permittee in accordance with Section 15.01.590.

§15.01.550 Revocation or suspension of permits

A. The City Engineer may suspend any grading permit for the violation of any condition of the permit, the violation of any provision hereof or any other applicable law or ordinance, or the existence of any condition or the doing of any act constituting or creating a nuisance, threatening water quality, or endangering life, property, or the environment. Upon written notification of suspension of a permit, the permittee shall cease all work on the work site, except work necessary to remedy the cause of the suspension.

B. Following the suspension, the permittee shall be granted a hearing by the City Engineer within five (5) days of the written notice of suspension. The notice shall state, generally, the grounds of complaint and the time and place where such hearing will be held.

C. At the conclusion of said hearing, and within thirty (30) days thereafter, the City Engineer shall make his/her findings and notify, in writing, the permittee of the action taken.

D. If the permittee, after written notice of suspension, fails or refuses to cease work, as required under Subsection A of this Section, the City Engineer may revoke the permit.

E. The City Engineer may reinstate a suspended permit upon the permittee's correction of the cause of the suspension.

F. The City Engineer shall not reinstate a revoked permit.

§15.01.560 Violation - penalties

A. The violation of any of the provisions of this Chapter shall constitute a misdemeanor, punishable by the fines, penalties and enforcement provisions set forth in Chapters 1.14, 1.16 and 1.18 of this Code.

B. Where a violation of any of the provisions of this Chapter is determined by the City to have been willful, reckless, or grossly negligent, then in addition to the fines, penalties and enforcement provisions referenced in Paragraph A above or set forth elsewhere in this Code,

the City may impose a supplemental fine not to exceed the amounts listed below for each violation:

Grading Quantity	Supplemental Fine
6-50 cubic yards	\$1,500.00
51-100 cubic yards	\$2,500.00
101-1,000 cubic yards	\$5,000.00
1,001-10,000 cubic yards	\$10,000.00
10,001-100,000 cubic yards	\$25,000.00
100,001-200,000 cubic yards	\$50,000.00
Greater than 200,000 cubic yards	\$250,000.00

§15.01.570 Action against the security

The City Engineer may retain and/or execute security required by Section 15.01.240 if one of the conditions listed in Subsections A through D below exists. The City Engineer shall use funds from the appropriate security to finance remedial work undertaken by the City or private contractor under contract to the City, and to reimburse the City for all direct costs incurred in the process of the remedial work, including but not limited to the following conditions:

A. The permittee ceases land-disturbing activities and/or filling and abandons the work site prior to the completion of the work shown on the site map, grading plan and revegetation plan (if applicable) ;

B. The permittee fails to conform to the conditions of the grading permit as approved or as modified under Section 15.01.380 and has had his/her permit revoked under Section 15.01.550;

C. The techniques utilized under the interim or final erosion control plan fail within one (1) year of installation, or before a final erosion control plan is implemented for the site or portions of the site, whichever is later;

D. The City Engineer determines that action by the City is necessary to prevent excessive erosion from occurring on the site.

§15.01.580 Public nuisance abatement

A. The City Council finds and declares that any work site on which grading has been started and has been abandoned or is not completed according to the site plan, grading plan, and grading permit, or on which the interim or final erosion control facilities have failed, or where on-site grading and erosion control facilities either are not working properly or are inadequate or incomplete, creates a danger to public health, safety and welfare, and constitutes a public nuisance. All duties of the City Manager under this Chapter may be delegated to other officers, agents or employees of the City.

B. The public nuisance abatement procedures provided in this Section are, at the City's option, alternative or additional to the procedures provided in Sections 15.01.570 and 15.01.530 of this Chapter, or to any applicable procedures provided by this Code, including Chapters 1.14, 1.16, 1.18, 8.38, or any other City ordinance, or provided by state law.

C. The City Manager is authorized to abate each and every such nuisance or cause the same to be abated in the manner provided by the provisions of this Section.

D. Before abating any condition which is declared to be a public nuisance, the City Manager shall post upon or in front of the property on which such nuisance exists, a notice which shall be substantially in the following form:

NOTICE TO ABATE NUISANCE OR REMOVE HAZARD

Notice is hereby given that the following activity/condition on the property located at _____, in the City of Brisbane, County of San Mateo, State of California, identified as Assessors Parcel Number _____ constitutes a violation of the City of Brisbane Grading Ordinance or a violation of a permit or approval issued pursuant to such Ordinance:

Such condition creates a danger to the public health, safety, and welfare and is a public nuisance which must be abated by immediately by taking the following corrective action:

If said nuisance is not abated or said hazard is not removed within _____ days from and after the date of posting of this notice, or if good cause is not shown to the undersigned within said time why such corrective action should not be taken, the City will abate such nuisance by removing or causing to be removed said hazard and completing or causing to be completed the corrective action described above, and in such event, the cost and expense of such removal and abatement will be specifically assessed upon or against the parcel of land from which the hazard is removed and on which the corrective action is completed, and such assessment will constitute a lien upon the property until paid.

All interested persons having any objection to the above shall present such objections to the undersigned City Manager at City Hall, 50 Park Place, Brisbane, California 94005, within _____ days from and after the posting, herein specified, of this notice.

Posted/Mailed this _____ day of _____, 20____

CITY MANAGER OF THE
CITY OF BRISBANE

By: _____

E. Before abating any condition which is declared to be a public nuisance in this Section, the City Manager, in addition to posting of notice or notices as provided by Subsection (D) of this Section, may mail, or cause to be mailed, to the person or persons who are designated on the last equalized assessment roll of the county of San Mateo, as owner or owners of the parcel of land on which such nuisance exists, at their address or addresses as shown on the last equalized assessment roll, a written notice or notices which shall be substantially in the same form shown in Subsection (D) above.

F. The owner or owners of any private parcel of land within or upon which a public nuisance, as described in this Section, exists, have a duty to abate such nuisance at his, her or their own cost and expense by removing any hazard and completing any planned permitted grading within the time prescribed in the notice which is posted upon such property, or if notice is given by mail within the time prescribed in the mailed notice. If such owner or owners fail to abate such nuisance within said time, and if, in addition, they fail to show cause to the satisfaction of the City Manager why said nuisance should not be abated, then in that event the City may abate said nuisance or cause same to be abated.

G. In order to abate said nuisance, the City may cause the removal of said nuisance and complete the planned permitted work, or perform such other work as may be necessary or appropriate to abate the nuisance or may cause a licensed contractor to abate the nuisance in such manner for reasonable rates not in excess of prevailing rates for similar work within the City.

H. In the event the City Manager finds that any public nuisance, above described in this Section, within or upon any parcel of land is so serious and presents such an immediate menace or danger to the public health, safety and welfare that such nuisance should be immediately abated without first posting or mailing notices, as above provided, and without first giving the owner or owners of said parcel further time to abate the same, then in that event the City Manager may immediately abate said nuisance or cause the same to be abated in the manner provided in subsection (G) of this Section without first posting or mailing any notices and without giving the owner or owners of the parcel further time to abate the same. However, the City Manager, if he or she abates such nuisance, shall prepare and file in his or her office a written report describing the location, nature and extent of the public nuisance and setting forth the reasons why he or she had to abate it immediately, as aforesaid, and he or she shall cause a copy of said report to be mailed within ten (10) days from and after completion of such abatement, to the owner or owners of the parcel within or upon which nuisance existed, as such owner or owners are shown on the last equalized assessment roll of the county of San Mateo, at their addresses as shown on said roll.

I. The City Manager shall keep a record of the cost and expense incurred by him or her in abating or causing to be abated, pursuant to this Section, each public nuisance within or upon each separate parcel of land. To said costs and expenses, the City Manager shall add an amount for overhead and administration and incidental expenses and shall submit them to the City Council for confirmation of an itemized written report showing all costs and expenses incurred by the City in abating each public nuisance.

J. A copy of City Manager's report to the City Council shall be posted for at least ten (10) days prior to its submission to the City Council at the usual place where City notices are posted, together with a notice of the time and place when and where it will be submitted to the City Council for a hearing. The notice shall state a time and place when and where property owners may appear and object to any matter contained in the report.

K. At the time fixed for receiving and considering the report, the City Council shall hear it with any objections of the property owners liable to be assessed for the abatement. It may modify the report if it is deemed necessary. If the City Council finds the report to be acceptable, it shall confirm the report by resolution.

L. After confirmation of the report, a certified copy of the same shall be filed with the County of San Mateo. The description of the parcels reported shall be those used for the same parcels on the county's assessor's map books for the current year.

M. The cost of abatement within or upon each parcel of land, as confirmed, constitutes a special assessment against that parcel, and upon such confirmation it is a lien on the parcel. Laws relating to the levy, collection and enforcement of county taxes apply to such special assessment taxes. The appropriate county official shall enter each assessment on the county tax roll opposite the parcel of land. The amount of the assessment shall be collected at the time and in the manner of ordinary municipal taxes. If delinquent, the amount is subject to the same penalties and procedures of foreclosure and sale provided for ordinary municipal taxes.

N. As an alternate method, the county tax collector, in his or her discretion, may collect the assessments without reference to the general taxes by issuing separate bills and receipts for the assessments.

O. The City Finance Director may receive the amount due on the abatement cost and issue receipts at any time after confirmation of the report and until July 1st of the calendar year in which the report is confirmed. If the cost is paid in full, no report shall be filed with the County of San Mateo to levy a special assessment for such cost.

P. The City Council may order refunded all or part of a special assessment paid pursuant to this Section if it finds that all or part of the special assessment has been erroneously levied. A special assessment or part shall not be refunded unless a claim is filed on or before March 1st next following the date the tax became due and payable. The claim shall be verified by the person who paid the tax, or his or her duly authorized representative.

§15.01.590 Release of security

Security deposited with the City for faithful performance of the grading, revegetation (if applicable), and erosion control work, and to finance necessary remedial work shall be released according to the following schedule:

A. Securities held against the successful completion of the work shown on the site map, grading plan and the interim plan, shall be released to the permittee at the

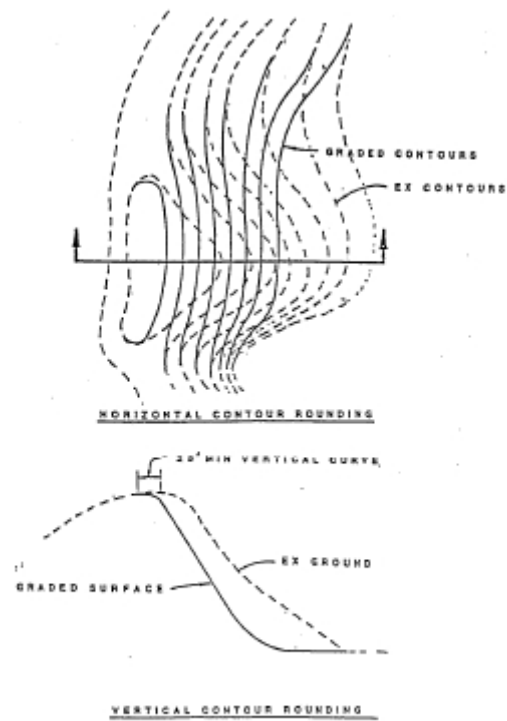
termination of the permit, or the satisfactory completion of the grading operations, provided no action against such security is filed prior to that date;

B. Securities held against the successful completion of the work shown on the final plan shall be released to the permittee either one (1) year after termination of the permit or when the final plan is approved as completed, or when the City Planning Department approves a final revegetation monitoring report, whichever is later, provided no action against such security has been filed prior to that date.

§15.01.600 Cumulative enforcement procedures

The procedures for enforcement of a permit, as set forth in this Chapter, are cumulative and not exclusive.

FIGURE 1



NOTE: No rounding at terraces.

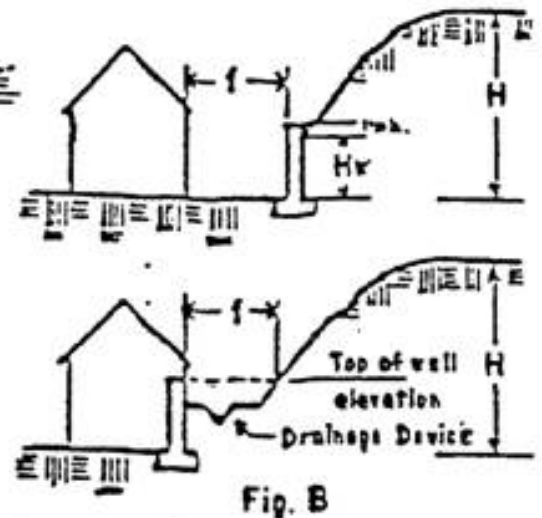
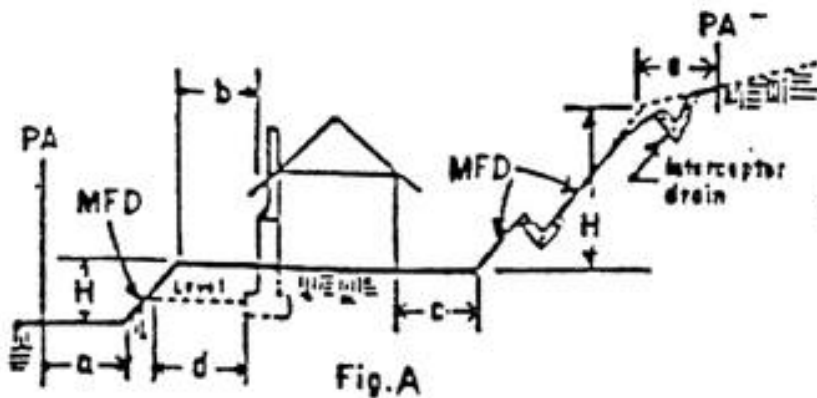
FIGURE 2

Table A

Min. Setback From Adjacent Slope					
H (hgt) Feet	a	b	c	d	e
0 < 5	3'	7'	3'	5'	1'
6-14	5'	7'	H/2	H/2	H/5
14-30	5'	H/2 10' Max	H/2	H/2 10' Max	H/5
+30	5'	10'	15'	10'	6'

Table B

H (hgt) Feet	Max. Hw.	Min. Setback
0-5	3'	3' Min.
6-12	H/2	H/2
12-30	6'	H/2
+30	6'	15'

**NOTES:**

PA means permit area boundary and/or property line; 1. MFD means manufactured surface.

Setbacks shall also comply with applicable zoning 2. regulations.

Table A applies to manufactured slopes and 2:1 or 3. steeper natural slopes. Setbacks from natural slopes flatter than 2:1 shall meet the approval of the City Engineer.

"b" may be reduced to 5' minimum if an approved 4. drainage device is used; roof gutters and downspouts may be required.

"b" may be reduced to less than 5' if no drainage is 5. carried on this side and if roof gutters are included.

If the slope between "a" and "b" levels is replaced 6. by a retaining wall, "a" may be reduced to zero and "b" remains as shown in Table A. The height of the retaining wall shall be controlled by zoning regulations.

"b" is measured from the face of the structure to the 7. top of the slope.

"d" is measured from the lower outside edge of the 8. footing along a horizontal line to the face of the slope. Under special circumstances "d" may be reduced or recommended in the approved soil report and approved by the City Engineer.

The use of retaining walls to reduce setbacks (Fig. 9. B) must be approved by the City Engineer.

"f" may be reduced if the slope is composed of sound 10. rock that is not likely to produce detritus and is recommended by the soil engineer or engineering geologist and approved by the City Engineer.

"a" and "e" shall be 2' when PA coincides with 11. Arterial or local street right-of-way and when improved sidewalk is adjacent to right-of-way.

"e" shall be increased as necessary for interceptor 12. drains.

SECTION 2 Section 17.32.220 in Chapter 17.32 of the Municipal Code is amended to read as follows:

§17.32.220 Grading permit; when review by Planning Commission is required.

Grading permits to be issued by the Director of Public Works/City Engineer under Chapter 15.01 of this Code shall be reviewed by the Planning Commission, at a noticed public hearing, as provided in Section 15.01.110.

SECTION 3. This Ordinance shall be in full force and effect 30 days after its adoption.

Coleen Mackin, Mayor

Attest:

Ingrid Padilla, City Clerk

I hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by the City Council of the City of Brisbane in a regular meeting on _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

Ingrid Padilla, City Clerk

Approved as to form:

Thomas R. McMorrow, City Attorney

File Attachments for Item:

O. Receive Mid-Year Budget Report and Consider Adoption of Resolution Amending the Annual Budget for Fiscal Year 2021-22 and Making Appropriations for the Amount Budgeted



CITY COUNCIL AGENDA REPORT

Meeting Date: 5/19/2022

From: Carolina Yuen, Finance Director

Subject: Mid-Year Budget Report and Adoption of Resolution 2022-__

Community Goal/Result

Fiscal Stability

Purpose

Provide funding for current approved programs and services and set funding aside for long-term liabilities.

Recommendation

City Council adopt resolution 2022-__ to amend the FY 2021/22 Budget

Background

On June 4, 2020, City Council adopted the FY 2021/22 budget. The budget projected General Fund Revenues at \$20,212,958 including Transfers In. General Fund Expenditures were projected at \$23,366,310 including Transfers Out. The beginning fund balance was estimated at \$6,029,774 and ending fund balance of \$3,696,868

Our actual General Fund non-committed Balance as of July 1, 2021, was \$2,932,079, representing \$3,097,695 less than anticipated.

Discussion

Revenues: Attached is a summary showing the FY 2020/21 budget compared to actuals as well as the 2021/22 adopted budget compared to the midyear re-projection. Staff is anticipating approximately \$1,422,817 in additional revenues for the 2022 fiscal year. There were a few areas where revenues exceeded expectations including Property Taxes. A few revenue items fell short of expectations including Transient Occupancy Fees. We are requesting budget adjustments to revenue in the net amount of \$431,000.

Property Tax – Staff did not project any growth in Property Tax due to the uncertainty of COVID. However, the City received an unexpected increase in its secured property tax of 8.8%, or \$242,000. The City received about \$598,000 more from the former RDA area than anticipated as well. This increase is a direct result of the construction that has been taking place on Sierra Point. Staff anticipates that some additional new revenue will be generated as the Life Science campus projects are completed.

Transient Occupancy Tax (TOT) – Although Staff reduced the amount of TOT for the FY2022 budget, the actual taxes is expected to come in under budget by approximately \$409,000. Although we are seeing this income increasing over the year, the hotel industry has not fully rebounded from the impact of COVID.

Expenses: Staff is anticipating approximately \$380,193 in net savings in expenses for the 2022 fiscal year. There were a few departments that fell below budgeted targets. We are requesting budget adjustments to expenses in the net amount of \$279,000.

Central Services – During FY22, the City entered an agreement to lease 25 Park Place. The deposit and lease payments will total \$208,000 which was not included in the budget. Other related expenses including utilities can be absorbed by savings in other areas within Central Services.

Fire Department – The department is coming in over budget by approximately \$71,000, primarily in Communications due to the unexpected costs related to the installation of the Station Alert project.

Although all of the other departments have slight variations in their budgets, the net impact was a reduction in expenditures. Net savings were primarily due to programs reconvening later than scheduled due to COVID and staffing vacancies.

Recommended Transfer to Pension Trust – Staff decided to take advantage of the CalPERS Unfunded Liability payment discount program and made a lump-sum payment at the beginning of the fiscal year. By making one payment instead of monthly throughout the year, the approximate savings was \$64,000 and staff therefore recommends to transfer the savings to the Pension Trust.

Fund Balance and summary

Ending Fund Balance for FY 2021/22 is anticipated to be higher than originally projected and will be approximately \$16,185,795. Based on fund commitments and the Reserve Policy adopted by Council to set money aside for recessions, unanticipated events and annual fluctuations in the budget, the City will have \$1,954,701 in available reserves. Staff recommends rolling over these funds to be considered for use in FY22/23. Due to the current rising price environment and expected increase in anticipated costs for the City, coupled with Transient Occupancy Tax still not in a full rebound, and our Sales Tax line is not expected to grow significantly in FY 22/23 due to the recent departure of several large sales tax producers, our speed of recovery is unknown.

Other notable events:

Purchase of property – The City purchased property located at 70 Old County Road (also known as the Bank of America property) for the amount of \$4,250,000. The purchase was paid in full by the City, but was later financed by Bank of the West to reimburse the City. Therefore, there is little impact to the current fiscal year. The first loan payment is scheduled for September 2022.

Tenant Improvements to 25 Park Place – As part of the lease agreement for 25 Park Place, the City is expecting to make tenant improvements over the coming year. The costs are not expected to increase in the coming year.

American Rescue Plan Act (ARPA) – The federal government enacted a federal stimulus bill known as ARPA to aid state and local jurisdiction for economic recovery from the COVID-19 pandemic. The City received \$558,701, the first of two payments in FY22. However, these funds are not part of the General Fund and therefore not accounted for in this budget.

Fiscal Impact

The City is expected to experience overall net savings of \$1,350,343 for compared to the FY22 budget. Any savings will be rolled over to be considered for the FY23 budget and be used to pay for the level of services requested by the Council.

Measure of Success

The City is able to meet the goals and policies adopted by the City Council.

Attachments

1. Overview of General Fund 2020/21 – 2021/22
2. Resolution 2022-_____

Carolina Yuen

Carolina Yuen, Finance Director

Clay Holstine

Clay Holstine, City Manager

General Fund

	FY20/21	FY21/22
Budgeted Revenue	21,547,710	20,212,958
Budgeted Expenses	22,786,694	23,366,310
Anticipated Surplus (Use of Fund Balance)	<u>(1,238,984)</u>	<u>(3,153,352)</u>
Actual / Anticipated Revenues	27,593,043	21,635,775
Actual / Anticipated Expenses	22,493,466	22,986,117
Actual / Reprojected Surplus (Use of Fund Balance)	<u>5,099,577</u>	<u>(1,350,343)</u>
Beginning Fund Balance	12,436,561	17,536,138
Ending Fund Balance	17,536,138	16,185,795
Reserve Policy:		
Recession Reserve	2,500,000	2,500,000
Unanticipated Events	3,500,000	3,500,000
Annual Fluctuation (5% Revenues/5% Expenses)	2,504,325	2,231,095
Total Required Reserve	<u>8,504,325</u>	<u>8,231,095</u>
Fund Balance Above Required Balance	9,031,813	7,954,701
Additional Restrictions on Fund Balance	6,099,734	6,000,000
Available Fund Balance	<u>2,932,079</u>	<u>1,954,701</u>

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF BRISBANE
AMENDING THE ANNUAL BUDGET
FOR FISCAL YEAR 2021-22 AND MAKING APPROPRIATIONS FOR THE AMOUNT BUDGETED**

WHEREAS, a proposed annual budget for the City of Brisbane for the Fiscal Year commencing July 1, 2021, and ending June 30, 2022, was adopted by City Council on June 4, 2020; and

WHEREAS, the City Council has reviewed the proposed changes to the budget for Fiscal Year 2021/22 on May 19, 2022, attached to the Resolution.

NOW THEREFORE, THE CITY COUNCIL DOES RESOLVE, that the amended budget, as submitted, is adopted as the annual budget for the Fiscal Year commencing July 1, 2021, and thereby appropriates the amounts budgeted.

PASSED, APPROVED, AND ADOPTED this 19th day of May 2022

Coleen Mackin,
Mayor

I hereby certify that the foregoing **Resolution No. 2022-__** was duly and regularly adopted at a regular meeting of the Brisbane City Council on May 19, 2022, by the following vote:

AYES:

NOES:

ABSENT:

Ingrid Padilla
City Clerk

City of Brisbane
Mid-Year General Fund Budget Review
 Fiscal Year 2021/2022

FY21/22 Approved Budgeted Revenue	\$20,212,958
Total Revenue Budget Adjustments	431,000
Secured Property Tax - \$242,000	
Property Tax from Successor Agency - \$598,000	
Transient Occupancy Tax – (\$409,000)	

Total Other Variances	991,817
Total Anticipated Revenues	\$21,635,775

FY21/22 Approved Budgeted Expenses	\$23,366,310
Total Expense Budget Adjustments	279,000
Central Services - \$208,000	
Fire Department - \$71,000	

Total Other Savings	(659,193)
Total Anticipated Expenses	\$22,986,117

File Attachments for Item:

Q. Updating the County-Wide and Subcommittee Assignments

2022

CITY OF BRISBANE - CITY COUNCIL ASSIGNMENTS

The following is a list of Commissions, Subcommittees, Boards, Councils and Associations for which the Council selects a representative(s).

<u>County/Other JPA Assignments</u>	<u>Representative/Alternate</u>	<u>Mtg Sched.</u>
1. Association of Bay Area Governments http://www.abag.ca.gov/	Mayor/Mayor Pro Tem	Annually/April
2. League of California Cities http://www.cacities.org	Mayor/Mayor Pro Tem	Conferences
3. Airport Land Use Committee http://ccag.ca.gov/committees/	Terry O'Connell, Rep. Madison Davis, Alt	4 th Thurs/mo 4-6 pm
4. San Mateo County Emergency Services Council http://hsd.smcsheriff.com/	Terry O'Connell	3 rd Thurs/mo/Quart 5:30 pm
5. City/County Association of Governments http://ccag.ca.gov/committees/board-of-directors/	Karen Cunningham, Rep Cliff Lentz, Alt.	2 nd Thurs/mo 6:30-9:30pm
6. Peninsula Traffic Congestion Relief Alliance http://commute.org/	Cliff Lentz Karen Cunningham, Alt	3 rd Thurs/bi-month 8 – 9:30 am
7. County Library JPA Liaison with Friends of Brisbane Library http://www.smcl.org/en/node/11	Karen Cunningham Cliff Lentz, Alt	2 nd Mon/bi-month 8:15 am
8. SMC Pre-Hospital EMS Group Board of Directors (JPA-ALS Paramedic)	Karen Cunningham Terry O'Connell, Alt	3 rd Wed Jan/May/Sept 6 pm
9. Airport Community Roundtable http://sforoundtable.org	Terry O'Connell Madison Davis, Alt	1 st Wed/mo 7 pm
10. North County Fire Authority Board of Directors/Fire Services (JPA Board)	Madison Davis Terry O'Connell	Once a year in June/July
11. Brisbane Baylands Community Advisory Group (BBCAG)	Madison Davis Terry O'Connell	As Needed 7-9 pm
12. Peninsula Clean Energy JPA (SM County) www.peninsulacleanenergy.com	Coleen Mackin Clay Holstine, Alt	4 th Thurs/mo 7-9 pm
13. Brisbane Emergency Services Council (Mayor & SMC Emergency Services Council Rep)	Coleen Mackin, Rep Terry O'Connell	
14. Bay Area Water Supply Conservation Agency (BAWSCA City Representative)	Sepi Richardson (Term expires 6/30/23)	3 rd Thurs/mo 7pm

15. Caltrain Modernization Local Policy Maker Group
www.caltrain.com/calmod
(assigned at Council Mtg of 9/7/17)

Terry O'Connell
 Cliff Lentz, Alt

4th Thursday at
 6pm

16. HEART of SMC's Membership Agency
 Committee (MAC)

Cliff Lentz
 Coleen Mackin (alt)

Annually (May)

City Council Subcommittees

17. Infrastructure, Utilities, & Franchise
*(Water & Sewer, rates & plans, Franchise agreements,
 Other Infrastructure plans, Storm drains, streets,
 City Facilities - buildings, marina, etc.)*

Coleen Mackin
 Cliff Lentz

18. School/City Subcommittee 2x2

Madison Davis
 Coleen Mackin

19. Education Ad hoc Subcommittee Meeting
(created 1/17/19)

Madison Davis
 Coleen Mackin

20. Fiscal & Administrative Policies
*(Review of Fiscal policies, such as OPEB,
 Fund Balances Policies, unfunded liabilities.)*

Terry O'Connell
 Karen Cunningham

21. Affordable Housing

Cliff Lentz
 Madison Davis

22. Public Information/Technology
(Website, Newsletter, Broadcasting, security)

Coleen Mackin
 Karen Cunningham

23. Economic Development

Karen Cunningham
 Cliff Lentz

24. Baylands
*(All things Baylands, BSP - UPC application and is
 various studies, i.e., financial, survey, sustainability,
 HSR, Soil Processing, Recology)*

Terry O'Connell
 Karen Cunningham
 + 1 PC (Sayasane), + 1 CSSC (Cabrera)
 + 1 OSEC (Dykes) + 1 Art (Davis/Salmon)
 Possible Youth and/or At-Large position/s

25. Sierra Point Parkway Design Guidelines

Terry O'Connell
 Cliff Lentz + Mitch

26. Sierra Point Parkway Park
*(For parks and open space projects at SPP)
 (created 1/7/21)*

Terry O'Connell
 Cliff Lentz
 + 1 P&R, + 1 OSEC Member,
 + 1 Complete Streets

27. History Subcommittee

Coleen Mackin
 Madison Davis

28. Airport Noise Subcommittee

Terry O'Connell
 Madison Davis

29. Crocker Park Noise Ad hoc

*(created 10/26/17)*Cliff Lentz
Coleen Mackin

30. Planning Issues

Coleen Mackin
Karen Cunningham

31. Cannabis Issues

*(created 1/17/19)*Madison Davis
Terry O'Connell32. Public Art Advisory Committee &
Public Art Selection CommitteeMadison Davis
Karen Cunningham
+ 2 P&R, + 1 Business owner
+ 1 Artist, + 1 Community member

33. Beautification Subcommittee

*(created 9/5/19)*Karen Cunningham
Coleen Mackin
+ 1 P&R, + 1 OSEC Member,
+ 1 Complete Streets

34. Transportation Demand Management Policy

*(created Sept 2021)*Cliff Lentz
Karen Cunningham

35. Community Garden

*(created Nov 2021)*Madison Davis
Karen Cunningham

36. City Manager Contract Ad hoc Subcommittee

*(created Feb 2022)*Karen Cunningham
Cliff Lentz

37. LUNAFEST Co-Sponsorship with Lions Club

*(dissolved 4/21/22; now Lions Club event)*Madison Davis & Terry O'Connell
Lions: Sharon Boggs & Deb Horen
+ 3 P&R (Greenlee, Kern & Seawell)**Council Liaisons****** Meet with two representatives from each Commission for Liaison meetings: involves discussion around the Commission's achievements, goals and their upcoming workplan.****Representative/Alternate**

38. Liaison to Parks & Recreation Commission

Madison Davis
Karen Cunningham

39. Liaison to Open Space & Ecology Committee

Karen Cunningham
Terry O'Connell

40. Liaison to Planning Commission

Cliff Lentz
Coleen Mackin

41. Liaison to Complete Streets Safety Committee

Karen Cunningham
Coleen Mackin42. Liaison to Equity Plus Inclusion Committee (EPIC) and
Inclusion, Diversity Equity & Accountability (IDEA)*(created 1/7/21)*Madison Davis
Cliff Lentz