

RESOLUTION NO. 2023-006

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PACIFICA CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT (EIR) AND ADOPTING FINDINGS, A STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING AND REPORTING PROGRAM; RECOMMENDING CITY COUNCIL ADOPTION OF AN ORDINANCE TO APPROVE DEVELOPMENT AGREEMENT DA-3-20, REZONING RZ-205-20, AND DEVELOPMENT PLAN DP-81-20; APPROVING SPECIFIC PLAN SP-173-20, VESTING TENTATIVE SUBDIVISION MAP SUB-248-20, AND HERITAGE TREE REMOVAL AUTHORIZATION, TO ALLOW CONSTRUCTION OF A RESIDENTIAL PROJECT CONSISTING OF 70 RESIDENTIAL RENTAL UNITS AT 930 ODDSTAD BOULEVARD (APN 023-672-600) FOR THE PACIFICA SCHOOL DISTRICT WORKFORCE HOUSING PROJECT LOCATED AT 930 ODDSTAD BOULEVARD (APN 023-672-600) (FILE NO. 2020-009)

Initiated by: Pacifica School District ("Applicant")

WHEREAS, an application has been submitted for construction of a 70-unit residential development including a property management office, residents' commons building, and public restroom/changing facilities located at 930 Oddstad Boulevard (APN 023-672-600); removal of three heritage trees; a division of land into three individual lots; a development agreement with certain public and developer benefits, including use of playing fields; a rezoning to change the zoning classification to the P-D Planned Development District; and a Development Plan and a Specific Plan to insure the proper orientation, design character and compatibility of the construction of 70 residential units across seven buildings, a property management office, residents' commons, and public restroom and changing facility ("Project"); and

WHEREAS, the proposed Rezoning would change the zoning classification of the Project site from R-1 (Single-Family Residential) to P-D (Planned Development) zoning district to allow site specific development standards; and

WHEREAS, upon approval of the proposed Rezoning to the P-D (Planned Development) zoning district, approval of a Development Plan is necessary pursuant to Pacifica Municipal Code (PMC) Section 9-4.2203 to establish permissible uses and development standards for the Project site; and

WHEREAS, the proposed Development Agreement would provide for public and developer benefits resulting from negotiations between the City of Pacifica ("City") and Applicant; and

WHEREAS, upon approval of the proposed Rezoning to the P-D (Planned Development) zoning district, approval of a Specific Plan is necessary pursuant to PMC Section 9-4.2210 prior to issuance of a grading or building permit to demonstrate proper orientation, desirable design character, and compatible land uses; and

WHEREAS, the Project requires approval of a Vesting Tentative Subdivision Map because it would divide a parcel into four or less parcels pursuant to PMC Section 10-1.303; and

WHEREAS, the Project requires approval of a Heritage Tree Removal Authorization because the Project proposes removal of one or more heritage trees; and

WHEREAS, the City determined that the Project required the preparation of an Environmental Impact Report (“EIR), pursuant to the requirements of the California Environmental Quality Act (Public Resources Code Section 2100 *et seq.*; “CEQA”), and the Guidelines for Implementation of the California Environmental Quality Act (Title 14, Sections 1500 *et seq.* of the California Code of Regulations; “CEQA Guidelines”); and

WHEREAS, the City prepared a Draft EIR (“DEIR”) dated November 2022 to consider, identify and analyze all potential environmental impacts of the proposed Project (State Clearinghouse No. 2021100457), which concluded that the Project could result in potentially significant impacts to Aesthetics, Air Quality, Biological Resources, Cultural and Tribal Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Noise, Transportation and Traffic, and that all the potentially significant impacts of the Project, with the exception of Transportation and Traffic, can be avoided or reduced to insignificance with implementation of mitigation measures; and

WHEREAS, the City provided notice of the availability of the DEIR and the City made the DEIR available for a 45-day review and comment period that ran from November 23, 2022, to January 9, 2023; and

WHEREAS, the City received one written public comment and no agency comment letters during the DEIR public review period; and

WHEREAS, the City prepared written responses to the comment received during the comment period, which together with revisions to the DEIR and the Mitigation Monitoring and Reporting Program (“MMRP”) constitutes the Final EIR (“FEIR”); and

WHEREAS, no significant new information has been added to the EIR after public notice of the availability of the DEIR or added or modified in the FEIR, under CEQA Guidelines section 15088.5. The additional information and modifications that have been provided do not show (1) a new significant environmental impact, (2) a substantial increase in the severity of an environmental impact, (3) that a feasible project alternative or mitigation measure would clearly lessen the significant impacts of the Project, but that the developer declines to adopt it, or (4) that the DEIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comments are precluded. The EIR mitigation measures are incorporated in the FEIR for the Project to avoid or substantially lessen significant environmental effects. Therefore, no further analysis is required and there is no need to recirculate a revised EIR for further review and comment; and

WHEREAS, the DEIR found that the project would result in significant and unavoidable environmental impacts related to vehicle miles traveled generated by the project and, therefore, a Statement of Overriding Considerations describing public benefits from the project that would outweigh the potential significant environmental impacts of the project has been prepared; and

WHEREAS, the City provided notice of the Planning Commission’s intent to hold a public hearing to consider the EIR, Findings, Statement of Overriding Consideration, and MMRP and approval of the Project, as required by law by publishing a Notice of Public Hearing in the Pacifica Tribune on March 8, 2023, and by mailing the Notice of Public Hearing to 348 surrounding property owners, occupants and interested parties on March 9, 2023; and

WHEREAS, the Planning Commission has read and considered the FEIR and MMRP prior to making its decision to approve the Project; and

WHEREAS, the Planning Commission (“Commission”) held a duly noticed public hearing on March 20, 2023, at which time it considered all oral and documentary evidence presented, and incorporated all testimony and documents into the record by reference.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Pacifica that the Planning Commission finds as follows:

1. The above recitals are true and correct and material to this Resolution.
2. In making its findings herein, the Planning Commission relied upon and hereby incorporates by reference all correspondence, staff reports, and other related materials.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Pacifica does hereby take the following actions with respect to the FEIR:

1. The Planning Commission finds that the FEIR for the Project was presented to the Planning Commission, that the FEIR was prepared, published, circulated, reviewed and completed in full compliance with State law and CEQA Guidelines, that there was adequate public review of the DEIR, that it has considered all comments on the DEIR and responses to comments, that the FEIR adequately discusses all significant environmental issues, and that the FEIR reflects the independent judgment and analysis of the Planning Commission. The Planning Commission further certifies that it has reviewed and considered the information in the FEIR.
2. The Planning Commission finds that the information added in the FEIR does not constitute significant new information requiring recirculation, but rather that additional information clarifies or amplifies an adequate EIR.
3. The Planning Commission hereby certifies the FEIR for the Project.
4. Pursuant to CEQA section 21081.6 and CEQA Guidelines section 15091, and in support of its recommendation of approval of the Project, the Planning Commission has reviewed and considered the CEQA Findings of Fact and Statement of Overriding Considerations for the Project, attached hereto as Exhibit A incorporated herein by reference, finds that such Findings of Fact are supported by substantial evidence and adopts the Findings of Fact and Statement of Overriding Considerations.
5. Pursuant to CEQA Section 21081.6 and CEQA Guidelines section 15091 and in support of its approval of the Project, the Planning Commission has reviewed and considered the Mitigation Monitoring and Reporting Program (MMRP) that requires all mitigation measures described in the FEIR be implemented by means of Project conditions, agreements or other measures, as set forth in the MMRP, attached hereto as Exhibit B and incorporated herein by reference. The Planning Commission hereby adopts the MMRP.

6. The record of proceedings is available for review by responsible agencies and interested members of the public during normal business hours at the Planning Department, 540 Crespi Drive, Pacifica, CA 94044. The custodian of these documents is the Planning Department of the City of Pacifica.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Pacifica does hereby intend to initiate rezoning of the Project site located at 930 Oddstad Boulevard from the R-1 (Single Family Residential) zoning district to the P-D (Planned Development) zoning district.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Pacifica does hereby recommend City Council approval of Rezoning RZ-205-20, as set forth above, based on the following:

- General Plan Consistency

The proposed Rezoning would be consistent with the following General Plan policies:

1. Promote a Positive Image. Promote a positive image of Pacifica as a desirable place to work, live and visit (ES-G-3);
2. Appropriate Site Design. Ensure that development projects adjacent to protected natural areas are designed to minimize impacts on those areas by employing low impact development techniques for stormwater management, using native/non-invasive landscaping, and minimizing nighttime lighting and glare (ES-I-36);
3. Concentrated Development. Focus new development in or directly adjacent to already-developed areas, where it can be served by existing public services and where it will not have significant impacts on coastal or other resources (LU-G-2);
4. Future Residential Development. Limit development to sites that are not critical for open space connections or habitat preservation, and which will be in harmony with the surrounding natural setting (LU-G-3);
5. Private Parking. Ensure adequate off-street parking in all new development (CI-G-20);
6. Development of City Parks. Create and enhance neighborhood and pocket parks and plazas to provide access to local recreational space to all Pacifica residents (OC-G-1);
7. School Playfields. Continue to cooperate with the school districts to make school play fields available for public use after school hours (OC-G-4);
8. Park Land Dedication or In-Lieu Fees. For new development, continue to require the dedication of land or payment of in-lieu fees to provide park land at a ratio of five acres per 1,000 residents (OC-I-1);
9. Optimize Public Facilities. Ensure that public facilities are adequate to meet needs, and plan for opportunities that help to meet goals of school districts and the City (OC-G-11);
10. School Site Reuse and Redevelopment. Identify appropriate future land uses for unused school sites that are compatible with existing neighborhoods (OC-I-55);
11. Prioritize in-fill residential development (Housing Element #4.D.i);
12. Provide housing opportunities for all income groups (Housing Element 8.A. page 114);
and
13. Provide a choice of housing types and densities (Housing Element 8.A. page 114).

- Existing Lot

The site can be adequately accessed from Oddstad Boulevard and can obtain all utilities from existing sources within the Oddstad Boulevard public right-of-way. The site's location, layout, in-fill nature of development on the site, make it suitable for the density, intensity, and type of development as part of a rezoning to the P-D zoning district concurrently with the proposed Development Plan and Specific Plan, and approval of these items would not threaten public health, safety, or welfare.

- Surrounding Neighborhood

The surrounding neighborhood is predominantly single-family residential and commercial recreation land uses. The area zoned as commercial recreation is the Frontierland Park, owned and operated by the City of Pacifica. To the southeast of the project site is the Yosemite Drive Club of the Boys & Girls Club of North San Mateo County. The project area is characterized by two-story single-family homes to the west, south, north, and northeast. To the southeast is a hillside which slopes up towards Frontierland Park. The proposed project consists of one- and two-story buildings. The seven residential buildings are all two-stories and the property management office, Residents Commons, and public restrooms/changing rooms are all one story.

For additional context, Attachment H of the staff report shows the neighboring compatible uses. These properties have been developed in a manner compatible with the proposed project in terms of height, design, and use. The Planning Commission finds that the proposed project can be developed without adverse impacts to public health, safety, and welfare to these developments. Therefore, the proposed project can safely develop without causing adverse neighborhood impacts.

In the case of the subject project, rezoning the site to the P-D zoning district would support the applicant's objectives to provide workforce housing for Pacifica School District and potentially other public agency employees. The clustering of multi-family housing towards the middle and northwest corner of the site helps to preserve the hillside and maintains the existing fields. Without the Rezoning, residential density would be less, but would not support the School District's goals to provide housing and would not help the City's Housing Element goals and policies to provide housing.

- Maximum Development Potential

The proposed Rezoning would change the maximum development potential of the project site. The parcel size is 544,064 sf or 12.4 acres. Under the proposed Planned Development (P-D) district, the Multiple-Family Residential (R-3) district development standards would apply. The existing Single-Family Residential district has a minimum lot area of 5,000 sf resulting in a maximum development potential of 108 units. The change to P-D results in a minimum lot area of 2,075 sf and a maximum development potential of 262 units. The project proposes only 70 residential dwelling units, and does not seek to accomplish the maximum development potential of the site. The project proposes a minimum lot dwelling area of 4,668 sf.

The applicant proposes to develop the project as three lots. Lot 1, which is 4.9 acres, would be maintained as fields, recreation, and public parking. Lots 2 and 3, which amount to 7.5 acres, would be developed for residential and associated uses. In addition to the 20 percent landscaped area of Lots 2 and 3, 26 percent of the project site would remain undeveloped in a natural state.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Pacifica does hereby recommend City Council approval of an Ordinance approving Development Plan DP-81-20, based on the following discussion and findings required by PMC Section 9-4.2206:

1. *The proposed P-D District can be substantially completed within the time schedule submitted by the applicant.*

The applicant has anticipated certain economic conditions and proposes to construct the project in phases. Demolition and construction activities are anticipated to occur concurrently beginning in December after entitlement. A Development Agreement between the City and the Pacifica School District was prepared to further outline project phasing and requires commencement of construction for Phase 1 and the parkland improvements within seven years of the execution of the agreement. The Development Agreement would also provide flexibility to the applicant to complete the project. Therefore, there is sufficient evidence to make this finding.

2. *Each unit of the development, as well as the total development, can exist as an independent development capable of creating an environment of sustained desirability and stability or adequate assurance that such objective will be attained.*

The proposed project, a workforce housing development with 70 units, is compatible with the larger Park Pacifica residential neighborhood. Specifically, the project would be constructed consistent with the Low Density Residential density (three to nine dwelling units per acre) that exists in the surrounding neighborhood. The main distinction would be the multi-family residential building form factor of the proposed project.

Similar to existing residences, the project benefits from its location on Oddstad Boulevard, a collector street and each building would have access to existing water, sewer, and storm utilities. The craftsman building design, two story heights, landscaping and new trees proposed by the Development Plan would support the desirability and stability of the neighborhood. Individually, each building is designed to provide a unified palette with style, materials and color selection, but is differentiated in terms of articulation and massing to show uniqueness. Additionally, as designed, each unit can provide all the requirements of a single housekeeping unit including, but not limited to restrooms and a place to store, cook, and wash food. Therefore, there is sufficient evidence to make this finding.

3. *The land uses proposed will not be detrimental to the present or potential surrounding uses but will have a beneficial effect which would not be achieved through other districts.*

The proposed Planned Development district for Lot 2 and Lot 3, with a multi-family housing use and utilizing the Multi-family Residential District (R-3) development standards, would help to activate an underutilized former school site by providing quality design and building elevations compatible with surrounding uses. The buildings in the surrounding neighborhood are primarily two-story single-family houses. The development would not exceed two stories and would comply with the maximum 35'-0" height limit. The craftsman design compliments the neighboring houses. The proposed development provides landscaping on 20 percent of the project site and to the rear of the property, maintains 33 percent of the project area in its natural state. Therefore, there is sufficient evidence to make this finding.

The proposed Planned Development district for Lot 1 would authorize a public park use, which is consistent with its current use, and would not introduce any new or expanded uses that would be detrimental to the present or potential surrounding uses. The presents of a public park at this location would be beneficial to the multi-family residential uses proposed with the project as well as the surrounding residential and commercial uses in the vicinity of the project site.

4. *The streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic, and in-creased densities will not generate traffic in such amounts as to overload the street network outside the P-D District.*

The project is served by Oddstad Boulevard. The General Plan identifies Oddstad Boulevard as a collector street, which has slower permitted speeds than arterials, serve short, local trips, and accommodate travel between residential neighborhoods and arterials. Collectors have moderate volumes of traffic, and accommodate equally automobiles, bicycles, and pedestrians within the right-of-way. The project's Transportation Analysis studied the magnitude of traffic produced by the proposed development. The analysis concluded that "the project is estimated to generate approximately 484 daily trips with 30 trips during the morning peak commute hour and 37 trips during the evening peak commute hour. This equates to one new trip on Oddstad Boulevard every 2 minutes. It is unlikely that such a small number of added trips would be noticeable to existing residents."

The Transportation Analysis also evaluated intersections along Oddstad Boulevard and estimated that there would be no noticeable change in the level of service or traffic conditions due to the project, which is consistent with the General Plan's Circulation Element Policy CI-I-18 which indicates the city should strive to maintain a certain threshold. The project would not exceed the threshold. Therefore, there is sufficient evidence to make this finding.

5. *Any proposed commercial development can be justified economically at the location proposed and will provide adequate commercial facilities for the area.*

The proposed project is a residential development, therefore, the need to make this finding is not applicable.

6. *The area surrounding the development can be planned and zoned in coordination and substantial compatibility with the proposed development, and the P-D District uses proposed are in conformance with the General Plan and, where applicable, the Local Coastal Plan, or that changes in the General Plan or Local Coastal Plan are justified.*

The surrounding developments include single-family residences to the north, northeast, west, and south, an approximately 63-acre City of Pacifica-owned and operated park (Frontierland Park) to the east, and the Boys and Girls Club to the south. The design of the surrounding residences includes gabled roofs, wood framing, support columns, exposed rafters and covered porches which are characteristic of craftsman styles. The proposed project design is congruent with the adjacent neighborhood and employs the same craftsman style. Twenty percent of the project is landscaped and incorporates drought tolerant and native vegetation. Additionally, the rear of the property will be maintained in a natural state and visually transitions well with the abutting Frontierland Park.

The proposed Development Plan would be consistent with the City's General Plan. General Plan consistency includes, but is not limited to, the following:

1. **Land Use Element**

Public and Semi-Public. The Public and Semi-Public (PSP) designation indicates public or private schools, libraries, police, and fire stations and other civic and community uses. In the case that public facilities are converted or sold for new uses, Plan land use designations shall be updated. If a public school is discontinued, any proposed new use should be compatible with the adjacent neighborhood.

One of the applicant's main objectives for the proposed project is to repurpose an underutilized Pacifica School District property as workforce housing to help reduce the cost of housing for School District employees. The School District would make residential units available for rent to employees. The residential nature of the proposed use, building design, and maximum heights are compatible with the adjacent neighborhood.

Low Density Residential (LDR). The Low Density Residential designation provides for development of three to nine dwelling units per gross acre. Single-family residential is the primary use intended for LDR areas. Residential care facilities, schools, and community uses are permitted. Clusters of small-lot development as well as standard subdivisions may be allowed.

The proposed residential density (70 units over 7.47 acres) is approximately nine dwelling units per acre, which is consistent with the density established for the LDR land use designation, which allows for three to nine units per acre.

2. General Plan Policies

Economic Sustainability Element, Policy ES-G-3. *Promote a Positive Image. Promote a positive image of Pacifica as a desirable place to work, live and visit.*

Open Space and Community Facilities Element, Policy OC-G-11. *Ensure that public facilities are adequate to meet needs, and plan for opportunities that help to meet goals of school districts and the City.*

Open Space and Community Facilities Element, Policy OC-I-55. *School Site Reuse and Redevelopment. Identify appropriate future land uses for unused school sites that are compatible with existing neighborhoods.*

Housing Element, Policy 4.D.i. *Prioritize in-fill residential development.*

Housing Element, Policy 8.A. page 114. *Provide housing opportunities for all income groups.*

Housing Element, Policy 8.A. page 114. *Provide a choice of housing types and densities.*

The proposed project supports the General Plan policies listed above while also furthering the Pacifica School District's objectives to attract school employees by reducing the cost of housing and taking advantage of a property no longer needed as a school site. The project would provide 70 residential units which contribute toward meeting the City's Regional Housing Needs Allocation across a variety of income levels, including 11 below market rate (BMR) units.

7. *The project is consistent with the City's adopted Design Guidelines.*

As conditioned, the proposed improvements at the site are consistent with the City's adopted Design Guidelines. Major areas of project consistency with the Design Guidelines are discussed below:

SITE PLANNING

- a. Site Improvements. *Locate site improvements such as buildings, parking areas, and walkways to take advantage of desirable site features. For example, existing healthy trees and distinctive berms or rock outcroppings should be incorporated into site design. Buildings should be oriented to capitalize on views of hills and ocean.*

Site improvements should be designed to work with site features, not against them. Lot grading should be minimized and disruption of natural features such as trees, ground forms, rocks, and water courses should be avoided.

The parcel is oriented in a west to east direction adjacent to Oddstad Boulevard with the property frontage facing the west. The City's General Plan identifies the land use designation of the site as Low Density Residential (LDR), which allows three to nine dwelling units per acre.

The project site is 12.46 acres and would be developed as three lots: Lot 1, Lot 2, and Lot 3. There is no plan to divide the parcel. Lot 1, consisting of 4.99 acres, would be developed as playing fields and a parking lot which would include basketball hoops and striping for parking spaces. Lot 2 (4.69 acres) and Lot 3 (2.78 acres) total 7.47 acres and would include a total of 70 units at a density of approximately 9 units per acre, consistent with the LDR land use designation.

The project proposes to construct five residential buildings, a property management office, residents commons, and public restroom / changing room on Lot 2 and three residential buildings on Lot 3. The project also includes four accessory structures, two each for trash collection and bike storage.

There are 27 trees within the Project Area, 20 of which would be maintained. The existing trees are predominantly Monterey Cypress, but also include Monterey Pine and Peruvian Pepper. The project proposes at least 96 trees, including seven replacement trees. Twenty percent of Lot 2 and Lot 3 would be landscaped and would also include two courtyards.

To the east of the project site is the Park Pacifica Hillside, which also includes the Frontierland Park owned and operated by the City of Pacifica.

- b. *Lighting. Exterior lighting should be subdued, and should enhance building design as well as provide for safety and security. Lighting which creates glare for occupants or neighbors should not be used. In general, large areas should be illuminated with a few low shielded fixtures. Tall fixtures which illuminate large areas should be avoided.*

The proposed lighting fixtures are downlights, as shown on Sheet L1.5-L1.6 of the Project Plans. The project includes site and building lighting including 10 to 12 foot pole lights, three-foot bollard lights, indirect lighting to identify wayfinding and project identification signage, integrated under canopy lighting at proposed carports, and wall scones at the proposed buildings.

- c. *Parking. The visual impact of parking areas should be minimized when appropriate to the site by locating parking areas to the rear or side of the property, rather than along street frontages. Ample landscaping should be used to help screen parking areas from both exterior and interior views.*

Many of the covered spaces would be provided through garages designed as craftsman and are integrated with the residential buildings. Other covered parking is provided by carports with corrugated metal roofing that will be under a structure that is capable of supporting solar panels. The parking areas are located within the Project Area and the majority of

parking areas would not be wholly visible from the street. Additionally, the project will add new trees to provide visual breaks and screen parking areas.

BUILDING DESIGN

- d. Design. *The style and design of new buildings should be in character with that of the surrounding neighborhood. This does not mean that new buildings should be identical to existing buildings on neighboring lots, but that new buildings should complement, enhance, and reinforce the positive characteristics of surrounding development. This can be accomplished by incorporating the dominant architectural features of an area into the design of new development. Such features may include bay windows, chimneys, balconies, porches, roof shapes, and other architectural details and materials.*

The project building design is styled after the surrounding single-family residences to the north, northeast, west, and south. Like the single-family residences, the project design utilizes gabled roofs, wood framing, support columns, exposed rafters and covered porches which are characteristic of craftsman styles and achieves consistency with the neighborhood.

- e. Scale. *An important aspect of design compatibility is scale. Scale is the measure of the relationship of the relative overall size of one structure with one or more other structures. Scale is also used to refer to a group of buildings, a neighborhood, or an entire city. A development can be “out of scale” with its surroundings due to its relative height, bulk, mass, or density.*

A structure which is out of scale with its site and neighborhood threatens the integrity of the overall streetscape, and residential projects, particularly single-family dwellings, which are much larger than neighboring structures are therefore discouraged. The City’s height limitation is a maximum only, and the maximum height may often be inappropriate when considered in the context of surrounding development and topography. The “carrying capacity” of a given site is also an important factor in determining appropriate scale and lot coverage. As with the height limitation, the City’s lot coverage limitation is a maximum only.

The proposed development is in a neighborhood that includes two-story single-family residential structures. None of the proposed buildings exceed two stories, and all are under the 30’-0” height maximum. Additionally, the majority of the buildings are oriented so that the narrowest side faces Oddstad Boulevard which assists in reducing the visual scale of the buildings. In instances where the widest face of the building faces Oddstad Boulevard, trees are proposed to be planted to provide a visual break in building mass.

- Details. *Use architectural features and details to help create a sense of human scale. Wall insets, balconies, window projections, etc., are examples of building elements which may help reduce the scale of larger buildings.*

The proposed building includes several architectural features and details that further help create a sense of human scale. These features and details include a distinct base,

balconies, and various sized windows to break up the massing, and different colors, materials, and textures providing articulation.

- *Materials. Compatibility of materials is an essential ingredient in design quality. In areas with either historic or architecturally significant structures, the use of similar exterior construction materials should be used in new construction in order to maintain neighborhood character. Consistency and congruity of materials and design elements on individual structures is also important.*

The proposed material palette draws upon the surrounding neighborhood and includes asphalt shingle roofs, horizontal lap siding, fiber cement trim, wood trellises, divided-lite vinyl windows and wall sconces.

- *Color. Building color should be compatible with the neighborhood and should reinforce and complement the visual character of the building's environment. Multiple colors applied to a single building should relate to changes of material or form.*

As shown on Sheets A4.0 of the Project Plans, the proposed color palette consists of three blue colors, white, and shades of grey and brown. For the multi-family residential buildings, colors, roof orientation, and material textures are utilized to differentiate units to give the appearance that the units are individual buildings and not connected.

- *Privacy. Consideration should be given to the impact of development on the privacy of surrounding properties. Use judicious windows placement and appropriate landscaping to help minimize the potential for loss of privacy.*

The minimum approximate setback from Oddstad Boulevard is 70'-5" providing space between the proposed development and existing properties. Additionally, the project maintains many of the existing mature trees along its frontage on Oddstad Boulevard and would plant an additional 96 trees, including seven replacement trees, along the perimeter of the property and between buildings.

- *Consistency. There should be architectural consistency among all building elevations. All elevations need not be identical, but a sense of overall design continuity must occur. Window treatment and trim, for example, should be carried out around the entire building, not just on the most visible sides.*

The proposed buildings do not exceed two stories. The seven residential buildings are all two stories, and the property management office, residents commons, and public restroom / changing rooms are one story. The number of openings and size of windows on the different façades of the buildings vary, but are consistent across the buildings. Additionally, the applicant has carried the same materials, trim, architectural detailing, and similar shapes of window openings on all sides of the proposed buildings.

LANDSCAPING

- Purpose. *Landscaping should not be used to screen or hide an otherwise unacceptable building. Building architecture should stand on its own, with landscaping incorporated as an integral element of overall project design.*

The landscaping and plant selection complements the architecture and material colors and provides visual spacing between buildings. The project also provides two landscaped courtyards as tenant amenities and is an integral part of the site design.

- Amount and variety. *Applicants are encouraged to exceed the minimum amount of landscaping required by the zoning ordinance and landscaping plans should incorporate a variety of plant species. The amount, scale, and nature of landscape materials should be appropriate to the site and/or structure. Large-scale buildings should be complemented by large-scale landscaping. Development along major streets should also include large scale trees.*

The project proposes approximately 66,574 square feet of landscaped area which amounts to 20 percent of the Project Area. The proposed planting palette includes 46 different perennial, shrub, grass, groundcover, tree and vine species, including, but not limited to native species and drought tolerant species such as manzanitas, blue-eyed grass, yarrow, Mexican sage, and Australian fuchsia. As noted previously, the project would maintain many of the mature Monterrey Cypresses along Oddstad Boulevard which range in height and circumference.

8. *The project is consistent with the City's General Plan and, if applicable, Local Coastal Plan.*

Based on the preceding discussion including but not limited to the analysis contained above for the Rezoning, the proposed Development Plan would be consistent with the General Plan. General Plan consistency would include, but not be limited to, making a discontinued school compatible with the surrounding neighborhood.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Pacifica does hereby recommend City Council approval of an Ordinance approving Development Agreement DA-3-20, in the form attached hereto as Exhibit D with non-substantive revisions as may be agreed upon by the Applicant and City staff, and with an insertion to clarify the mutual agreement between City and Applicant that the 11 below-market rate (BMR) housing units required by the City's Below Market Rate (Inclusionary) Program (PMC Title 9, Chapter 4, Article 47) shall be constructed in Phase 1 of the Project, based on the following factors provided in PMC section 9-4.5007:

1. *Other pending applications and approved projects.*

The project site is located at 930 Oddstad Boulevard. There are no other pending applications or projects recently approved in the immediate vicinity.

2. *The traffic, parking, public service, visual, and other impacts of the proposed development project upon abutting properties and the community.*

As analyzed in the discussion of the proposed Rezoning application, the project site consists of an in-fill development with direct access to a public street and utilities within Oddstad Boulevard. The proposed development would not result in any adverse impacts to public health, safety, or welfare as conditioned. In particular, the project is consistent with the Low Density Residential land use designation in the General Plan, providing 70 residential units on 7.5 acres, which is approximately nine dwelling units per gross acre. Building mass would be broken up into seven residential buildings and three buildings with accessory uses, as opposed to a single building as would be required under current General Plan and zoning standards.

The Transportation Analysis evaluated intersections along Oddstad Boulevard and estimated that there would be no noticeable change in the level of service or traffic conditions due to the project, which is consistent with the General Plan's Circulation Element Policy CI-I-18 which indicates the city should strive to maintain a certain threshold. The project would not exceed the threshold. Additionally, the project is anticipated to result in two additional trips per minute during peak hours which is not expected to be noticeable to the surrounding community.

3. *Ability of the applicant to address public facility needs and financing obligations.*

The project is seeking approval of a development agreement to establish certain developer benefits and public benefits (Attachment G). These include, but are not limited to, developer benefits including vested rights to proceed with development under the City's current land use regulations for the term of the development agreement (typically, vesting occurs only after issuance of a building permit and commencement of construction), and term of up to 25 years.

Public benefits include, but are not limited to, public use of the 4.9 acre fields located at 930 Oddstad for at least a 20 year term, field improvements (drainage improvements, parking lot sealing and striping, basketball hoop installation), a public building with restrooms and changing rooms, ongoing maintenance of the fields and facilities by the School District for at least a 20-year term, and a potential 1.4 acre dedication of a portion of the 4.9 acre field site after 20 years. These public improvements and community benefits would increase park and recreation availability and the School District's agreement to operate and provide maintenance of the fields and amenities enhances City operations while minimizing Costs to the . Maintenance of the fields, in 2022 dollars, is anticipated to be \$234,704 annually and would be a community benefit. However, the costs that are incurred by the school district for drainage improvements, striping, construction of the public restroom, and basketball hoops, would be credited to the School District for its obligation to pay \$961,984 for the Parkland Improvement Fee.

4. *The relationship of the project to the City's growth management program.*

Pursuant to Government Code section 66300(b)(1)(D), the City is currently unable to require issuance of a growth management allocation for housing projects as required by PMC section 9-5.03 through January 1, 2025. Therefore, consideration of this factor for approval of a development agreement is inappropriate at this time.

5. *The provisions included, if any, for reservation, dedication, or improvement of land for public purposes or accessibility to the public.*

As noted above, the proposed public benefits in the development agreement would include improvements to the playing fields at Oddstad Boulevard. These improvements would include construction of additional off-street parking facilities, striping, and drainage improvements. These improvements and the availability of the playing fields would park and recreation opportunities to the public.

6. *The type and magnitude of the project's economic effects to the City of Pacifica, and of its contribution, if any, toward meeting the City's housing needs, including affordable housing.*

The project provides a total of 70 residential units across various income levels including below market rate at low- and moderate- income levels, subsidized housing for School District employees, and market rate housing. The project seeks to support the School District in their goals of attracting and retaining quality employees, which benefits Pacifica residents.

As stated before, playing fields would be accessible to the Pacifica community and would be operated and maintained by the School District at no cost to the City for a minimum of 20 years. The savings of not having to perform operations or maintenance on the fields results in an annual savings of \$243,704 in 2022 dollars.

The project, if approved with 19 residential units, would be among the largest residential projects approved by the City of Pacifica in recent years. Extrapolated over the 20 year term of this provision, this amounts to a total of \$4,874,080 in savings.

7. *Any other comparable, relevant factor or factors.*

As discussed in the staff report analyzing the development permits for the project, it would result in an appropriate development of the site given its in-fill nature and access to existing City infrastructure. The project would be compatible with existing residential uses, and Pacifica residents will be able to utilize the project's playing fields. Given the project location's proximity to Frontierland Park, the addition of playing fields to the City's parkland inventory helps to make the area a local destination for recreation. The project, in whole, inclusive of the provisions of the proposed development agreement, would be positive for the City of Pacifica and would not adversely affect public health, safety, or welfare.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Pacifica does hereby make the following finding required by PMC 10-1.407(c) and approves Vesting Tentative Parcel Map SUB-248-20:

1. *That the proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, any Specific Plan, the Local Coastal Program, and the zoning provisions.*

The discussion of General Plan consistency and zoning provisions compliance contained in the discussion for recommendation of a Rezoning, above, are hereby incorporated by reference. As discussed above, the Project is consistent with the following General Plan policies: Promote a Positive Image (ES-G-3),

Appropriate Site Design (ES-I-36), Concentrated Development (LU-G-2), Future Residential Development (LU-G-3), Private Parking (CI-G-20), Development of City Parks (OC-G-1), School Playfields (OC-G-4), Park Land Dedication or In-Lieu Fees (OC-I-1), Optimize Public Facilities (OC-G-11), School Site Reuse and Redevelopment (OC-I-55), Prioritize in-fill residential development (Housing Element #4.D.i), Provide housing opportunities for all income groups (Housing Element 8.A. page 114), and Provide a choice of housing types and densities (Housing Element 8.A. page 114); the Below Market Rate inclusionary zoning requirements in PMC Title 9, Chapter 4, Article 47; and, P-D (Planned Development) / R-3 (Multi-Family Residential) Zoning Standards in PMC Title 9, Chapter 4, Article 6.

Because the project is a for-rent multi-family development, the subdivision standards in PMC Title 10, Chapter 1 that are designed for subdivisions of land are not applicable to the proposed project. However, the proposed subdivision would meet the lot design standards required by Table 4 of PMC section 10-1.912(c); and, PMC section 10-1.909 related to the preservation of existing vegetation by preserving the southern half of the project site. The proposed subdivision would also comply with the specific requirements applicable to a vesting tentative map in PMC section 10-1.706. These include, but are not limited to a conspicuous printing on its face the words “vesting tentative map”; and, a concurrent application for all other required discretionary project approvals which include Rezoning, a Development Plan, a Specific Plan and Heritage Tree Removal Authorization.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Pacifica does hereby recommend that the City Council vacate all public rights-of-way and public easements underlying the Project site in its current condition as indicated in Vesting Tentative Parcel Map SUB-248-20, reserving only those new easements offered for dedication in same, and finds that such vacations would be consistent with the General Plan.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Pacifica does hereby make the following findings required by PMC 9-4.2209 and approves Specific Plan SP-173-20:

1. *That the specific plan is consistent with the approved development plan.*

The project applicant has submitted an application for a Specific Plan concurrent with the Development Plan for a 70 unit multi-family residential building. The Specific Plan, showing circulation, open space, public buildings, land uses, topography, landscaping, irrigation, parking, buildings, and utilities is substantially consistent with the Development Plan under review by the Planning Commission.

2. *That the use or building applied for is consistent with the City’s adopted Design Guidelines.*

As previously discussed under the findings for approval of the Development Plan, there is sufficient evidence to make this finding.

The City has adopted Design Guidelines which are intended to accomplish the following purposes:

- Ensure at least a minimum standard of design through the application of consistent policies.
- Encourage new construction which exceeds minimum standards and discourage construction which falls short of those standards.

- Provide a framework for review and evaluation of design proposals.
- Implement applicable General Plan and Local Coastal Plan goals and policies.
- Expedite and facilitate the planning permit process.
- Provide direction for design and redesign of projects.

The Design Guidelines are advisory in nature and, unlike zoning, do not contain explicit standards for determining strict compliance. Rather, they address significant elements of project design that, when balanced overall, result in the best possible site layout and building architecture for a project. An applicant may propose a project which complies with some of, but not all guidelines, and the Planning Commission may still find the project consistent with the Design Guidelines. It is up to the Commission's discretion to determine the appropriate balance and relative priority of the guidelines for a particular project when considering whether a project has achieved Design Guidelines consistency.

The proposed improvements at the site are consistent with the City's adopted Design Guidelines. Major areas of project consistency with the Design Guidelines are set forth below:

SITE PLANNING

- a. Site Improvements. *Locate site improvements such as buildings, parking areas, and walkways to take advantage of desirable site features. For example, existing healthy trees and distinctive berms or rock outcroppings should be incorporated into site design. Buildings should be oriented to capitalize on views of hills and ocean.*

Site improvements should be designed to work with site features, not against them. Lot grading should be minimized and disruption of natural features such as trees, ground forms, rocks, and water courses should be avoided.

The site is approximately 1225'-4" wide and 638'-10" long at its maximum depth. The parcel is oriented in a west to east direction adjacent to Oddstad Boulevard. The City's General Plan identifies the land use designation of the site as Low Density Residential (LDR), which allows three to nine dwelling units per acre.

The project site is 12.4 acres and will be developed as three lots: Lot 1, Lot 2, and Lot 3. There is no plan to divide the parcel. Lot 1, consisting of 4.9 acres, would be developed as playing fields and a parking lot which would include basketball hoops and striping. Lot 2 (4.7 acres) and Lot 3 (2.8 acres) total 7.5 acres (Project Area) and would include 70 units at an approximate proportion of 9 units per acre, consistent with the LDR land use designation.

The proposed project concentrates development on Lots 2 and 3 with ten occupiable buildings, including seven residential buildings, a property management office, residents' commons, and public restroom / changing room. The project also includes four accessory structures, two each for trash collection and bike storage.

There are 27 seven trees within the Project Area, 20 of which would be maintained. The existing trees are predominantly Monterey Cypress but also include Monterey Pine and Peruvian Pepper trees. The project proposes at least 96 trees, including seven replacement trees. Twenty percent of Lot 2 and Lot 3 would be landscaped and would also include two courtyards.

To the east of the project site is the Park Pacifica Hillside, which also includes the Frontierland Park owned and operated by the City of Pacifica.

- b. *Lighting. Exterior lighting should be subdued, and should enhance building design as well as provide for safety and security. Lighting which creates glare for occupants or neighbors should not be used. In general, large areas should be illuminated with a few low shielded fixtures. Tall fixtures which illuminate large areas should be avoided.*

The lighting fixtures proposed downlights, as shown on Sheet L1.5-L1.6 of the Project Plans. The project includes site and building lighting including 10 to 12 foot pole lights, three-foot bollard lights, flood lights directed toward proposed wayfinding and project identification signage, integrated under canopy lighting at proposed carports, and wall scones at the proposed buildings.

- c. *Parking. The visual impact of parking areas should be minimized when appropriate to the site by locating parking areas to the rear or side of the property, rather than along street frontages. Ample landscaping should be used to help screen parking areas from both exterior and interior views.*

The project would provide on-site parking for the townhouse units in grade level garages and additional covered and uncovered parking for townhouses and flats. The parking areas are located within the Project Area and the majority of parking areas would not be wholly visible from the street. Additionally, the project will add new trees to provide visual breaks and screen parking areas.

BUILDING DESIGN

- d. *Design. The style and design of new buildings should be in character with that of the surrounding neighborhood. This does not mean that new buildings should be identical to existing buildings on neighboring lots, but that new buildings should complement, enhance, and reinforce the positive characteristics of surrounding development. This can be accomplished by incorporating the dominant architectural features of an area into the design of new development. Such features may include bay windows, chimneys, balconies, porches, roof shapes, and other architectural details and materials.*

The project building design is styled after the surrounding single-family residences to the north, northeast, west, and south. Like the single-family residences, the project design utilizes gabled roofs, wood framing, support columns, exposed rafters and covered porches which are characteristic of craftsman styles and achieves consistency with the neighborhood.

- e. *Scale. An important aspect of design compatibility is scale. Scale is the measure of the relationship of the relative overall size of one structure with one or more other structures. Scale is also used to refer to a group of buildings, a neighborhood, or an entire city. A development can be "out of scale" with its surroundings due to its relative height, bulk, mass, or density.*

A structure which is out of scale with its site and neighborhood threatens the integrity of the overall streetscape, and residential projects, particularly single-family dwellings, which are much larger than neighboring structures are therefore discouraged. The City's height limitation is a maximum only, and the maximum height may often be inappropriate when considered in the context of surrounding development and topography. The "carrying capacity" of a given site is also an important factor in determining appropriate scale and lot coverage. As with the height limitation, the City's lot coverage limitation is a maximum only.

The proposed development is in a neighborhood that includes two-story single-family residence structures. None of the proposed buildings exceed two stories, and are all under the 30'-0" height maximum. Additionally, the majority of the buildings are oriented so that the most narrow side faces Oddstad Boulevard which assists in reducing the visual scale of the buildings. In instances where the widest face of the building faces Oddstad Boulevard, trees are proposed to be planted to provide a visual break in building mass.

- *Details. Use architectural features and details to help create a sense of human scale. Wall insets, balconies, window projections, etc., are examples of building elements which may help reduce the scale of larger buildings.*

The proposed building includes several architectural features and details that further help create a sense of human scale. These features and details include a distinct base, balconies, and various sized windows to break up the massing, and different colors, materials, and textures providing articulation.

- *Materials. Compatibility of materials is an essential ingredient in design quality. In areas with either historic or architecturally significant structures, the use of similar exterior construction materials should be used in new construction in order to maintain neighborhood character. Consistency and congruity of materials and design elements on individual structures is also important.*

The proposed material palette draws upon the surrounding neighborhood and includes asphalt shingle roofs, horizontal lap siding, fiber cement trim, wood trellises, lite vinyl windows and wall sconces.

- *Color. Building color should be compatible with the neighborhood and should reinforce and complement the visual character of the building's environment. Multiple colors applied to a single building should relate to changes of material or form.*

As shown on Sheets A4.0 of the Project Plans, the proposed color palette consists of three blue, white, and shades of grey and brown. For the multi-family residential buildings, colors, roof orientation, and material textures are utilized to differentiate units to give the appearance that the units are individual buildings and not connected.

- *Privacy. Consideration should be given to the impact of development on the privacy of surrounding properties. Use judicious windows placement and appropriate landscaping to help minimize the potential for loss of privacy.*

The minimum approximate setback from Oddstad Boulevard is 70'-5" providing space between the proposed development and existing properties. Additionally, the project maintains many of the existing mature trees along its frontage on Oddstad Boulevard and would plant an additional 96 trees, including seven replacement trees, along the perimeter of the property and between buildings.

- *Consistency. There should be architectural consistency among all building elevations. All elevations need not be identical, but a sense of overall design continuity must occur. Window treatment and trim, for example, should be carried out around the entire building, not just on the most visible sides.*

The proposed buildings do not exceed two stories. The seven residential buildings are all two stories, and the property management office, residents' commons, and public restroom / changing rooms are one story. The number of openings and size of windows on the different façades of the buildings vary but are consistent across the buildings. Additionally, the applicant has carried the same materials, trim, architectural detailing, and similar shapes of window openings on all sides of the proposed buildings.

LANDSCAPING

- *Purpose. Landscaping should not be used to screen or hide an otherwise unacceptable building. Building architecture should stand on its own, with landscaping incorporated as an integral element of overall project design.*

The landscaping and plant selection complements the architecture and material colors and provides visual spacing between buildings. The project also provides two landscaped courtyards as tenant amenities and is an integral part of the site design.

- *Amount and variety. Applicants are encouraged to exceed the minimum amount of landscaping required by the zoning ordinance and landscaping plans should incorporate a variety of plant species. The amount, scale, and nature of landscape materials should be appropriate to the site and/or structure. Large-scale buildings should be complemented by large-scale landscaping. Development along major streets should also include large scale trees.*

The project proposes approximately 66,574 square feet of landscaped area which amounts to 20 percent of the Project Area. The proposed planting palette includes 46 different perennial, shrub, grass, groundcover, tree and vine species, including, but not limited to native species and drought tolerant species including manzanitas, blue-eyed grass, yarrow, Mexican sage, and Australian fuchsia. As noted previously, the project would maintain many of the mature Monterrey Cypress along Oddstad Boulevard which range in height and circumference.

Based on the foregoing, the project would not be inconsistent with the City’s adopted Design Guidelines.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Pacifica hereby authorizes removal of three heritage trees based on the following criteria as required by PMC Section 4- 12.05(c):

1. *The condition of the tree with respect to disease, general health, damage, public nuisance, danger of falling, proximity to existing or proposed structures, interference with utility services, and its ability to host a plant which is parasitic to another tree which is in danger of being infested by the parasite;*
2. *Whether the requested action is necessary for the economically viable use of the property;*
3. *The topography of the land and effect of the requested action on it;*
4. *The number, species, size, and location of existing trees in the area and the effect of the requested action upon shade, noise buffers, protection from wind damage, air pollution, historic value, scenic beauty and upon the health, safety, historic value, and general welfare of the area and the City as a whole; and*
5. *The number of healthy trees the parcel is able to support.*

The applicant has submitted an arborist report that assess the condition of all trees in the project vicinity including four heritage Monterey pine trees on the project site. The arborist report determined one of the Monterey pine trees (Tree #24) to be in fair to poor condition which is expected to decline regardless of construction activities and recommended removal of the tree.

Therefore, the proposed heritage tree removal is justified based on the criteria in PMC section 4-12.05(c).

BE IT FURTHER RESOLVED that the approvals of Specific Plan-173-20, Vesting Tentative Subdivision Map SUB-248-20, and Heritage Tree Removal Authorization (“Development Permits”), are subject to conditions of approval included as Exhibit C to this resolution and the mitigation measures set forth in Exhibit B to this resolution. As set forth in the conditions, the Development Permits shall have no force or effect until, and their terms of approval shall begin on, latest effective date of any ordinance(s) to approve Rezoning RZ-205-20, Development Plan DP 81-20, or Development Agreement DA-3-20 (collectively the “Legislative Approvals”).

* * * * *

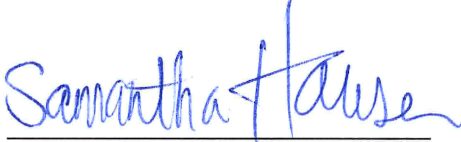
PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Pacifica, California, held on the 20th day of March 2023.

AYES, Commissioners: DEVINE, FERGUSON, GODWIN, HAUSER, LEAL, WRIGHT

NOES, Commissioners: None

ABSENT, Commissioners: ~~None~~ ^{CWM} BERMAN

ABSTAIN, Commissioners: None



Samantha Hauser, Vice Chair

ATTEST:



Christian Murdock, Planning Director

APPROVED AS TO FORM:



Michelle Kenyon, City Attorney

EXHIBIT A

Findings of Fact and Statement of Overriding Considerations

PACIFICA SCHOOL DISTRICT
WORKFORCE HOUSING PROJECT
FINDINGS OF FACT AND
STATEMENT OF OVERRIDING CONSIDERATIONS

SCH NUMBER: 2021100457

MARCH 2023

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1.0 INTRODUCTION

CEQA requires the Pacifica City Council to balance the benefits of the Pacifica School District Workforce Housing Project (project) against its significant and unavoidable environmental effects in determining whether to approve the project. Since the Environmental Impact Report (EIR) identifies significant impacts of the project that cannot feasibly be mitigated to below a level of significance, the City must state in writing its specific reasons for approving the project in a “statement of overriding considerations” pursuant to Sections 15043 and 15093 of the California Environmental Quality Act (CEQA) Guidelines. This Statement of Overriding Considerations sets forth the specific reasons supporting the City’s action in approving the project, based on the Final Environmental Impact Report (Final EIR or FEIR, which incorporates the Draft EIR or DEIR by reference) and other information in the administrative record.

In making the statement of overriding considerations, CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered ‘acceptable’. (CEQA Guidelines, Section 15093, subd. (a).)

The following sections provide findings and statements of facts supporting the findings, describe the general project benefits considered by decision makers in determining to adopt the proposed project despite its potentially significant adverse environmental effects, and provide conclusions.

1.1 ROLE OF CEQA FINDINGS

The following findings are hereby adopted by the City Council of Pacifica pursuant to the requirements of the California Environmental Quality Act, California Public Resources Code Section 21000 et seq. (CEQA), and the Guidelines for California Environmental Quality Act, Title 14, California Code of Regulations Section 15000 et seq. (CEQA Guidelines).

These Findings and Facts in Support of Findings relate to the approval of the Pacifica School District Workforce Housing project for which the City Council of Pacifica is the Lead Agency.

The Findings state the City Council's conclusions regarding the significance of the potential environmental impacts of the project after all feasible mitigation measures have been adopted. These findings have been prepared to comply with the requirements of CEQA and the CEQA Guidelines and are based on information in the Draft and Final EIR for the project and on all other relevant information contained in the administrative record.

CEQA requires agencies to identify mitigation measures that would avoid or substantially lessen a project's significant impacts or potentially significant impacts if such measures are feasible. The mitigating measures identified in the Final EIR mitigate the potentially significant impacts of the project, to the extent feasible, as described in the Final EIR. All mitigation measures identified in the Final EIR (as listed in Table 1-1 of the Draft EIR) that are within the City Council's authority to impose are hereby adopted by the Council.

Public Resources Code Section 21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]" The same statute states that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects." Section 21002 further provides that "in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof." (Pub. Resources Code, Section 21002.)

The mandate and principles set forth in Public Resources Code Section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which EIRs are required. (See Pub. Resources Code, Section 21081, subd. (a); CEQA Guidelines, Section 15091, subd. (a).)

2.0 FINDINGS UNDER CEQA

The EIR examined the environmental impacts of the project in the areas of Aesthetics; Air Quality; Biological Resources; Cultural and Tribal Cultural Resources; Geology and Soils; Greenhouse Gas Emissions; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use and Planning; Noise; Population and Housing; Public Services; Transportation and Traffic; Utilities and Service Systems; Wildfire; Significant Irreversible Environmental Changes; Growth-Inducing Impacts; and Cumulative Impacts.

2.1 IMPACTS DETERMINED NOT TO BE SIGNIFICANT

State CEQA Guidelines Section 15128 requires that an EIR contain a brief statement disclosing the reasons why various possible significant effects of a project were found not to be significant, and therefore would not be discussed in detail in the EIR. Chapter 4, Environmental Evaluation, of the DEIR identified the following issue areas that would not be impacted by the proposed project, and thus, does not include a detailed discussion of:

- Agricultural and Forestry Resources
- Energy
- Mineral Resources
- Recreation

2.2 IMPACTS DETERMINED TO BE LESS THAN SIGNIFICANT

Under Public Resources Code section 21081(a)(1) and CEQA Guidelines sections 15091(a)(1) and 15092(b), the City determines that the following potential impacts would not occur as a result of the project or would be less than significant, as identified in the EIR:

2.2.1 AESTHETICS:

Impact AES-1: Implementation of the proposed project would not have a substantial adverse effect on a scenic vista.

Impact AES-2: Implementation of the proposed project would not substantially damage scenic resources, including, trees, rock outcroppings, and historic buildings within a state scenic highway.

Impact AES-4: The project would not create a new source of substantial light or glare which would adversely affect day or nighttime.

2.2.2 AIR QUALITY:

Impact AQ-1: Implementation of the proposed Pacifica School District Workforce Housing project would not conflict with or obstruct implementation of an applicable air quality plan.

Impact AQ-4: Implementation of the proposed project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people.

2.2.3 BIOLOGICAL RESOURCES:

Impact BIO-2 (no impact): The project would not result in a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans,

policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service.

Impact BIO-4: The project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites.

Impact BIO-6 (no impact): The project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

2.2.4 CULTURAL AND TRIBAL CULTURAL RESOURCES

Impact C/TCUL-1: Implementation of the proposed project would not cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5.

2.2.5 GEOLOGY AND SOILS

Impact GEO-5 (no impact): The proposed project will not be located on soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water.

2.2.6 GREENHOUSE GAS EMISSIONS

Impact GHG-2: Implementation of the proposed project would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

2.2.7 HAZARDS AND HAZARDOUS MATERIALS

Impact HAZ-1: The proposed project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.

Impact HAZ-3: The proposed project would not emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

Impact HAZ-4 (no impact): The proposed project would not be located on a site included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

Impact HAZ-5: The proposed project would be located within an airport land use plan, but would not result in a safety hazard or excessive noise for people residing or working in the

project area.

Impact HAZ-6: The proposed project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.

2.2.8 HYDROLOGY AND WATER QUALITY

Impact HYDRO-1: Implementation of the proposed project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality.

Impact HYDRO-2: Implementation of the project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project would impede sustainable groundwater management of the basin.

Impact HYDRO-3: Implementation of the proposed would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would i) result in substantial erosion or siltation on- or off-site; ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or iv) impede or redirect flood flows.

Impact HYDRO-4: Implementation of the proposed project would not result in the risk of release of pollutants due to project inundation as a result of being located in a flood hazard, tsunami, or seiche zone.

Impact HYDRO-5: Implementation of the proposed project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.

2.2.9 LAND USE AND PLANNING

Impact LUP-1: The project would not physically divide an established community.

Impact LUP-2: The project would not conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental impact.

2.2.10 NOISE

Impact NOI-2: The proposed project would not result in generation of excessive

groundborne vibration or groundborne noise levels.

Impact NOI-3 (no impact): The proposed project, would not expose people residing or working in the project area to excessive noise levels as a result of being located in an airport land use plan.

2.2.11 POPULATION AND HOUSING

Impact POP-1: The project would not induce direct substantial population growth in the area as a result of construction of the proposed units, nor would the project result in indirect population growth in the area as a result of expansion of public facilities, such as roads or other infrastructure.

Impact POP-2: The project would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere.

2.2.12 PUBLIC SERVICES

Impact PS-1: The project would not require expansion or construction of new governmental facilities which could result in substantial adverse physical impacts as a result of increased demand for fire protection, police protection, schools, parks, or other public facilities.

2.2.13 TRANSPORTATION AND TRAFFIC

Impact TRA-1: The project will not conflict with a program, plan, ordinance, or policy addressing the circulation system including transit, roadway, bicycle, and pedestrian facilities.

Impact TRA-4: Implementation of the project will not result in inadequate emergency access.

2.2.14 UTILITIES AND SERVICE SYSTEMS

Impact UTIL-1: Implementation of the proposed project would not require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects.

Impact UTIL-2: Implementation of project would have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years.

Impact UTIL-3: Implementation of the project would not result in a determination by the wastewater treatment provider which serves or may serve the project that it does not have

adequate capacity to serve the project's projected demand in addition to the provider's existing commitments.

Impact UTIL-4: Implementation of the project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals.

Impact UTIL-5: Implementation of the project would comply with federal, state, and local management and reduction statutes and regulations related to solid waste.

2.2.15 WILDFIRE

Impact FIRE-1: The project would not substantially impair an adopted emergency response plan or emergency evacuation plan.

Impact FIRE-2: The project would not exacerbate wildfire risks due to slope, prevailing winds, and other factors, and thereby would not expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire.

Impact FIRE-3: The project would not require installation or maintenance of infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment.

Impact FIRE-4: The project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.

2.3 IMPACTS DETERMINED TO BE LESS THAN SIGNIFICANT WITH MITIGATION

Under Public Resources Code section 21081(a)(1) and CEQA Guidelines sections 15091 (a)(1) and 15092(b), and to the extent reflected in the EIR, the City finds that changes or alterations have been required in, or incorporated into, the project that mitigate to a less than significant level or avoid the following potentially significant effects on the environment:

2.3.1 AESTHETICS

Impact AES-3: Implementation of the proposed project could substantially degrade the existing visual character or quality of public views of the site and its surroundings and could result in a conflict with applicable zoning and other regulations governing scenic quality in urbanized areas (potentially significant impact).

Mitigation Measure(s)

AES-1: All applicable Tree Protection Recommendations set forth in the Arborist Report prepared by Traverso Tree Service on March 18, 2020, for the subject property, including, but not limited to recommendations related to protection of Monterey pines (trees 25-27) and Monterey cypress (trees 1-12, 16-20) during the pre-construction, demolition, foundation, grading, construction, and landscaping phases of the project shall be implemented, except that the tree replacement ratio for removal of heritage and protected trees shall be 2:1. Final grading plans, construction plans, and building plans shall demonstrate that recommendations set forth in the Arborist Report have been incorporated into the final design of the project. Plans shall also demonstrate compliance with the planting size, species, and ratio recommendations set forth in the Tree Replacement Recommendation Memorandum prepared by Traverso Tree Services on June 17, 2020. Protection measures and replacement trees shall be subject to review and approval by the City of Pacifica Planning Department, Planning Commission, and City Council, as applicable.

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

Implementation of the project will result in removal of seven mature heritage and non-heritage trees that contribute to the existing visual character of the site and its surroundings. However, measure AES-1 requires planting of replacement trees at a 2:1 ratio, as well as protection of trees to be retained onsite which reduces the project's potential impacts to less than significant.

2.3.2 AIR QUALITY

Impact AQ-2: Implementation of the proposed project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (potentially significant impact).

Mitigation Measure(s)

AQ-1: Latest BAAQMD recommended Best Management Practices (BMPs) to control for fugitive dust and exhaust during all construction activities shall be incorporated into all demolition and construction plans to require implementation of the following:

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and

- unpaved access roads) shall be watered two times per day.
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
 3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 4. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).
 5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
 6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
 7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
 8. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

Implementation of measure AQ-1 will reduce fugitive dust emissions during construction activities as recommended by BAAQMD. Exhaust emissions from operation of construction equipment and trucks for criteria pollutants will also be reduced through implementation of measures during construction activities. Therefore, after applying this measure, the impact will be less than significant.

Impact AQ-3: Implementation of the proposed project would not expose sensitive receptors to substantial pollutant concentrations (potentially significant impact).

Mitigation Measure(s)

AQ-1: (see above under Impact AQ-2)

AQ-2: Prior to issuance of a demolition and/or grading permit, a plan to reduce diesel particulate matter emissions by at least 60 percent shall be prepared and submitted to the City for review and acceptance. The plan shall include, but not be limited to, the following strategies:

1. All construction equipment larger than 50 horsepower used at the site for more than two continuous days or 20 hours total shall meet U.S. EPA Tier 4 emission standards for particulate matter (PM₁₀ and PM_{2.5}), if feasible. Alternatively, the plan may include:
 - a. Equipment that meets U.S. EPA emission standards for Tier 2 or 3 engines and include particulate matter emissions control equivalent to CARB Level 3 verifiable diesel emission control devices that altogether achieve a 60 percent or greater reduction in particulate matter exhaust in comparison to uncontrolled equipment.
 - b. Alternatively fueled or electric equipment.

2. Alternatively, the applicant may develop a construction operations plan demonstrating that the construction equipment used on-site would achieve a reduction in construction diesel particulate matter emissions by 60 percent or greater. The construction operations plan shall be subject to review by an air quality expert and approved by the City prior to construction. Elements of the plan could include a combination of the following measures:
 - a. Use Tier 4 or alternatively fueled equipment;
 - b. Installation of electric power lines during early construction phases to avoid use of diesel generators and compressors;
 - c. Use of electric-powered equipment;
 - d. Use of electric or propane/natural gas-powered forklifts and aerial lifts;
 - e. Change in construction build-out plans to lengthen phases;
 - f. Implementation of different building techniques that result in less diesel equipment usage.

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

The Construction Community Risk Assessment, prepared by Illingworth & Rodkin for the project used the California Emissions Estimator Model (CalEEMod) to compute construction

period emissions with implementation of mitigation measures. The model inputs assumed all construction equipment met U.S. EPA Tier 4 interim engines standards and all BAAQMD best management practices for construction were included. With these mitigation measures AQ-1 and AQ-2, the project's construction cancer risk impact, assuming infant exposure, would be reduced by 90 percent to 2.48 per million and the project's annual PM2.5 concentrations would be reduced by 65 percent to 0.12 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$). A plan that reduces DPM emissions by 60 percent would reduce cancer risk to approximately 9.7 chances per million and a plan that reduces total PM2.5 emissions by 15 percent would reduce PM2.5 concentrations to 0.29 $\mu\text{g}/\text{m}^3$. Based on these calculations, the project's construction cancer risk and PM2.5 concentrations would be reduced below the BAAQMD single-source thresholds and as such project impacts would be less than significant.

2.3.3 BIOLOGICAL RESOURCES

Impact BIO-1: The project could result in a substantial adverse effect, either directly or through habitat modifications, on species identified as candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service (potentially significant impact).

Mitigation Measure(s)

BIO-1: Prior to the start of grading, construction, or any other ground-disturbing activity, a pre-construction survey shall be conducted by a qualified biologist to identify occupied San Francisco dusky-footed woodrat middens onsite. Where feasible, occupied middens shall be avoided and a minimum five (5) foot non-disturbance buffer, or greater buffer as otherwise recommended by a qualified biologist, shall be established, maintained, and monitored throughout project construction. Additionally, a minimum five (5) foot non-disturbance buffer, or greater buffer as otherwise recommended by a qualified biologist, shall be established between the eastern limit of proposed development activities and the densely vegetated, impenetrable hazelnut scrub habitat.

BIO-2: To address potential impacts to San Francisco dusky-footed woodrats, a Relocation Plan prepared by a qualified biologist, shall be prepared and submitted to the City of Pacifica and the California Department of Fish and Wildlife for review and approval. At a minimum, the Relocation Plan shall include, but is not limited to, the following:

- Nests requiring relocation shall be dismantled by construction crews by hand and under the direct supervision of a qualified biologist.
- Each member of the construction crew shall receive an environmental awareness

training regarding San Francisco dusky-footed woodrat ecology and specifics of the Relocation Plan.

- All material removed during nest dismantling shall be moved into the Relocation Area, as determined by the qualified biologist, and constructed into piles suitable for habitation or use as refugia.
- If an active nest requires removal, the following phased dismantling protocol shall be implemented:
 - ◆ Remove at least 50-100% of the existing canopy cover and begin dismantling.
 - ◆ After partially dismantling the nest, leave nest alone for two to four days to allow woodrats to disperse on their own. After two to four days, continue to disassemble nest by hand. Plan to completely dismantle in two to three sessions.
 - ◆ If young are present, the construction crew and qualified biologist shall cease dismantling of the nest for 48 hours to allow the adult to move the young. If the young have been moved and the nest is vacant, nest removal may resume.
- If an inactive nest (as determined by a qualified biologist) needs to be removed, it may be removed completely in one day. If woodrats are observed within or fleeing from the nest, the nest will be considered active and relocated using a phased approach.

BIO-3: To offset the loss or disturbance of foraging habitat (native forbs and shrubs) for the special-status obscure bumble bee (*Bombus caliginosus*), plant species that are known nectar sources of the obscure bumble bee shall be replaced at a 2:1 ratio, or as otherwise recommended by a qualified biologist and CDFW and shall be included in a revised landscaping plan. Plant species shall be sited in concentrated locations selected in consultation with a qualified biologist and CDFW as necessary to ensure the long-term survival of such plants and to limit disturbance throughout project operation. Plant species known to benefit the obscure bumble bee include but are not limited to Ceanothus, Cirsium, Clarkia, Lathyrus, Lotus, Lupinus, Rhododendron, Rubus, Trifolium, and Vaccinium. As part of the update to the landscaping plans, selected bee-friendly species and planting locations shall be confirmed by a qualified biologist in consultation with the City of Pacifica.

BIO-4: If construction commences during the rainy season, a qualified biologist shall conduct a pre-construction survey for California red-legged frog no more than five days prior to commencement of ground disturbing activities. In the event that California red-legged frogs are found onsite, the qualified biologist in consultation with CDFW shall provide recommendations for relocation of individuals and installation of exclusion fencing. At the recommendation of CDFW and the qualified biologist and based on factors including the migration window for red-legged frog, rainfall, and inundation, exclusion fencing shall be installed. Exclusion fencing shall be inspected and maintained under the supervision of a qualified biologist. Results of the survey and recommendations for relocation and exclusion

fencing shall be submitted to the City of Pacifica.

BIO-5: To avoid potential impacts to special-status bats, a qualified biologist shall conduct a pre-construction survey of all structures and trees that would be impacted by the project, no more than 15 days prior to demolition, tree removal, or commencement of ground disturbing activities. Results of the preconstruction survey shall be documented by a qualified biologist and provided to the City of Pacifica. If special-status bat species are found roosting in building or trees proposed to be removed, the biologist shall determine if there are young present (i.e., the biologist should determine if there are maternal roosts). If young are found roosting in any tree or building proposed for removal, such impacts shall be avoided until the young are flying and feeding on their own. A 100 foot non-disturbance buffer, or as otherwise specified by a qualified biologist, installed with orange construction fencing shall be established around maternity site. If adults are found roosting in a tree or building on the project site but no maternal sites are found, then the adult bats can be flushed, or a one-way eviction door can be placed over the tree cavity for a 48-hour period prior to the tree removal or building demolition. If bats or evidence of bats are detected during the pre-construction surveys, the applicant shall notify the City of Pacifica and the CDFW regarding bat eviction protocol and submit a plan for review and acceptance by the City of Pacifica and the CDFW.

BIO-6: Should construction activities commence during the bird nesting season (February 1 to August 31), a pre-construction nesting bird survey shall be conducted by a qualified biologist no more than 14 days prior to the start of construction activities. Areas within 500 feet of construction shall be surveyed for active nests. Should active nests be identified, a 100 foot buffer for passerines and 300 foot buffer for raptors shall be established, or as otherwise specified by a qualified biologist based on the needs of the species as set forth by CDFW and shall be maintained until a qualified biologist verifies that the nestlings have fledged, or the nest has failed. Should construction activities cease for 14 consecutive days or more within the nesting season, an additional nesting bird survey shall be required prior to resuming construction. Results of the pre-construction nesting bird survey shall be submitted to the City of Pacifica.

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

The required surveys and protection measures for the San Francisco dusky-footed woodrat, California red-legged frog, special status bats, and nesting birds would prevent harm to these species as a result of construction activities. Therefore, after applying the mitigation measures listed above, impacts to special status species would be less than significant. Additionally, though foraging habitat for the obscure bumblebee will be removed as part of the project, the provision for planting of replacement habitat would result in less than significant impacts to this species.

Impact BIO-3: The project could have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other mean (potentially significant impact).

Mitigation Measure(s)

BIO-7: Indirect impacts to the seasonal wetlands and jurisdictional drainage feature shall be avoided through implementation of best management practices (BMPs) prior to earthwork. Construction exclusion zones shall be established by installing appropriate construction fencing, silt fencing, wildlife friendly hay wattles (no monofilament netting), gravel wattles, and other protective measures between project activities and the seasonal wetlands and drainage feature.

All non-native, invasive vegetation removed shall be discarded offsite and away from wetland areas to prevent reseeding.

Prior to implementation of the construction project, a biological monitor shall inspect installation of BMPs to ensure proper protection of the seasonal wetlands and jurisdictional drainage feature areas are in place. BMPs shall thereafter be routinely inspected by the construction manager to ensure BMPs remain in place for the duration of construction activities. Upon completion of project construction all exclusion fencing shall be removed along with any temporary BMPs.

BIO-8: A total of 0.063 acres of potential wetlands were identified in the project area. In the event that wetland plants are removed, altered, or destroyed along the edges of the concrete drainage ditch during repair/replacement of the concrete drainage ditch, the applicant shall replant these areas with native wetland plants at a 1:1 ratio to ensure continued viability of the wetlands.

BIO-9: To avoid impacts to jurisdictional waters and wetlands throughout project operation, plans submitted for building permit shall be revised to include a split rail fence with minimum

three foot and maximum 6 foot height along the boundary between the recreational field and seasonal wetlands and concrete drainage ditch located at the southeast portion of the project site to preclude access and limit foot traffic within the drainage and wetland features. The design of the fence shall be submit to review and approval by the Planning Director.

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

The project includes construction within 100 feet of an existing wetland which could result in impacts associated with construction activities. However, the project is required to implement best management practices such as establishment of construction exclusion zones installation of silt fencing, wildlife friendly hay wattles, gravel wattles, and other measures that would ensure the protection of wetlands onsite during construction. In addition, the project proposes repair of an existing drainage ditch, which is subject to the United States Army Corps of Engineers (USACE) Nationwide Permit 41. The project does not propose removal, fill, or hydrological interruption of existing wetlands adjacent to the drainage ditch, however, it is possible that construction activities could result in damage or removal of wetland plants. The project has been provisioned to replace wetland plants at a ratio of 1:1 in the event that such plants are removed, altered, or destroyed during construction. With implementation of best management practices and the provision for wetland plants to be replaced, impacts of the project on wetlands during construction would be less than significant.

As the wetlands onsite are located in an area that will be used for recreation purposes, operation of the project could result in impacts to wetlands onsite. However, the requirement to include split rail fencing to exclude foot traffic from the wetland area will reduce impacts during project operation to less than significant.

Impact BIO-5: The project could conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance (potentially significant impact).

Mitigation Measure(s)

AES-1: (see above under Impact AES-3)

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

Implementation of the project will result in removal of seven mature heritage and non-heritage trees that contribute to the existing visual character of the site and its surroundings. However, measure AES-1 requires planting of replacement trees at a 2:1 ratio, as well as protection of trees to be retained onsite which reduces the project's potential impacts to less than significant.

2.3.4 CULTURAL AND TRIBAL CULTURAL RESOURCES

Impact C/TCUL-2: Implementation of the project could potentially cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5 (potentially significant impact).

Mitigation Measure(s)

C/TCUL-1: Prior to commencement of ground-disturbing activities, project supervisors, equipment operators, and other members of the construction team overseeing or conducting ground-disturbing activities shall receive one or more preconstruction Cultural Awareness Trainings by a Secretary of Interior-qualified archaeologist. The Training(s) shall educate and familiarize supervisors, contractors, and equipment operators with the potential to encounter archaeological resources, the types of archaeological material that could be encountered, and procedures to follow if archaeological deposits and/or artifacts are encountered during construction.

C/TCUL-2: In the event that an archaeological deposit is encountered during ground-disturbing activities, all work within 50-feet of the discovery shall be redirected until a Secretary of Interior-qualified archaeologist is retained to inspect the material and provide recommendations for appropriate treatment of the resource pursuant to regulations and guidelines set forth in the California Environmental Quality Act, including the involvement of Native American monitors if a prehistoric archaeological resource is identified. If avoidance of the archaeological resource is not feasible, the archaeological resource shall be evaluated for its eligibility for listing in the California Register of Historic Resources. In the event that archaeological resources are identified as eligible for listing on the CRHR, recommendations for proper treatment and handling shall be identified by the qualified archaeologist including, but not be limited to, avoidance or excavation in accordance with the Secretary of Interior's Standards and Guidelines for Archaeological Documentation, which may include

data recovery using standard archaeological field methods and procedures; laboratory and technical analyses of recovered archaeological materials; preparation of a report detailing the methods, findings, and significance of the archaeological site and associated materials; and accessioning of archaeological materials and a technical data recovery report at a curation facility. Upon completion of the assessment, the archaeologist shall prepare a report to document the methods and results of the assessment. The report shall be submitted to the project applicant and the Northwest Information Center.

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

Due to past disturbance of the project site and surrounding area, including removal of native soils, placement of artificial fill, and undergrounding of the North Fork San Pedro Creek, there is a possibility that disturbed or redeposited archaeological resources could be encountered during excavation and grading of the site. Without proper care during the grading and excavation phases of the proposed project, unknown and potentially significant historic and prehistoric archaeological resources could be damaged or destroyed, if present. With implementation of Mitigation Measures C/TCUL-1 through C/TCUL-2, the proposed project impacts to archeological resources would be less than significant.

Impact C/TCUL-3: Implementation of the project could potentially cause a significant impact due to disturbance of human remains, including those interred outside of formal cemeteries (potentially significant impact).

Mitigation Measure(s)

C/TCUL-3: In the event that human remains are encountered during ground-disturbing activities, all work must stop within 100-feet of the discovery area, the area shall be secured to prevent further disturbance, and the San Mateo County Coroner shall be notified immediately. The Coroner will determine if the remains are precontact period Native American remains or of modern origin, and if any further investigation by the coroner is warranted. If the remains are believed to be precontact period Native American, the Coroner shall contact the Native American Heritage Commission by telephone within 24-hours. The NAHC will immediately notify the person believed to be the most likely descendant (MLD) of the remains. The MLD has 48-hours to make recommendations to the landowner for treatment or disposition of the human remains. If the MLD does not make recommendations

within 48-hours, the landowner shall reinter the remains in an area of the property secure from further disturbance. If the landowner does not accept the descendant's recommendations, the owner or the descendant may request mediation by NAHC. An archaeologist should also be retained to evaluate the historical significance of the discovery, the potential for additional remains, and to provide further recommendations for treatment of the site in coordination with the MLD.

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

No known human burials have been identified on the project site or within recorded resources located in the vicinity. However, it is possible that unknown human remains could occur on the project site, and if proper care is not taken during grading and excavation, damage to or destruction of these unknown remains could occur, if present. Implementation of Mitigation Measure C/TCUL-3 would ensure that impacts to buried human remains, if present onsite, would be reduced to less than significant levels.

Impact C/TCUL-4: Implementation of the project could cause a substantial adverse change in the significance of a tribal cultural resource, including resources that are listed or eligible for listing in the CRHR, or in a local register of historical resources, or that are determined by the City of Pacifica to be significant pursuant to criteria set forth in Section 5024.1(c) of Public Resources Code (potentially significant impact).

Mitigation Measure(s)

C/TCUL-1: (see above under Impact C/TCUL-1)

C/TCUL-2: (see above under Impact C/TCUL-1)

C/TCUL-3: (see above under Impact C/TCUL-3)

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

There are no known Native American Sacred Sites on or within the immediate vicinity of the site nor are there any known tribal cultural resources on the project site. However, as stated

above under Impact C/TCUL-2, there is a possibility to encounter buried resources onsite. The project is subject to Mitigation Measures T/TCUL-1 through T/TCUL-3 which require avoiding inadvertent impacts to prehistoric resources and human remains, should they be encountered during excavation and grading, the proposed project would not affect any known or unknown tribal cultural resources in the area. Therefore, with mitigation the proposed project would result in a less than significant impact on tribal cultural resources.

2.3.5 GEOLOGY AND SOILS

Impact GEO-1: The proposed project could potentially directly or indirectly result in substantial adverse effects, including the risk of loss, injury, or death involving fault rupture, strong seismic ground shaking, or seismic-related ground failure including liquefaction and landslides (potentially significant impact).

Mitigation Measure(s)

GEO-1: All applicable recommendations set forth in the Design Level Geotechnical Investigation prepared by Rockridge Geotechnical on August 20, 2020, for the subject property, including, but not limited to recommendations related to grading, drainage, excavation, foundations systems, and compaction specifications shall be implemented. Final grading plan, construction plans, and building plans shall demonstrate that recommendations set forth in the geotechnical reports have been incorporated into the final design of the project and to the satisfaction of the City of Pacifica City Engineer.

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

Due to the site's location in a region of high seismicity the project would likely experience moderate to severe ground shaking during a seismic event, which could affect the proposed residences and other buildings onsite. The proposed project would comply with building requirements set forth by the State, which have been designed to reduce the likelihood of damage as a result of ground shaking. In addition, Mitigation Measure GEO-1 requires implementation of recommendations set forth in the design-level geotechnical report related to grading, drainage, excavation, foundation systems, and compaction specifications. With implementation of Mitigation Measure GEO-1 the potential for seismically induced impacts associated with the proposed project would be less than significant.

Impact GEO-2: The proposed project could result in substantial soil erosion or the loss of topsoil (potentially significant impact).

Mitigation Measure(s)

GEO-2: Upon submittal of grading and drainage plans, the applicant shall demonstrate compliance with applicable requirements of Title 6, Chapter 12 (Stormwater Management and Discharge Control) of the City of Pacifica Municipal Code. Plans shall include identification of appropriate best management practices (BMPs) to prevent the discharge of construction wastes or contaminants from construction materials, tools, equipment, stockpiles, or exposed soil from entering the City storm water system or watercourses. Plans shall also demonstrate compliance with stormwater treatment requirements set forth in NPDES Permit No. CAS612008.

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

Construction of the project involves ground disturbing activities that have the potential to result in soil erosion or loss of topsoil. However, the project is subject to the erosion and sediment control requirements set forth in the City's Municipal Code which requires incorporation of erosion, sediment, and pollution prevention BMPs during to prevent sediment from reaching the streets or entering the stormdrain system. Mitigation Measure GEO-2 requires that the project demonstrate compliance with the City's requirements, which would result in less than significant impacts related to erosion during construction.

Impact GEO-3: The proposed project would be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse (potentially significant impact).

Mitigation Measure(s)

GEO-1: (see above under Impact GEO-1)

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

The project is proposed on a relatively flat portion of the site and would not result in on- or off-site landslides. Though the eastern portion of the project site includes steep slopes, the project proposes a 10-foot retaining wall which is designed to resist lateral pressure from the adjacent hillside. Though existing soil conditions have the potential for geologic and soil instability, the project would not be affected by lateral spreading or liquefaction. To address existing soil instability, the project would be required to implement Mitigation Measure GEO-1, which incorporates recommendations set forth in the design level geotechnical report. Through incorporation of geotechnical recommendations, impacts resulting from construction on an unstable geologic unit or soils would be less than significant.

Impact GEO-4: The proposed project would be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property (potentially significant impact).

Mitigation Measure(s)

GEO-1: (see above under Impact GEO-1)

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

Based on the findings of the geotechnical analysis prepared for the project, the site contains 35 feet of artificial fill comprised of loose to very dense gravels and sands with varying amounts of clay, underlain by alluvium and sandstone bedrock. To address the presence of expansive soils onsite, the Geotechnical Investigation provides recommendations related to site preparation, treatment of fill, and foundation design which are required to be implemented into the final design through Mitigation Measure GEO-1. Compliance with measure GEO-1 would reduce impacts related to the site's location on expansive soils to less than significant.

Impact GEO-6: The proposed project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature (potentially significant impact).

Mitigation Measure(s)

GEO-3: In the event that paleontological resources, including individual fossils or assemblages of fossils, are encountered during construction activities, all ground disturbing

activities shall halt, and a qualified paleontologist shall be procured to evaluate the discovery and make treatment recommendations.

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

Though there are no known paleontological resources on or in the immediate vicinity of the project site, there remains a potential for inadvertent discovery of unique paleontological or geological resources during ground disturbing activities. Mitigation Measure GEO-3 identifies procedures to be followed in the event of a paleontological discovery. With implementation of measure GEO-3, impacts resulting from direct or indirect destruction of a unique paleontological resource or unique geologic feature would be less than significant.

2.3.6 GREENHOUSE GAS EMISSIONS

Impact GHG-1: Implementation of the proposed Pacifica School District Workforce Housing project would not generate greenhouse gas emissions, either directly or indirectly, that would result in a significant impact on the environment (potentially significant impact).

Mitigation Measure(s)

GHG-1: Prior to issuance of a demolition and/or grading permit, a GHG reduction plan shall be prepared and submitted to the City for review and acceptance. The plan shall, at a minimum demonstrate that at least 10% of the total building materials used for the project will be local building materials sourced from the San Francisco Bay Area Region and will reuse/recycle at least 50 percent construction waste and demolition material. In the event that these measures are not feasible, the plan shall identify suitable replacement to achieve equivalent or greater GHG emissions reductions.

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

Construction of the project would result in greenhouse gas emissions associated with mobile sources including operation of construction equipment, worker, and vendor trips. To reduce

GHG emissions during construction, the project is required to implement Mitigation Measure GHG-1, which requires preparation of a GHG reduction plan. With implementation of measure GHG-1, impacts of the project would be less than significant.

2.3.7 HAZARDS AND HAZARDOUS MATERIALS

Impact HAZ-2: The proposed project could create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment (potentially significant impact).

Mitigation Measure(s)

HAZ-1: Prior to demolition of the existing structures, an asbestos survey shall be performed by a licensed asbestos inspector to identify all asbestos-containing materials and lead-based paint. The survey shall adhere to sampling protocols outlined by the Asbestos Hazard Emergency Response Act (AHERA) and shall incorporate the findings of the survey into a report to be submitted to the city. In the event that such substances are found, the report shall include appropriate removal and disposal protocols subject to requirements set forth by the Occupational Safety and Health Administration AHERA requirements, lead standard contained in 29 CFR 1910.1025 and 1926.62, and any other local, state, or federal regulations. Treatment, handling, and disposal of these materials shall be performed by qualified professionals in accordance with applicable federal and state regulations, and shall be completed prior to demolition of the existing structures.

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

Based on observations made during site surveys as well as the age of the school building and shed to be demolished as part of the project, asbestos containing materials (ACMs) and lead-based paint (LBP) are presumed to be present in existing structures onsite. Disturbance to ACMs and LBP during demolition activities has the potential to result in impacts to construction workers or the environment if not properly treated and removed. However, consistent with Mitigation Measure HAZ-1, a full survey of the building would be performed to identify all ACMs and LBP and appropriate removal and disposal protocols would be established prior to demolition. With implementation of measure HAZ-1, impacts would be less than significant.

Impact HAZ-7: The proposed project could expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.

Mitigation Measure(s)

HAZ-2: Upon submittal of a building permit the applicant shall submit a site-specific Vegetation Management Plan for review and approval by the City of Pacifica and the North County Fire Authority. The Plan shall:

1. Remove all vegetation within the site listed on the San Mateo County list of “Fire Prone (Pyrophytic) Plants” except for isolated specimen plants.
 - a. Existing isolated or newly planted specimens shall meet the vertical and horizontal spacing guidelines.
2. Maintain and plant all trees and shrubs to the specifications identified in ‘Plant and Tree Spacing’, ‘Vertical Spacing’, and ‘Horizontal Spacing’ as outlined in the Plan “Fire Safe Landscaping” guide.
 - a. An evaluation of slope implications shall be reflected when determining the landscape.
 - b. All plantings shall be from the Plan “Firescaping with Native Plants” or otherwise fire resistive plantings.
3. Maintain an ember zone of 5 feet around all buildings pursuant to California Government Code (CGC) 51182 (5)(1), (2) within the Project.
 - a. The ember zone shall be maintained to remove weeds and other combustible materials on a minimum monthly basis.
4. Maintain all landscaping and vegetation on the Project site on a regular basis as part of a regular landscape maintenance program.
 - a. All vegetation shall be irrigated as needed to maintain the vegetation in a healthful condition.

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

The project site is located within the Wildland Urban Interface (WUI) and is adjacent to an

area designated as a moderate fire hazard severity zone which could expose people or structures to hazards associated with wildland fires. Based on the site's vulnerability to wildland fires, compliance with California Building Code for construction within the WUI would be required. Furthermore, the project would be required to implement Mitigation Measure HAZ-2, which requires preparation of a site-specific Vegetation Management Plan that complies with the Vegetation Management Plan Memo prepared for the project as well as the Fire Safe San Mateo County Defensible Guidelines. Through compliance with the California Building Code as well as implementation of measure HAZ-2, impacts related to hazardous conditions caused by wildland fires would be less than significant.

2.3.8 NOISE

Impact NOI-1: The proposed project could involve generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies (potentially significant impact).

Mitigation Measure(s)

NOI-1: Construction activities shall comply with the following best management practices to minimize noise levels from the proposed development:

- Construction will be limited to the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 9:00 a.m. to 5:00 p.m. on Saturdays and Sundays.
- The contractor shall use "new technology" power construction equipment with state-of-the-art noise shielding and muffling devices. All internal combustion engines used on the project site shall be equipped with adequate mufflers and shall be in good mechanical condition to minimize noise created by faulty or poorly maintained engines or other components.
- Staging areas and stationary noise-generating equipment shall be located as far as possible from noise-sensitive receptors, such as residential uses (a minimum of 200 feet).
- Ensure that generators, compressors, and pumps are housed in acoustical enclosures.
- Locate cranes as far from adjoining noise-sensitive receptors as possible.
- During final grading, substitute graders for bulldozers, where feasible. Wheeled heavy equipment are quieter than track equipment and should be used where feasible.
- Substitute nail guns for manual hammering and electrically powered tools for noisier pneumatic tools, where feasible.
- The adjacent residences within 200 feet of the project site shall be notified not less than 96 hours prior to the start of each phase of the project, including but not limited to demolition, grading, and construction. Notifications shall indicate the hours of operation and planned timeline for the respective phase.
- A "noise disturbance coordinator" shall be designated to respond to any local complaints

about construction noise. The disturbance coordinator would determine the cause of the noise complaints (e.g., beginning work too early, bad muffler, etc.) and institute reasonable measures warranted to correct the problem. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site.

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

The temporary or periodic increases in noise that would result from activities such as demolition, site preparation, grading, excavation, material hauling, deliveries, and foundation work would be significant. To minimize noise levels during construction, Mitigation Measure NOI-1 requires implementation of noise abatement measures including limiting construction hours from 7 a.m. to 7 p.m. on weekdays and 9 a.m. to 5 p.m. on weekends (consistent with standard Pacifica construction hours); staging equipment as far as possible from sensitive uses; using acoustical enclosures; substituting certain equipment for quieter alternatives where possible; notifying residents of construction; and designating a noise disturbance coordinator. With implementation of measure NOI-1 project impacts associated with construction activities would be reduced to less than significant.

2.3.9 TRANSPORTATION AND TRAFFIC

Impact TRA-3: The project will not substantially increase hazards due to a geometric design or incompatible uses (potentially significant impact).

Mitigation Measure(s)

TRA-3: To maintain adequate sight lines at the project driveways, signage and landscaping introduced onsite within close proximity of the driveways shall be maintained such that low-lying shrubs remain at a height lower than three feet from ground level and that tree branches be no less than seven feet in height from ground level. The applicant shall be responsible for maintaining adequate sight lines from the project driveways.

TRA-4: Parking shall be prohibited south of the project driveway along Oddstad Boulevard for a distance of at least 30 feet. To ensure parking does not occur in this area, curbs shall be painted red subject to review and approval by the North County Fire Authority.

Finding

Changes or alteration have been required in, or incorporated into the project, which avoid

or substantially lessen the significant environmental impact identified in the EIR.

Facts in Support of Finding

The project could result in significant transportation hazards if not designed properly. Mitigation Measures TRA-3 and TRA-4 require that the project be designed to provide adequate site lines for vehicles exiting the site onto Oddstad Boulevard. Compliance with measures TRA-3 and TRA-4 would reduce potential impacts resulting from a geometric design hazard to less than significant.

2.4 SIGNIFICANT AND UNAVOIDABLE IMPACTS

Impact TRA-2: The project will conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (B) (significant impact).

Mitigation Measure(s)

TRA-1: Upon submittal of plans for building permit, the applicant shall submit a list of Transportation Demand Management strategies to be implemented district-wide. TDM strategies shall be clearly defined in terms of location, extent, timing, and responsibility for implementation. Strategies may include, but are not limited to the following:

- **Safe Routes to School.** Pursue grants to fund pedestrian and bicycle improvements around Pacifica School District schools to increase safety for students and staff walking and bicycling.
- **Install Bike Racks.** Identify Pacifica School District schools where more bicycle racks are needed. Once identified, install as needed.
- **Install e-bike Charging Stations.** Install e-bike charging systems in secure bike parking facilities at Pacifica School District schools.
- **Samtrans Flex Services.** Continue to partner with Samtrans to establish fixed-route services to Pacifica School District schools. Coordinate with Samtrans on possible flex services (such as dial-a-ride) to serve schools with lower demand.
- **Shuttle Services.** Partner with the Jefferson Union High School District to fund shuttle services to Pacifica schools.

TRA-2: To promote electric vehicle ownership and reduce GHG emissions associated with vehicles traveling to and from the site, install electric vehicle (EV) charging infrastructure and equipment as required by the 2022 California Building Standards Code and any City of Pacifica local amendments thereto.

Finding

Under Public Resources Code section 21081(a)(1) and CEQA Guidelines sections 15091(a)(1) and 15092(b), the City determines that impacts related to the project's vehicle miles traveled

(VMT) generation remain significant and unavoidable despite incorporation of Mitigation Measures TRA-1 and TRA-2, set forth above. Further, the City finds that the significant and unavoidable impact is acceptable due to the overriding considerations described below. The City also finds that further mitigation measures and Alternatives that may reduce the significance of any of these impacts are rejected as infeasible for the reasons provided below.

Facts in Support of Finding

There are no feasible mitigation measures identified that would reduce project-level VMT impacts to less than significant. Other potentially effective on-site VMT measures, such as increasing the density would not result in a quantifiable reduction of project-generated VMT given the project site's location within the regional context and at the edge of City limits, the project site's land use designation, and zoning provisions.

The project would be required to implement Mitigation Measure TRA-1, which sets forth transportation demand management (TDM) strategies implemented throughout the Pacifica School District. Given that there is limited evidence to support VMT reductions from such TDM strategies, it is not feasible to quantify VMT reductions of the alternative mode programs. Programs identified as potential mitigations are intended to encourage staff and students to walk, bike, or use transit, however, given the conceptual nature of these programs and the level of staff and student participation, the resulting VMT reduction could not be known at the time of preparation of the EIR. Furthermore, many of the strategies identified in measure TRA-1 are complementary to one another such as Safe Routes to School and installation of more bike racks and e-bike charging stations, which makes isolating their effectiveness difficult. Nonetheless, measures that encourage alternative transportation can help reduce VMT, and as such the project would be required to incorporate such measures. Programs that are intended to increase bus or shuttle service to the schools would also help to reduce VMT, however, these services are not in place at the time and therefore the level of reduction is not known. Based on the lack of quantitative data available, project VMT cannot be reduced below the VMT threshold of 15% and there are no additional feasible mitigation measures identified that would reduce project-level VMT impacts to less than significant.

Though the project will result in a significant and unavoidable impact related to project VMT, as noted in the DEIR, the General Plan Update and Sharp Park Specific Plan EIR (SCH No. 2012022046), certified by the City Council on July 11, 2022, also concludes that implementation of the General Plan will result in significant and unavoidable impacts related

to VMT and the City Council adopted a statement of overriding considerations for the General Plan (Resolution 45-2022). The project is consistent with the General Plan as residential development at the project site has already been anticipated and significant and unavoidable VMT impacts have already been considered.

The above Findings are made in conjunction with a Statement of Overriding Considerations, which is simultaneously being adopted for the project (see Section 3).

2.5 FINDINGS REGARDING FEASIBLE ALTERNATIVES

The Final EIR analyzed three alternatives to the project, examining the environmental impacts and feasibility of each alternative, as well as the ability of the alternatives to meet project objectives. The project objectives are listed in Chapter 3 (Project Description) of the Draft EIR; the potentially significant environmental effects of the project, including feasible mitigation measures identified to avoid these impacts, are analyzed in Chapter 4 (Environmental Evaluation) of the Draft EIR; and the alternatives are described in detail in Chapter 6 (Alternatives) of the Draft EIR. Brief summaries of the alternatives analyzed are provided below. All analysis in Final EIR Chapter 6 is incorporated by reference.

2.5.1 ALTERNATIVE 1: NO PROJECT/NO DEVELOPMENT

The No Project alternative is the continuation of existing conditions on the project site, which is developed with the former Oddstad School complex, closed by the Pacifica School District in 2005, and used for storage since 2019. The site includes a single-story school complex, circulation improvements such as driveways, parking areas, and pedestrian pathways, recreational fields and courts, landscaping, fencing, and an undeveloped hillside area along the eastern portion of the site. The existing recreational fields are publicly accessible and are used for both organized sports and individual recreation activities. Under the No Project alternative, no physical alterations would be made, and the site would continue to be used as storage and publicly accessible recreation.

2.5.2 ALTERNATIVE 2: PARK PACIFICA HIGHLAND SUBDIVISION: 54 SINGLE FAMILY RESIDENCES

The Park Pacifica Highland Subdivision: 54 Single Family Residences alternative represents an alternative that could occur based on the existing Low Density Residential General Plan Land Use designation, R-1 zoning designation, and underlying single family residential subdivision, originally recorded in 1965 with the County of San Mateo. The subdivision includes 56 single family lots, two remainder lots adjacent to the city-owned Frontierland Park, and four dedicated public rights-of-way. Since recordation of the subdivision in 1965,

Lots 54 and 55, along Big Bend Drive to the north of the project site, have been developed. As such, lots 54 and 55 are presumed to no longer be part of the subdivision and are therefore not considered in this alternative.

Under this alternative, the existing lots on the project site would be used for development rather than a re-subdivision of the land as proposed with the project. The entire 12.49-acre site, with the exception of the approximately 2.02-acre hillside area to the east (referred to as Lot D on the subdivision map), would be developed with single-family residences, including the existing recreational field at the southern portion of the site. Of the 54 single family residences, this alternative assumes construction of 16 accessory dwelling units (ADUs) for a total of 70 units on 54 lots. Development of the single-family residences and ADUs would be subject to regulations contained in Section 9-4.402 of the Pacifica Municipal Code, which permits a maximum of 40% lot coverage, and maximum building height of 35-feet. In addition, development of 54 single family residences and 16 ADUs would be subject to the minimum setbacks, landscaping, and parking requirements of the Municipal Code. Under this alternative, new water, sewer, and storm drain facilities would be installed to accommodate the residential units and the four dedicated rights-of-way shown on the subdivision map would be paved, and curb, gutter, and sidewalks would be installed.

2.5.3 ALTERNATIVE 3: VARIATION OF SITE LAYOUT AND UNIT MIX

The Variation of Site Layout and Unit Types Alternative assumes that Lot 1, at the southern portion of the project site, would be retained as a recreational field for use by the public, and Lots 2 and 3, totaling 7.47 acres would be developed in a varied layout and with a different unit mix as compared to the proposed project. Under this alternative, Building A, located at the eastern portion of Lot 2 would be relocated to the area of Buildings B1 and B2 and would include an additional floor with 14 units. The height of Building A would increase from 30-feet to approximately 40-feet. Under this alternative, the site would be rezoned from R-1 to Planned Development (P-D), which provides for flexibility in building height if the findings in Section 9-4.2211(a) of the PMC can be made. In addition to modification of the location of Building A, under this alternative, Building B3 would be modified to eliminate two units for a total of four units. Under this alternative, the unit count and mix would be as follows:

- Building A (41 units)
 - 2.0 32 one-bedroom
 - 3.0 9 two-bedroom
- ◆ Building B3
 - 4.0 2 two-bedroom
 - 5.0 2 three-bedroom

- ◆ Buildings C1 and C2 (no change)
 - 6.0 2 two-bedroom
 - 7.0 2 three-bedroom
- ◆ Building D (no change)
 - 8.0 11 one-bedroom
 - 9.0 6 two-bedroom

2.5.4 FINDINGS REGARDING ALTERNATIVES

1. The City Council finds that changes or alterations to the project as evaluated in the Draft EIR have been required of, or incorporated into the project that avoid or substantially lessen significant environmental effects.
2. The EIR evaluated a reasonable range of alternatives to the project. The City Council adopts the EIR's analysis and conclusions eliminating alternatives for an adaptive reuse of the existing school complex, increased density, and alternative site location from further consideration.
3. The potentially feasible alternatives analyzed in the EIR, including the No Project/No Development alternative required by CEQA, represent a reasonable range of potentially feasible alternatives that reduce one or more significant impacts of the proposed project. These alternatives include: (1) Alternative 1: No Project/No Development; (2) Alternative 2: Park Pacifica Highland Subdivision: 54 Single Family Residences; and (3) Alternative 3: Variation of Site Layout and Unit Mix. As presented in the EIR, the alternatives were described and compared with each other and with the proposed Project.
4. The City Council certifies that it has independently reviewed and considered the information on alternatives provided in the EIR and in the record. The EIR reflects the City Council's independent judgment as to alternatives. The City Council finds that the project provides the best balance between the project sponsor's objectives, the City's goals and objectives, the project's benefits, and mitigation of environmental impacts. The three CEQA alternatives evaluated in the EIR are rejected for the following reasons. Each individual reason presented below constitutes a separate and independent basis to reject the alternatives.
5. **No Project/No Development Alternative:** The No Project/No Development Alternative would not achieve the property's, highest and best use or realize residential development as provided by the Low Density Residential land use designation and as planned for in the City of Pacifica 2040 General Plan. Furthermore, the No Project/No Development Alternative would fail to meet all stated project objectives, would be inconsistent with the General Plan objectives and land use designations, and would not provide housing

needed to meet the city's RHNA obligation.

6. **Alternative 2: Park Pacifica Highland Subdivision: 54 Single Family Residences:** The Park Pacifica Highland Subdivision: 54 Single Family Residences Alternative would result in new or increased impacts to biological resources, hydrology and water quality, recreation, and utilities and service systems relative to the proposed Project. Furthermore, the Park Pacifica Highland Subdivision: 54 Single Family Residences Alternative would fail to meet some of the stated project objectives as it would not provide workforce housing for current and future staff members of the Pacifica School District, would not provide rental rates and lease terms that enable and improve the District's ability to retain and attract qualified faculty and staff, and would not maintain and expand recreational opportunities on site for use by the surrounding neighborhood, future residents, and organized recreational groups.
7. **Alternative 3: Variation of Site Layout and Unit Mix Alternative:** The Variation of Site Layout and Unit Mix Alternative would be incompatible with the surrounding single-family residential neighborhood as it would introduce an approximately 40-foot (3 story) building to an area predominantly consisting of one and two story single family homes. Additionally, VMT impacts would remain significant and unavoidable and other environmental impacts identified would not be substantially reduced.

3.0 OVERRIDING CONSIDERATIONS CONCLUSIONS

CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a project against its unavoidable risks when determining whether to approve a project. If the specific economic, legal, social, technological or other benefits of the project outweigh the unavoidable adverse environmental effects, those effects may be considered acceptable. CEQA requires the agency to support, in writing, the specific reasons for considering a project acceptable when significant impacts are not avoided or substantially lessened. Those reasons must be based on substantial evidence in the EIR or elsewhere in the administrative record.

In accordance with the requirements of CEQA and the CEQA Guidelines, the City finds that the mitigation measures identified in the Final EIR and the Mitigation Monitoring and Reporting Program (MMRP), when implemented, avoid or substantially lessen virtually all of the significant effects identified in the Draft and Final EIR. Nonetheless, one significant impact of the project is unavoidable even after incorporation of all feasible mitigation measures. The significant unavoidable impact is identified and discussed in Section 2.4 of

these Findings. The City further specifically finds that notwithstanding the disclosure of the significant unavoidable impacts, there are specific overriding economic, legal, social, and other reasons for approving the project. Each of the following reasons in Section 3.1 provides an independent basis to support the override of the following significant and unavoidable impact:

Impact TRA-2: The project will conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (B) (significant impact).

3.1 PROJECT BENEFITS

1. The project will redevelop a previously developed and underutilized 12.4-acre property in an established residential neighborhood.
2. The project would enhance the property by removing aging facilities, upgrading utilities, and improving landscaping, including providing stormwater management facilities onsite.
3. The project will maintain the eastern portion of the lot in a natural state providing a visual and biological transition to the Frontierland Park which is owned and operated by the City.
4. Through a Development Agreement (DA), which would vest the right to develop the property for 15 years, the School District would dedicate 1.4 acres onsite as parkland and would preserve an additional 3.5 acres for public use for at least 20 years.
5. The DA also seeks to make the 3.5 acres available for public use beyond 20 years. As provided therein, the Pacifica School District would provide notice to the City on how the 3.5 acres may be used to further the School District's mission. Should removal of the 3.5 acres from public use be proposed, such removal and any new use would be subject to review and approval by the City; and if the School District intends to sell the 3.5 acres, the City has the right of first offer to purchase the 3.5 acres.
6. Other public benefits provided by the project include a bathroom/changing room, field drainage improvements, parking lot striping, and periodic use of residents' commons building.
7. The Pacifica School District Workforce Housing Project would benefit Pacifica residents by attracting quality teachers and school employees to work and live in the city.
8. The project would contribute 70 new residential units to the city inclusive of 11 below market rate (BMR) units, affordable to low- and moderate-income households consistent with the City of Pacifica's Below Market Rate Program, 34 subsidized units for teachers

and School District employees, and up to 25 market rate units to assist in subsidizing the other units.

9. By providing subsidized and below market rate housing, the project would help to address challenges experienced by the Pacifica School District in competing for and retaining qualified teachers and other School District employees due to the high cost of living in the San Francisco Bay Area. The proposed project will help to attract and retain teachers by lowering the cost of living associated with housing.
10. The project would contribute to the City's existing housing inventory and assist in meeting the City's Regional Housing Needs Allocation across a variety of income levels.
11. Though the EIR identified a significant and unavoidable impact associated with VMT, providing affordable housing options proximate to jobs is consistent with state and local goals as it would help to reduce vehicle miles traveled associated with living and working in a different city, thereby reducing greenhouse gas emissions.

3.2 STATEMENT OF OVERRIDING CONSIDERATIONS

The Council finds that the Pacifica School District Workforce Housing Project has been carefully reviewed and that mitigation measures have been included in the Final EIR to be certified by the Council. Nonetheless, the proposed project, as was previously concluded by the EIR prepared for the 2040 General Plan, will result in environmental effects due to VMT that cannot be avoided or substantially lessened. As to these significant environmental effects that are not avoided or substantially lessened to a point less than significant, the Council finds that specific fiscal, economic, social, technological, or other considerations make additional mitigation of those impacts infeasible, in that all feasible mitigation measures have been incorporated into the proposed project.

The Council has carefully considered all environmental impacts that have not been mitigated to a less than significant level, as listed above. The Council has also carefully considered the fiscal, economic, social, and environmental benefits of the proposed project, as listed above, and compared these with the benefits and impacts of the alternatives. The Council has balanced the fiscal, economic, social, and environmental benefits of the proposed project against its unavoidable and unmitigated adverse environmental impacts and, based upon substantial evidence in the record, has determined that the benefits of the proposed project outweigh, and therefore override, the remaining adverse environmental effects. Such benefits provide the substantive and legal basis for this Statement of Overriding Considerations.

In approving the Pacifica School District Workforce Housing project, the Council makes the following Statement of Overriding Considerations pursuant to Public Resources Code Section 21081 and State CEQA Guidelines Section 15093 in support of its findings on the Final EIR:

1. The Council has considered the information contained in the Final EIR and has fully reviewed and considered all public testimony, documentation, exhibits, reports, and presentations included in the record of these proceedings. The Council specifically finds and determines that this Statement of Overriding Considerations is based upon and supported by substantial evidence in the record.
2. The Council has carefully weighed the benefits of the proposed project against any adverse impacts identified in the Final EIR that could not be feasibly mitigated to a level of insignificance, which are listed below. While the Council has required all feasible mitigation measures, such impacts remain significant for purposes of adopting this Statement of Overriding Considerations:
 - a. Impact TRA-2: The project will conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (B) (significant impact).

3.3 GENERAL FINDINGS

1. The City, acting through the Planning Division, is the “Lead Agency” for the project evaluated in the EIR. The City finds that the EIR was prepared in compliance with CEQA and the CEQA Guidelines. The City finds that it has independently reviewed and analyzed the EIR for the project, that the Draft EIR which was circulated for public review reflected its independent judgment and that the Final EIR reflects the independent judgment and analysis of the City in accordance with Public Resources Code Section 21082.1(c)(3).
2. The DEIR evaluated the following potential project and cumulative environmental impacts: aesthetics, air quality, biological resources, cultural and tribal cultural resources, geology and soils, greenhouse gas emissions, hydrology and water quality, land use and planning, noise, population and housing, public services, transportation and traffic, utilities and service systems, and wildfire. Additionally, the EIR considered, in separate sections, Significant Irreversible Environmental Changes and Growth Inducing Impacts. The significant environmental impacts of the project, as well as other alternatives were identified in the DEIR.
3. The City finds that the DEIR provides objective information to assist the decision makers and the public at large in their consideration of the environmental consequences of the

project. The public review period provided all interested jurisdictions, agencies, private organizations, and individuals the opportunity to submit comments regarding the Draft EIR. The Final EIR was prepared after the review period and responds to comments made during the public review period.

4. The Planning Division evaluated comments on environmental issues received from persons who reviewed the Draft EIR. In accordance with CEQA, the Planning Division prepared written responses describing the disposition of significant environmental issues raised. The Final EIR provides adequate, good faith and reasoned responses to the comments. The Planning Division reviewed the comments received and responses thereto and has determined that neither the comments received nor the responses to such comments add significant new information regarding environmental impacts to the Draft EIR. The Lead Agency has based its actions on full appraisal of all viewpoints, including all comments received up to the date of adoption of these Findings, concerning the environmental impacts identified and analyzed in the FEIR.
5. Having reviewed the information contained in the Draft EIR, the Final EIR, and the administrative record, as well as the requirements of CEQA and the CEQA Guidelines regarding recirculation of Draft EIRs, the City finds that there is no new significant impact, substantial increase in the severity of a previously disclosed impact, significant new information in the record of proceedings or other criteria under CEQA that would require recirculation of the Draft EIR, or that would require preparation of a supplemental or subsequent EIR. Specifically, the City finds that:
 - a. The Responses to Comments contained in the Final EIR fully considered and responded to comments claiming that the project would have significant impacts or more severe impacts not disclosed in the Draft EIR and include substantial evidence that none of these comments provided substantial evidence that the project would result in changed circumstances, significant new information, considerably different or feasible mitigation measures, or new or more severe significant impacts than were discussed in the Draft EIR.
 - b. The City has thoroughly reviewed the public comments received regarding the Project and the Final EIR as it relates to the project to determine whether under the requirements of CEQA, any of the public comments provide substantial evidence that would require recirculation of the EIR prior to its adoption and has determined that recirculation of the EIR is not required.
 - c. None of the information submitted after publication of the Final EIR, including testimony at the public hearings on the project, constitutes significant new

- information or otherwise requires preparation of a supplemental or subsequent EIR. The City does not find this information and testimony to be credible evidence of a significant impact, a substantial increase in the severity of an impact disclosed in the Final EIR, or a feasible mitigation measure or alternative not included in the Final EIR.
- d. The mitigation measures identified for the project were included in the Draft and Final EIR. The final mitigation measures for the Project are described in the Mitigation Monitoring and Reporting Program (MMRP). Each of the mitigation measures identified in the MMRP is incorporated into the project. The City finds that the impacts of the project have been mitigated to the extent feasible by the mitigation measures identified in the MMRP.
6. CEQA requires the Lead Agency approving a project to adopt a MMRP or the changes to the project which it has adopted, or made a condition of project approval, in order to ensure compliance with the mitigation measures during project implementation. The mitigation measures included in the EIR as certified by the City and in the MMRP as adopted by the City serve that function. The MMRP includes all mitigation measures adopted by the City in connection with approval of the project and has been designed to ensure compliance with such measures during implementation of the project. In accordance with CEQA, the MMRP provides the means to ensure that the mitigation measures are fully enforceable. In accordance with the requirements of Public Resources Code Section 21081.6, the City hereby adopts the MMRP.
 7. In accordance with the requirements of Public Resources Code § 21081.6, the City hereby adopts each of the mitigation measures expressly set forth herein as conditions of approval for the Project.
 8. The custodian of the documents or other materials which constitute the record of proceedings upon which the City decision is based its decision making is the City of Pacifica, Planning Division.
 9. The City finds and declares that substantial evidence for each and every finding made herein is contained in the EIR, which is incorporated herein by this reference, or is in the record of proceedings in the matter.
 10. The City is certifying an EIR for, and is approving and adopting Findings for, the entirety of the actions described in these Findings and in the EIR as comprising the Pacifica School District Workforce Housing project.
 11. The EIR is a project EIR for purposes of environmental analysis of the Pacifica School District Workforce Housing project. A project EIR examines the environmental effects of

a specific project. The EIR serves as the primary environmental compliance document for entitlement decisions regarding the project by the City and the other regulatory jurisdictions.

EXHIBIT B

Mitigation Monitoring and Reporting Program (MMRP)

Pacifica School District Workforce Housing Final Environmental Impact Report

SCH Number: 2021100457

March 2023

PREPARED BY M-GROUP FOR:

THE CITY OF PACIFICA PLANNING DEPARTMENT
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IN ASSOCIATION WITH:

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ILLINGWORTH & RODKIN, AIR QUALITY AND ACOUSTICAL CONSULTANT

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1.0 INTRODUCTION

1.1 OVERVIEW

In accordance with the California Environmental Quality Act (CEQA) Sections 15088, 15089, and 15132 of CEQA, the City of Pacifica has prepared the Final Environmental Impact Report (FEIR) for the Pacifica School District Workforce Housing project. Pursuant to CEQA requirements, the City of Pacifica must certify the FEIR as complete and adequate prior to approval of the proposed project.

Per CEQA Guidelines Section 15121(a) and 15362, an Environmental Impact Report (EIR) is an informational document meant to inform public agencies, decision makers, and members of the public by disclosing potential significant impacts likely to result from a project and identify methods to avoid or otherwise mitigate those impacts. An EIR must also consider a reasonable range of alternatives to a proposed project to avoid or minimize impacts while still feasibly accomplishing the stated project objectives.

Per CEQA Guidelines Section 15132, the FEIR shall be comprised of the following:

- a. The Draft EIR or revisions of the Draft.
- b. Comments and recommendations received on the Draft EIR, either verbatim or in summary.
- c. A list of persons, organizations, and public agencies commenting on the Draft EIR.
- d. The responses of the Lead Agency to significant environmental points raised in the review and consultation process.
- e. Any other information added by the Lead Agency.

Regarding 15132(a), none of the comments received on the DEIR during the public review period necessitate revisions or clarifications and as such, the DEIR as published on November 23, 2022 for public review is incorporated herein by reference without revisions.

Pursuant to CEQA Guidelines Section 15151 the adequacy of an EIR is measured based on the extent to which the analysis provides decision makers with enough information to consider environmental consequences and make an informed decision. In general, courts have held that an EIR should not be held to a standard of perfection, but rather, should exhibit a good faith effort at full disclosure, and should be adequate and complete.

1.2 PUBLIC PARTICIPATION

The environmental review process for the Pacifica School District Workforce Housing project commenced with circulation of the Notice of Preparation (NOP) for a thirty-day period from October 22, 2021, to November 22, 2021. A public scoping meeting was held on November 4, 2021. Subsequently, on November 23, 2022, the City of Pacifica released a Notice of Availability (NOA) for the DEIR. The NOA announced a thirty-day comment period on the DEIR extending from November 23, 2022 until January 9, 2023. The Public Comment period provided an opportunity for interested parties to provide input regarding the adequacy of the environmental document. The City received one public comment during the public review period, as further described in Section 2.0.

No substantial revisions that would merit recirculation of the DEIR as defined by CEQA Guidelines Section 15088.5(b) were made to the project or analyses after public comment. All comments received from the public, interested parties and decision makers on the DEIR are identified herein (Chapter 2). Chapter 4 provides a summary of comments received and responses to address comments.

1.3 FEIR PROCESS + FINDINGS

This FEIR includes written responses to environmental issues raised in comments received during the public review period in accordance with CEQA Guidelines Section 15088. The FEIR will be presented to the Planning Commission and City Council for consideration. Prior to the City Council acting on the proposed project, the decision makers must certify that the information presented in the EIR has been reviewed and considered, that the EIR has been completed in a manner that conforms with the requirements of CEQA, and that the City's independent judgment pursuant to CEQA Guidelines Section 15090 is adequately reflected.

In accordance with Section 21002, 21002.1 and 21081 of the Public Resources Code and CEQA Guidelines Sections 15091 and 15093, no public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant effects unless one or more of the following findings are made:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the FEIR.
2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted

by such other agency or can and should be adopted by such other agency.

3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the FEIR.

When a lead agency approves a project that will result in the occurrence of significant effects that cannot be avoided or substantially lessened, the agency shall state reasons to support the action in a “statement of overriding considerations” that is supported by substantial evidence in the record.

1.4 ORGANIZATION OF THE FEIR

The Final EIR document is organized as follows:

Chapter 1, Introduction provides an overview of the CEQA process, public participation process, and organization of the FEIR.

Chapter 2, Comments on the Draft EIR provides a list of all comments received during the public review and comment period and responses to comments.

Chapter 3, Mitigation Monitoring and Reporting Program describes the identified mitigation measure, method of verification, timing of verification, responsible party, and completion of implementation of mitigation measures.

2.0 COMMENTS ON THE DEIR

2.1 AGENCY AND INDIVIDUAL COMMENTS

During the more than forty five-day comment period on the DEIR extending from November 23, 2022 to January 9, 2023, the City of Pacifica received a one written comment. The agencies, organizations, and individuals who provided comments are listed below.

LETTER/PUBLIC COMMENT	AGENCY/INDIVIDUAL	DATE RECEIVED
Letter Comment 1	Peter Tang, Pacifica Resident	12/22/2022

2.2 COMMENTS ON THE DEIR AND RESPONSES TO COMMENTS

This section of the FEIR includes copies of comments received by hand-delivered or electronic mail during the public review and comment period on the DEIR. Specific responses to individual comments follow the letter. The comment letter is cataloged using the sender's first and last initial followed by a numeric designator for each individual comment (e.g. AB-1) with the corresponding response provided below.

Responses focus on comments that pertain to the adequacy of the analysis in the DEIR or to other aspects pertinent to the potential impacts of the project on the environment pursuant to CEQA. Comments that address topics beyond the purview of this EIR or CEQA, such as comments on the merits of the project, are noted as such for the public record and will be considered by the City prior to making a decision on the project, however, no response is provided in the FEIR as they do not relate specifically to environmental effects.

Peter Tang Comment Placeholder (2 pages)

2.3 RESPONSE TO PETER TANG COMMENT LETTER

2.3.1 RESPONSE PT-1

The comment is acknowledged. This comment is related to the merits of the project and does not address the adequacy of the EIR. No further response is required.

2.3.2 RESPONSE PT-2

The comment is acknowledged. This comment is related to the merits of the project and does not address the adequacy of the EIR. No further response is required.

2.3.3 RESPONSE PT-3

Development of the project provides opportunities to house faculty and staff of the Pacifica School District to allow those seeking housing opportunities and shorter commutes to live and work locally. Providing affordable housing options within the City of Pacifica will also result in a reduction of vehicle miles traveled for those who would otherwise commute from other cities, which is in line with State goals to reduce VMT and greenhouse gas emissions.

As provided in the City's Housing Element, there is an ongoing need to provide housing at all income levels to meet the City's regional housing needs allocation (RHNA). As described in Chapter 4.11, page 4.11-4 of the DEIR, the development of housing in the city from 2014-2022 (126 units) was short of the RHNA target (413). With an unmet need of 287 units, there remains an ongoing need for housing at all income levels, especially affordable housing, in the community. Moreover, 253 units of the unmet need (259 unit target compared to 6 units produced) were at income levels of moderate income or below, which are typical income levels for faculty and school staff. Development of the project is within the projected buildout under the General Plan, and is consistent with policies contained in the Housing Element that seek to prioritize in-fill residential development, provide housing opportunities for all income groups, and provide a choice of housing types and densities.

Additionally, housing proposed by the project can be made available to those not employed by the school district should the demand by district employees be lower than the supply of units. As described in Chapter 4.11, page 4.11-5 of the DEIR, the project proposes to construct 70 residential units with the intent of renting at least 45 units to faculty and staff of the Pacifica School District at below market rate rental costs. If not all of 45 units are occupied by faculty and staff of the Pacifica School District, units may be made available to faculty and staff of nearby school districts, community college districts, or other public

employees in the City of Pacifica and surrounding communities. Not more than 25 units in the project will be leased to market rate tenants including those who are not faculty or staff of any school district, community college district, or other public employees in the City of Pacifica or surrounding communities.

2.3.4 RESPONSE PT-4

As described in Chapter 4.13 of the DEIR, Oddstad Boulevard has a maximum capacity of 12,000 vehicles per day and is expected to operate substantially below capacity with the addition of project traffic. Oddstad Boulevard is an existing two-lane residential collector street serving the city's southeast residential areas, including the project site which is located in a single-family residential area that does not contain high traffic-generating land uses. The project is estimated to generate 484 average daily trips, including 30 during the AM peak hour and 37 during the PM peak hour.

The increase in traffic on the roadway represents less than five percent of the total roadway capacity. Furthermore, the traffic analysis prepared for the project concluded that under existing, existing plus project, background, and background plus project conditions, study intersections will operate at an acceptable level of service (i.e., LOS D or better) with study intersections continuing to operate at LOS A or LOS B with the addition of project generated traffic. Additionally, the project is located in an area supporting alternatives to automobile travel including bicycle, pedestrian, and transit facilities and as such would not introduce a conflict between multiple travel modes that could result in unsafe conditions.

Furthermore, the project will not obstruct sight distance at the driveways and the DEIR includes Mitigation Measure TRA-4 which requires 30 feet of red curb be painted to the left of the driveway along Oddstad Boulevard to ensure on-street parking does not obstruct sight lines at the project driveway. Therefore, the project will not introduce a design feature that creates hazardous conditions.

2.3.5 RESPONSE PT-5

The comment is acknowledged. This comment is related to the merits of the project and does not address the adequacy of the EIR. No further response is required.

2.3.6 RESPONSE PT-6

The comment is acknowledged. This comment is related to the merits of the project and does not address the adequacy of the EIR. No further response is required.

3.0 MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MEASURES	METHOD OF VERIFICATION	TIMING OF VERIFICATION	RESPONSIBLE PARTY	COMPLETION (DATE/INITIAL)
AESTHETICS				
<p>AES-1: All applicable Tree Protection Recommendations set forth in the Arborist Report prepared by Traverso Tree Service on March 18, 2020, for the subject property, including, but not limited to recommendations related to protection of Monterey pines (trees 25-27) and Monterey cypress (trees 1-12, 16-20) during the pre-construction, demolition, foundation, grading, construction, and landscaping phases of the project shall be implemented. Final grading plans, construction plans, and building plans shall demonstrate that recommendations set forth in the Arborist Report have been incorporated into the final design of the project. Plans shall also demonstrate compliance with the planting size, species, and ratio recommendations set forth in the Tree Replacement Recommendation Memorandum prepared by Traverso Tree Services on June 17, 2020. Protection measures and replacement trees shall be subject to review and approval by the City of Pacifica Planning Department.</p>	<p>Review and Approval by Planning Department.</p>	<p>Prior to Issuance of Demolition, Grading, or Building Permit.</p>	<p>Applicant, Planning Department.</p>	
AIR QUALITY				
<p>AQ-1: Latest BAAQMD recommended Best Management Practices (BMPs) to control for fugitive dust and exhaust during all construction activities shall be incorporated into all demolition and construction plans to require implementation of the following:</p> <ol style="list-style-type: none"> All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. All haul trucks transporting soil, sand, or other loose material off-site shall be covered. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per 	<p>Review and Approval by Planning and Building Department.</p>	<p>Prior to Issuance of Demolition, Grading, or Building Permit.</p>	<p>Applicant, Planning Department.</p>	

MITIGATION MEASURES	METHOD OF VERIFICATION	TIMING OF VERIFICATION	RESPONSIBLE PARTY	COMPLETION (DATE/INITIAL)
<p>day. The use of dry power sweeping is prohibited.</p> <p>4. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).</p> <p>5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.</p> <p>6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.</p> <p>7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.</p> <p>8. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.</p>				
<p>AQ-2: Prior to issuance of a demolition and/or grading permit, a plan to reduce diesel particulate matter emissions by at least 60 percent shall be prepared and submitted to the City for review and acceptance. The plan shall include, but not be limited to, the following strategies:</p> <p>1. All construction equipment larger than 50 horsepower used at the site for more than two continuous days or 20 hours total shall meet U.S. EPA Tier 4 emission standards for particulate matter (PM₁₀ and PM_{2.5}), if feasible. Alternatively, the plan may include:</p> <p>a. Equipment that meets U.S. EPA emission standards for Tier 2 or 3 engines and include particulate matter emissions control equivalent to CARB Level 3 verifiable diesel emission control</p>	<p>Review and Approval by Planning and Building Department.</p>	<p>Prior to Issuance of Demolition or Grading Permit.</p>	<p>Applicant, Planning Department.</p>	

MITIGATION MEASURES	METHOD OF VERIFICATION	TIMING OF VERIFICATION	RESPONSIBLE PARTY	COMPLETION (DATE/INITIAL)
<p>devices that altogether achieve a 60 percent or greater reduction in particulate matter exhaust in comparison to uncontrolled equipment.</p> <p>b. Alternatively fueled or electric equipment.</p> <p>2. Alternatively, the applicant may develop a construction operations plan demonstrating that the construction equipment used on-site would achieve a reduction in construction diesel particulate matter emissions by 60 percent or greater. The construction operations plan shall be subject to review by an air quality expert and approved by the City prior to construction. Elements of the plan could include a combination of the following measures:</p> <ul style="list-style-type: none"> a. Use Tier 4 or alternatively fueled equipment; b. Installation of electric power lines during early construction phases to avoid use of diesel generators and compressors; c. Use of electric-powered equipment; d. Use of electric or propane/natural gas-powered forklifts and aerial lifts; e. Change in construction build-out plans to lengthen phases; f. Implementation of different building techniques that result in less diesel equipment usage. 				
BIOLOGICAL RESOURCES				
<p>BIO-1: Prior to the start of construction, a pre-construction survey shall be conducted by a qualified biologist to identify occupied San Francisco dusky-footed woodrat middens onsite. Where feasible, occupied middens shall be avoided and a minimum five (5) foot non-disturbance buffer, or as otherwise recommended by a qualified biologist, shall be established, maintained, and monitored throughout project construction. Additionally, a minimum five (5) foot non-disturbance buffer, or as otherwise recommended by a qualified biologist, shall be established between the eastern limit of proposed development activities and the densely vegetated, impenetrable hazelnut scrub habitat.</p>	<p>Survey by Biologist, Approval by Planning Department.</p>	<p>Prior to Commencement of Construction Activities.</p>	<p>Applicant, California Department of Fish and Wildlife Planning Department.</p>	

MITIGATION MEASURES	METHOD OF VERIFICATION	TIMING OF VERIFICATION	RESPONSIBLE PARTY	COMPLETION (DATE/INITIAL)
<p>BIO-2: To address potential impacts to San Francisco dusky-footed woodrats, a Relocation Plan prepared by a qualified biologist, shall be prepared and submitted to the City of Pacifica and the California Department of Fish and Wildlife for review and approval. At a minimum, the Relocation Plan shall include, but is not limited to, the following:</p> <ul style="list-style-type: none"> • Nests requiring relocation shall be dismantled by construction crews by hand and under the direct supervision of a qualified biologist. • Each member of the construction crew shall receive an environmental awareness training regarding San Francisco dusky-footed woodrat ecology and specifics of the Relocation Plan. • All material removed during nest dismantling shall be moved into the Relocation Area, as determined by the qualified biologist, and constructed into piles suitable for habitation or use as refugia. • If an active nest requires removal, the following phased dismantling protocol shall be implemented: <ul style="list-style-type: none"> ○ Remove at least 50-100% of the existing canopy cover and begin dismantling. ○ After partially dismantling the nest, leave nest alone for two to four days to allow woodrats to disperse on their own. After two to four days, continue to disassemble nest by hand. Plan to completely dismantle in two to three sessions. ○ If young are present, the construction crew and qualified biologist shall cease dismantling of the nest for 48 hours to allow the adult to move the young. If the young have been moved and the nest is vacant, nest removal may resume. • If an inactive nest (as determined by a qualified biologist) needs to be removed, it may be removed completely in one day. If woodrats are observed within or fleeing from the nest, the nest will be considered active and relocated using a phased approach. 	<p>Plan by Biologist, Review and Approval by Planning Department and CDFW.</p>	<p>Prior to Issuance of Demolition or Grading Permit.</p>	<p>Applicant, California Department of Fish and Wildlife, Planning Department.</p>	
<p>BIO-3: To offset the loss or disturbance of foraging habitat (native forbs and shrubs) for the special-status obscure bumble bee (<i>Bombus</i></p>	<p>Review and Approval by</p>	<p>Prior to Issuance of</p>	<p>Applicant, Planning</p>	

MITIGATION MEASURES	METHOD OF VERIFICATION	TIMING OF VERIFICATION	RESPONSIBLE PARTY	COMPLETION (DATE/INITIAL)
<p>caliginosus), native shrubs and herbaceous (forb) species known to benefit native bees shall be identified in a revised landscaping plan and introduced onsite. Plants known to benefit native bees shall be selected and may include but are not limited to coyote brush (<i>Baccharis pilularis</i>), sage (<i>Salvia</i> spp.), lupines (<i>Lupinus</i> spp.), various species of Lotus and Acmispon, gumplant (<i>Grindelia</i> spp.), and <i>Phacelia</i> spp. As part of the update to the landscaping plans, selected bee-friendly species and planting locations shall be confirmed by a qualified biologist in consultation with the City of Pacifica.</p>	<p>Planning Department. CDFW</p>	<p>Building Permit.</p>	<p>Department.</p>	
<p>BIO-4: In the event the construction commences during the rainy season (between October 1 and May 31), a qualified biologist shall conduct a pre-construction survey for California red-legged frog no more than five days prior to commencement of ground disturbing activities and provide recommendations for installation of exclusion fencing, as warranted. Results of the survey and recommendations for exclusion fencing shall be submitted to the City of Pacifica.</p> <p>At the recommendation of a qualified biologists and based on factors including the migration window for red-legged frog, rainfall, and inundation, exclusion fencing shall be installed. Exclusion fencing shall be inspected and maintained under the supervision of a qualified biologist.</p>	<p>Survey by Biologist, Approval by Planning Department.</p>	<p>No More than 5 Days Prior to Commencement of Ground Disturbing Activities.</p>	<p>Applicant, Planning Department.</p>	
<p>BIO-5: To avoid potential impacts to special-status bats, a qualified biologist shall conduct a pre-construction survey of all structures and trees that would be impacted by the project, no more than 15 days prior to demolition, tree removal, or commencement of ground disturbing activities. Results of the preconstruction survey shall be documented by a qualified biologist and provided to the City of Pacifica. If special-status bat species are found roosting in building or trees proposed to be removed, the biologist shall determine if there are young present (i.e., the biologist should determine if there are maternal roosts). If young are found roosting in any tree or building proposed for removal, such impacts shall be</p>	<p>Survey by Biologist, Approval by Planning Department.</p>	<p>No More than 15 Days Prior to Demolition, Tree Removal, or Commencement of Ground Disturbing Activities.</p>	<p>Applicant, Planning Department.</p>	

MITIGATION MEASURES	METHOD OF VERIFICATION	TIMING OF VERIFICATION	RESPONSIBLE PARTY	COMPLETION (DATE/INITIAL)
<p>avoided until the young are flying and feeding on their own. A non-disturbance buffer installed with orange construction fencing shall be established around maternity site. The size of the buffer zone will be determined by a qualified bat biologist at the time of detection. If adults are found roosting in a tree or building on the project site but no maternal sites are found, then the adult bats can be flushed, or a one-way eviction door can be placed over the tree cavity for a 48-hour period prior to the tree removal or building demolition. If bats or evidence of bats are detected during the pre-construction surveys, the applicant shall notify the City of Pacifica and the CDFW regarding bat eviction protocol and submit a plan for review and acceptance by the City of Pacifica and the CDFW.</p>				
<p>BIO-6: Should construction activities commence during the bird nesting season (February 1 to August 31), a pre-construction nesting bird survey shall be conducted by a qualified biologist no more than 14 days prior to the start of construction activities. Areas within 300 to 500 feet of construction shall be surveyed for active nests. Should active nests be identified, a disturbance-free buffer shall be established based on the needs of the species as set forth by CDFW and shall be maintained until a qualified biologist verifies that the nestlings have fledged, or the nest has failed. Should construction activities cease for 14 consecutive days or more within the nesting season, an additional nesting bird survey shall be required prior to resuming construction. Results of the pre-construction nesting bird survey shall be submitted to the City of Pacifica.</p>	<p>Survey by Biologist, Approval by Planning Department.</p>	<p>No More than 14 Days Prior to Ground Disturbing Activities.</p>	<p>Applicant, Planning Department.</p>	
<p>BIO-7: Indirect impacts to the seasonal wetlands and jurisdictional drainage feature shall be avoided through implementation of best management practices (BMPs) prior to earthwork. Construction exclusion zones shall be established by installing appropriate construction fencing, silt fencing, wildlife friendly hay wattles (no monofilament netting), gravel wattles, and other protective measures between project activities and the seasonal wetlands and drainage feature.</p>	<p>Inspection by Biological Monitor, Approval by Planning Department.</p>	<p>Prior to Issuance of Demolition or Grading Permit.</p>	<p>Applicant, Construction Manager, Planning Department.</p>	

MITIGATION MEASURES	METHOD OF VERIFICATION	TIMING OF VERIFICATION	RESPONSIBLE PARTY	COMPLETION (DATE/INITIAL)
<p>All non-native, invasive vegetation removed shall be discarded offsite and away from wetland areas to prevent reseeding.</p> <p>Prior to implementation of the construction project, a biological monitor shall inspect installation of BMPs to ensure proper protection of the seasonal wetlands and jurisdictional drainage feature areas are in place. BMPs shall thereafter be routinely inspected by the construction manager to ensure BMPs remain in place for the duration of construction activities. Upon completion of project construction all exclusion fencing shall be removed along with any temporary BMPs.</p>				
<p>BIO-8: A total of 0.063 acres of potential wetlands were identified in the project area. In the event that wetland plants are removed, altered, or destroyed along the edges of the concrete drainage ditch during repair/replacement of the concrete drainage ditch, the applicant shall replant these areas with native wetland plants at a 1:1 ratio to ensure continued viability of the wetlands.</p>	<p>Review and Approval by Planning Department.</p>	<p>Prior to Final Inspection.</p>	<p>Applicant, Planning Department.</p>	
<p>BIO-9: To avoid impacts to jurisdictional waters and wetlands throughout project operation, plans submitted for building permit shall be revised to include a split rail fence along the boundary between the recreational field and seasonal wetlands and concrete drainage ditch located at the southeast portion of the project site to preclude access and limit foot traffic within the drainage and wetland features.</p>	<p>Review and Approval by Planning Department.</p>	<p>Prior to Issuance of Building Permit.</p>	<p>Applicant, Planning Department.</p>	
CULTURAL AND TRIBAL CULTURAL RESOURCES				
<p>C/TCUL-1: Prior to commencement of ground-disturbing activities, project supervisors, equipment operators, and other members of the construction team overseeing or conducting ground-disturbing activities shall receive one or more preconstruction Cultural Awareness Trainings by a Secretary of Interior-qualified archaeologist. The Training shall educate and familiarize supervisors, contractors, and equipment operators with the potential to encounter archaeological resources, the types of archaeological material that could be encountered, and</p>	<p>Training Conducted by Archaeologist.</p>	<p>Prior to Commencement of Ground Disturbing Activities.</p>	<p>Applicant, Construction Team, Planning Department.</p>	

MITIGATION MEASURES	METHOD OF VERIFICATION	TIMING OF VERIFICATION	RESPONSIBLE PARTY	COMPLETION (DATE/INITIAL)
<p>procedures to follow if archaeological deposits and/or artifacts are encountered during construction.</p>				
<p>C/TCUL-2: In the event that an archaeological deposit is encountered during ground-disturbing activities, all work within 50-feet of the discovery shall be redirected until a Secretary of Interior-qualified archaeologist is retained to inspect the material and provide recommendations for appropriate treatment of the resource pursuant to regulations and guidelines set forth in the California Environmental Quality Act, including the involvement of Native American monitors if a prehistoric archaeological resource is identified. If avoidance of the archaeological resource is not feasible, the archaeological resource shall be evaluated for its eligibility for listing in the California Register of Historic Resources. In the event that archaeological resources are identified as eligible for listing on the CRHR, recommendations for proper treatment and handling shall be identified by the qualified archaeologist including, but not be limited to, avoidance or excavation in accordance with the Secretary of Interior's Standards and Guidelines for Archaeological Documentation, which may include data recovery using standard archaeological field methods and procedures; laboratory and technical analyses of recovered archaeological materials; preparation of a report detailing the methods, findings, and significance of the archaeological site and associated materials; and accessioning of archaeological materials and a technical data recovery report at a curation facility. Upon completion of the assessment, the archaeologist shall prepare a report to document the methods and results of the assessment. The report shall be submitted to the project applicant and the Northwest Information Center.</p>	<p>Construction Team with Cultural Awareness Training. Observation by Native American Monitor. Evaluation by Archaeologist. Planning Department Required to be Notified of Any Discovery.</p>	<p>During Ground Disturbing Activities.</p>	<p>Applicant, Construction Team, Planning Department.</p>	
<p>C/TCUL-3: In the event that human remains are encountered during ground-disturbing activities, all work must stop within 100-feet of the discovery area, the area shall be secured to prevent further disturbance, and the San Mateo County Coroner shall be notified immediately. The</p>	<p>Construction Team with Cultural Awareness</p>	<p>During Ground Disturbing Activities.</p>	<p>Applicant, Construction Team, Planning</p>	

MITIGATION MEASURES	METHOD OF VERIFICATION	TIMING OF VERIFICATION	RESPONSIBLE PARTY	COMPLETION (DATE/INITIAL)
<p>Coroner will determine if the remains are precontact period Native American remains or of modern origin, and if any further investigation by the coroner is warranted. If the remains are believed to be precontact period Native American, the Coroner shall contact the Native American Heritage Commission (NAHC) by telephone within 24-hours. The NAHC will immediately notify the person believed to be the most likely descendant (MLD) of the remains. The MLD has 48-hours to make recommendations to the landowner for treatment or disposition of the human remains. If the MLD does not make recommendations within 48-hours, the landowner shall reenter the remains in an area of the property secure from further disturbance. If the landowner does not accept the descendant's recommendations, the owner or the descendant may request mediation by NAHC. An archaeologist should also be retained to evaluate the historical significance of the discovery, the potential for additional remains, and to provide further recommendations for treatment of the site in coordination with the MLD.</p>	<p>Training. Archaeologist evaluation. Planning Department Required to be Notified of Any Discovery.</p>		<p>Department.</p>	
<p>GEOLOGY AND SOILS</p>				
<p>GEO-1: All applicable recommendations set forth in the Design Level Geotechnical Investigation prepared by Rockridge Geotechnical on August 20, 2020, for the subject property, including, but not limited to recommendations related to grading, drainage, excavation, foundations systems, and compaction specifications shall be implemented. Final grading plan, construction plans, and building plans shall demonstrate that recommendations set forth in the geotechnical reports have been incorporated into the final design of the project and to the satisfaction of the City of Pacifica City Engineer.</p>	<p>Review and Approval by Public Works and Building Department.</p>	<p>Prior to Grading and Building Permit Issuance.</p>	<p>Applicant, Public Works Department, Planning Department.</p>	
<p>GEO-2: Upon submittal of grading and drainage plans, the applicant shall demonstrate compliance with applicable requirements of Title 6, Chapter 12 (Stormwater Management and Discharge Control) of the City of Pacifica Municipal Code. Plans shall include identification of appropriate best</p>	<p>Review and Approval by Public Works Department.</p>	<p>Prior to Demolition, Grading, and Building Permit</p>	<p>Applicant, Public Works Department.</p>	

MITIGATION MEASURES	METHOD OF VERIFICATION	TIMING OF VERIFICATION	RESPONSIBLE PARTY	COMPLETION (DATE/INITIAL)
<p>management practices (BMPs) to prevent the discharge of construction wastes or contaminants from construction materials, tools, equipment, stockpiles, or exposed soil from entering the City storm water system or watercourses. Plans shall also demonstrate compliance with stormwater treatment requirements set forth in NPDES Permit No. CAS612008.</p>		<p>Issuance.</p>		
<p>GEO-3: In the event that paleontological resources, including individual fossils or assemblages of fossils, are encountered during construction activities, all ground disturbing activities shall halt, and a qualified paleontologist shall be procured to evaluate the discovery and make treatment recommendations.</p>	<p>Review and Coordination between Applicant and Planning Department.</p>	<p>During Ground Disturbing Activities</p>	<p>Applicant, Construction Team, Planning Department.</p>	
<p>GREENHOUSE GAS EMISSIONS</p>				
<p>GHG-1: Prior to issuance of a demolition and/or grading permit, a GHG reduction plan shall be prepared and submitted to the City for review and acceptance. The plan shall, at a minimum demonstrate that the project will use at least 10 percent local building materials and will reuse/recycle at least 50 percent construction waste and demolition material. In the event that these measures are not feasible, the plan shall identify suitable replacement measures aimed at reducing GHG emissions reductions.</p>	<p>Review and Approval by Planning and Building Departments.</p>	<p>Prior to Demolition or Grading Permit Issuance.</p>	<p>Applicant, Planning Department.</p>	
<p>HAZARDS AND HAZARDOUS MATERIALS</p>				
<p>HAZ-1: Prior to demolition of the existing structures an asbestos survey shall be performed by a licensed asbestos inspector to identify all asbestos-containing materials (ACM) and lead-based paint (LBP). The survey shall adhere to sampling protocols outlined by the Asbestos Hazard Emergency Response Act (AHERA) and shall incorporate the findings of the survey into a report to be submitted to the City. In the event that such substances are found, the report shall include appropriate removal and disposal protocols subject to requirements set forth by the Occupational Safety and Health Administration (OSHA) AHERA requirements, lead standard contained in 29 CFR 1910.1025 and 1926.62, and any other local,</p>	<p>Survey by Asbestos Inspector. Review by Building Department.</p>	<p>Prior to Demolition Permit Issuance</p>	<p>Applicant, Planning Department.</p>	

MITIGATION MEASURES	METHOD OF VERIFICATION	TIMING OF VERIFICATION	RESPONSIBLE PARTY	COMPLETION (DATE/INITIAL)
<p>state, or federal regulations. Treatment, handling, and disposal of these materials shall be performed by qualified professionals in accordance with applicable federal and state regulations.</p> <p>HAZ-2: Upon submittal of a building permit the applicant shall submit a site-specific Vegetation Management Plan for review and approval by the City of Pacifica and the North County Fire Authority. The Plan shall:</p> <ol style="list-style-type: none"> 1. Remove all vegetation within the site listed on the San Mateo County list of "Fire Prone (Pyrophytic) Plants" except for isolated specimen plants. <ol style="list-style-type: none"> a. Existing isolated or newly planted specimens shall meet the vertical and horizontal spacing guidelines. 2. Maintain and plant all trees and shrubs to the specifications identified in 'Plant and Tree Spacing', 'Vertical Spacing', and 'Horizontal Spacing' as outlined in the Plan "Fire Safe Landscaping" guide. <ol style="list-style-type: none"> a. An evaluation of slope implications shall be reflected when determining the landscape. b. All plantings shall be from the Plan "Firescaping with Native Plants" or otherwise fire resistive plantings. 3. Maintain an ember zone of 5 feet around all buildings pursuant to CGC 51182 (5)(1), (2) within the Project. <ol style="list-style-type: none"> a. The ember zone be maintained on a minimum monthly basis. 4. Maintain all landscaping and vegetation on the Project site on a regular basis as part of a regular landscape maintenance program. <ol style="list-style-type: none"> a. All vegetation shall be irrigated as needed to maintain the vegetation. 	<p>Review and Approval by Planning Department and North County Fire Authority.</p>	<p>Prior to Building Permit Issuance.</p>	<p>Applicant, Planning Department, North County Fire Authority.</p>	
<p>NOISE</p> <p>NOI-1: Construction activities shall comply with the following best management practices to minimize noise levels from the proposed development:</p> <ul style="list-style-type: none"> • Construction will be limited to the hours of 7:00 a.m. to 7:00 p.m. 	<p>Review and Approval by Planning Department.</p>	<p>During Construction.</p>	<p>Applicant, Construction Team, Planning</p>	

MITIGATION MEASURES	METHOD OF VERIFICATION	TIMING OF VERIFICATION	RESPONSIBLE PARTY	COMPLETION (DATE/INITIAL)
<p>Monday through Friday and 9:00 a.m. to 5:00 p.m. on Saturdays and Sundays. Any work outside of these hours by the construction contractors should require a special permit from the City Engineer. There should be compelling reasons for permitting construction outside of these designated hours.</p> <ul style="list-style-type: none"> • The contractor shall use “new technology” power construction equipment with state-of-the-art noise shielding and muffling devices. All internal combustion engines used on the project site shall be equipped with adequate mufflers and shall be in good mechanical condition to minimize noise created by faulty or poorly maintained engines or other components. • Staging areas and stationary noise-generating equipment shall be located as far as possible from noise-sensitive receptors, such as residential uses (a minimum of 200 feet). • Ensure that generators, compressors, and pumps are housed in acoustical enclosures. • Locate cranes as far from adjoining noise-sensitive receptors as possible. • During final grading, substitute graders for bulldozers, where feasible. • Wheeled heavy equipment are quieter than track equipment and should be used where feasible. • Substitute nail guns for manual hammering and electrically powered tools for noisier pneumatic tools, where feasible. • The adjacent residences shall be notified early and frequently of the construction activities. • A “noise disturbance coordinator” shall be designated to respond to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaints (e.g., beginning work too early, bad muffler, etc.) and institute reasonable measures warranted to correct the problem. A telephone number for the disturbance coordinator would be conspicuously posted at the 			Department.	

MITIGATION MEASURES	METHOD OF VERIFICATION	TIMING OF VERIFICATION	RESPONSIBLE PARTY	COMPLETION (DATE/INITIAL)
<p>construction site.</p>				
<p>TRANSPORTATION AND TRAFFIC</p>				
<p>TRA-1: Upon submittal of plans for building permit, the applicant shall submit a list of Transportation Demand Management (TDM) strategies to be implemented district-wide. TDM strategies shall be clearly defined in terms of location, extent, timing, and responsibility for implementation. Strategies may include, but are not limited to the following:</p> <ul style="list-style-type: none"> • Safe Routes to School. Pursue grants to fund pedestrian and bicycle improvements around Pacifica School District schools to increase safety for students and staff walking and bicycling. • Install Bike Racks. Identify Pacifica School District schools where more bicycle racks are needed. Once identified, install as needed. • Install e-bike Charging Stations. Install e-bike charging systems in secure bike parking facilities at Pacifica School District schools. • Samtrans Flex Services. Continue to partner with Samtrans to establish fixed-route services to Pacifica School District schools. Coordinate with Samtrans on possible flex services (such as dial-a-ride) to serve schools with lower demand. • Shuttle Services. Partner with the Jefferson Union School District to fund shuttle services to Pacifica schools. 	<p>Review and Approval by Planning Department.</p>	<p>Prior to Building Permit Issuance.</p>	<p>Applicant, Planning Department.</p>	
<p>TRA-2: To promote electric vehicle ownership and reduce GHG emissions associated with vehicles traveling to and from the site, install electric vehicle (EV) charging infrastructure and equipment as required by the 2022 California Building Standards Code and any City of Pacifica local amendments thereto.</p>	<p>Review and Approval by Planning Department.</p>	<p>Prior to Building Permit Issuance.</p>	<p>Applicant, Planning Department.</p>	

MITIGATION MEASURES	METHOD OF VERIFICATION	TIMING OF VERIFICATION	RESPONSIBLE PARTY	COMPLETION (DATE/INITIAL)
<p>TRA-3: To maintain adequate sight lines at the project driveways, signage and landscaping introduced onsite within close proximity of the driveways shall be maintained such that low-lying shrubs remain at a height lower than three feet from ground level and that tree branches be no less than seven feet in height from ground level. The applicant shall be responsible for maintaining adequate sight lines from the project driveways.</p>	<p>Review and Approval by Planning Department.</p>	<p>Prior to Final Inspection.</p>	<p>Applicant, Planning Department.</p>	
<p>TRA-4: Parking shall be prohibited south of the project driveway along Oddstad Boulevard for a distance of at least 30 feet. To ensure parking does not occur in this area, curbs shall be painted red subject to review and approval by the Pacific Fire Department.</p>	<p>Review and Approval by Planning Department and Fire Department.</p>	<p>Prior to Building Permit Issuance, and Prior to Final Inspection.</p>	<p>Applicant, Planning Department, Fire Department.</p>	

EXHIBIT C

Conditions of Approval

Conditions of Approval: File No. 2020-009 – Development Agreement DA-3-20, Rezoning RZ-205-20, Development Plan DP-81-20, Specific Plan SP-173-20, Tentative Subdivision Map SUB-248-20, and Heritage Tree Removal Authorization for construction of a residential development consisting of 70 Multi-Family Residential Dwelling units at 930 Oddstad Boulevard (APN 023-672-600)

Planning Commission Meeting of March 20, 2023

Planning Division of the Planning Department

1. Development shall be substantially in accord with the plans entitled “Pacifica School District Workforce Housing” dated November 2, 2022, except as modified by the following conditions.
2. The Applicant shall incorporate all mitigation measures as detailed in the Mitigation Monitoring and Reporting Program (MMRP).
3. The effective date of the Specific Plan SP-173-20, Tentative Subdivision Map SUB-248-20 and Heritage Tree Removal Authorization (the “Development Permits”) shall be the latest effective date of approval of the ordinances adopted by the City Council of the City of Pacifica to approve Rezoning RZ-205-20, Development Plan DP 81-20, and Development Agreement DA-3-20 (collectively the “Legislative Approvals”). The Development Permits shall have no force or effect until, and their terms of approval shall begin on, the latest effective date of any of the Legislative Approvals.
4. Except as otherwise provided in Development Agreement DA-3-20, consistent with section 65863.9 of the Government Code regulating expiration dates of local agency permits issued in conjunction with a vesting tentative parcel map, and consistent with section 10-1.606 which refers to section 10-1.411 of the Pacifica Municipal Code governing expiration of vesting tentative subdivision maps for five or more parcels, the vesting tentative subdivision map and related development permits are valid for a period of 24 months from the date of final determination. If the final subdivision map is not recorded within such period of time, the approvals shall expire unless Applicant submits a written request for an extension and applicable fee not less than 30 days prior to the expiration date of the vesting tentative map in the manner required by section 10-1.412 of the Pacifica Municipal Code. Any extension of the term of the vesting tentative map shall be deemed also to extend the term of the related development permits.
5. Except as otherwise provided in Development Agreement DA-3-20, the development permits approved in conjunction with the vesting tentative subdivision map shall be valid for a period of two years from the date of recordation of the final subdivision map. If the use or uses approved is/are not established within such period of time, the approval(s) shall expire unless Applicant submits a written request for an extension and applicable fee prior to the expiration date, and the Planning Director or Planning Commission approves the extension request as provided below. The Planning Director may administratively grant a single, one year extension provided, in the Planning Director’s sole discretion, the circumstances considered during the initial Project approval have not materially changed. Otherwise, the Planning Commission shall consider a request for a single, one year extension.

In the event of litigation filed to overturn the City's determination on the vesting tentative subdivision map or development permits, the expiration of the vesting tentative subdivision map and related development permits may be tolled during the pendency of such litigation as provided in state law, including but not limited to section 66452.6(c) of the Government Code.

6. The Applicant shall indemnify, defend and hold harmless the City, its Council, Planning Commission, advisory boards, officers, employees, consultants and agents (hereinafter "City") from any claim, action or proceeding (hereinafter "Proceeding") brought against the City to attack, set aside, void or annul the City's actions regarding any development or land use permit, application, license, denial, approval or authorization, including, but not limited to, a development agreement, variances, use permits, developments plans, specific plans, general plan amendments, zoning amendments, approvals and certifications pursuant to the California Environmental Quality Act, and/or any mitigation monitoring program, or brought against the City due to actions or omissions in any way connected to the Applicant's Project ("Challenge"). City may, but is not obligated to, defend such Challenge as City, in its sole discretion, determines appropriate, all at Applicant's sole cost and expense. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and costs of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Applicant, City, and/or parties initiating or bringing such Proceeding. If the Applicant is required to defend the City as set forth above, the City shall retain the right to select the counsel who shall defend the City. Per Government Code Section 66474.9, the City shall promptly notify Applicant of any Proceeding and shall cooperate fully in the defense.
7. The approval letter issued by the City, all conditions of approval attached thereto, and the Mitigation Monitoring and Reporting Program (MMRP) shall be included as plan sheets within all plan sets submitted to the City as part of any building permit or grading permit application.
8. Prior to issuance of a building permit, Applicant shall clearly indicate compliance with all conditions of approval on the plans and/or provide written explanations to the Planning Director's satisfaction.
9. Exterior lighting shall include buffering techniques to reduce light and glare impacts to adjacent properties to the satisfaction of the Planning Director.
10. Prior to issuance of a building permit, Applicant shall ensure the Project complies with all requirements of Development Plan DP-81-20 and Specific Plan SP-173-20.
11. All trash and recycling materials, if stored outdoors, shall be fully contained, and screened from public view within an approved enclosure. The enclosure design shall be consistent with the adjacent and/or surrounding building materials, and shall be sufficient in size to contain all trash and recycling materials, as may be recommended by Recology of the Coast. Trash enclosure and dumpster areas shall be covered and protected from roof and surface drainage. Prior to the issuance of a building permit, Applicant shall provide construction details for the enclosure for review and approval by the Planning Director.
12. All transformers, HVAC units, backflow preventers and other ground-mounted utility

equipment shall be shown on the landscape and irrigation plans and shall be located out of public view and/or adequately screened through the use or combination of walls or fencing, berming, painting, and/or landscaping, to the satisfaction of the Planning Director.

13. Prior to issuance of a building permit, Applicant shall demonstrate that the lot on the Project site was subdivided into three lots to the satisfaction of the Planning Director.
14. All vents, gutters, downspouts, flashing, and conduits shall be painted to match the colors of adjacent building surfaces. In addition, any mechanical or other equipment such as HVAC attached to or protruding from the building shall be appropriately housed and/or screened to the Planning Director's satisfaction.
15. Applicant shall maintain its site in a fashion that does not constitute a public nuisance and that does not violate any provision of the Pacifica Municipal Code.
16. Prior to the issuance of a building permit, Applicant shall submit a final landscape plan for approval by the Planning Director. The landscape plan shall show each type, size, and location of plant materials, as well as the irrigation system. Landscaping materials included on the plan shall be coastal compatible, drought tolerant and shall be predominantly native, and shall include an appropriate mix of plantings including. All landscaping shall be completed consistent with the final landscape plans prior to occupancy. In addition, the landscaping shall be maintained as shown on the landscape plan and shall be designed to incorporate efficient irrigation to reduce runoff, promote surface filtration, and minimize the use of fertilizers, herbicides, and pesticides. Landscaping on the site shall be adequately maintained in a healthful condition and replaced when necessary as determined by the Planning Director.
17. Prior to the recordation of the Final Map, Applicant shall enter into a Below Market Rate (BMR) Housing Unit Affordability Agreement ("Affordability Agreement") with City, in a form approved by the Planning Director and City Attorney. The Affordability Agreement shall provide, among other things that: (1) Applicant will develop and rent 11 its units as BMR units at an affordable rent; (2) the BMR units shall meet the size and design requirements set forth in Pacifica Municipal Code Section 9-4.4705; (3) rental BMR units shall remain available at an affordable rent to an eligible household for a minimum of 55 years; (4) the development and rent of the BMR units otherwise meets the requirements of Article 47 of Chapter 4 of Title 9 of the Pacifica Municipal Code ("City of Pacifica Below Market Rate (Inclusionary) Program") and the terms of the Development Agreement; and (5) Applicant will be responsible for the City's administrative costs associated with compliance with the Affordability Agreement. The Affordability Agreement must be recorded against the property prior to or concurrently with the recordation of the Final Map.
18. All outstanding and applicable fees associated with the processing of this Project shall be paid prior to the issuance of a building or grading permit.

Building Division of the Planning Department

19. The Project shall require review and approval of a grading permit and a building permit prior to commencement of any construction activities.

20. Each unit shall be required to provide separate energy calculations and independent solar systems, except where a centralized system(s) may be approved by the Building Official.

Engineering Division of Public Works Department

21. The City Council of the City of Pacifica will need to accept offer of easements for Emergency Vehicle Access and Public Use Access prior to the filing of a final subdivision map.
22. Should the Applicant desire to record the final map prior to completion and acceptance of improvements, Applicant may enter into a Subdivision Improvement Agreement with the City of Pacifica to construct all on-site and off-site improvements, as depicted on the approved Tentative Map and any conditions and mitigations imposed on this Project, prior to approval of the final map and all necessary fees and bonds associated with this agreement, including applicable Park Land Dedication fees as determined by the Planning Director, shall be paid by the applicant.
23. Should the Applicant desire to record the final map prior to completion and acceptance of improvements, a bond in an amount determined by the City Engineer must be provided. The bond maybe in the form of cash, instrument of credit or surety bond. In addition, an improvement agreement shall be executed to guarantee that the work will be done in accordance with the approved plans.
24. Prior to the execution of the Subdivision Improvement Agreement, Applicant shall submit to Engineering Division the construction plans and necessary reports and engineering calculations for all on-site and off-site improvements to the satisfaction of the City Engineer. Such plans and reports shall include but not limited to:
 - A. All plans and reports must be signed and stamped by a California licensed professional.
 - B. Plan, profile and cross sections of the proposed driveways. The proposed driveway shall not exceed the maximum grade of 18 percent.
 - C. Curb ramps on both sides of the driveways.
 - D. Design Geotechnical Report analyzing the proposed on-site and off-site improvements including but not limited to the driveways and retaining wall.
 - E. All site improvements including utilities and connections to existing mains must be designed according to the City Standards and to the satisfaction of the City Engineer.
25. Prior to approval of the final map, the Applicant shall verify that all public and private utilities have been provided to serve the subdivision. Approvals and/or agreements shall be obtained from all utilities.
26. The form, contents, submittal, approval, and filling of a final subdivision map (or final parcel map) shall conform to the following:
 - A. Surveys required. An accurate and complete survey of the land to be subdivided shall be made by a registered civil engineer or licensed land surveyor. All monuments, property lines, and center lines of streets, alleys, and easements adjoining or within the subdivision shall be tied into the survey. The allowable error of closure on any portion of the parcel map shall not exceed 1/10,000 for field closures and 1/20,000 for calculated closures.
 - B. Forms and contents. The form and contents of the parcel map shall conform to the final

map form and contents requirements of Pacifica Municipal Code Section 10-1.504 and Pacifica Municipal Code Section 10-1.505 of, except for subsection (6) of subsection (c).

- C. Preliminary submittal. The subdivider shall submit prints of the parcel map to the City Engineer for checking. The preliminary prints shall be accompanied by copies of the data, plans, reports, and documents required for final maps by Pacifica Municipal Code Section 10-1.506.
 - D. Review and approval by the City Engineer. The City Engineer shall review the parcel map, and the subdivider's engineer shall make corrections and/or additions until the map is acceptable to the City Engineer. The subdivider's engineer shall submit the original tracing of the map, corrected to its final form and signed by all parties required to execute the certificates on the map, to the City Engineer. The City Clerk or his or her authorized agent shall transmit the approved parcel map directly to the County Clerk for transmittal to the County Recorder.
27. City Council approval shall be required prior to recording a final map.
28. The improvements shall be consistent with the plans approved by, and to the satisfaction of the City Engineer and the Conditions of Approval. All construction shall meet the latest California Building Code, California Fire Code, City of Pacifica Municipal Code and the City Standard Specifications and Drawings. Securities for all required improvements, and applicable fees and charges, shall be submitted prior to permit issuance. The applicant shall obtain all required permits before commencing work. All required improvements shall be constructed at no cost to the City except where specifically agreed to by the City under the provisions of a written agreement. Grading and improvement plan review and approval by the City Engineer are required before any City Permit is issued. The improvement plans shall include details for on-site and off-site improvements for vehicular and pedestrian access, parking, traffic signs and markings, utility service connections, modifications and extension of the City's sewer, storm drain, safety lighting, landscaping, and other public service and common facilities. All utility services shall be underground unless otherwise approved. Said improvements shall conform to City of Pacifica and affected Agency's standards.
29. Prior to issuance of a building permit, Applicant shall provide runoff calculations for review and approval by the City Engineer verifying that post-development stormwater runoff from the site does not exceed the pre-development stormwater runoff. Additional stormwater runoff generated from the design storm as a result of this development shall be retained on-site.
30. All stormwater retention, stormwater treatment, or other stormwater best management practice (BMP) improvements shall be located outside of the public right-of-way and maintained by the property owner. All privately owned and maintained improvements shall be located outside of the public right-of-way except as permitted by the City Engineer pursuant to an approved encroachment permit.
31. The Project's electrical transformer shall not be installed within the public right-of-way.
32. The Applicant shall repair and/or replace additional areas of street pavement, sidewalk, curb, and gutter, street lights, manhole, catch basins, or any other public infrastructure within the right-of-way damaged by construction activities associated with the project (utility installation, etc.) as required by the City Inspector during construction.

33. Prior to issuance of a building permit, Applicant shall provide verification, in writing, that the joint trench design has been reviewed and approved by each utility company if required.
34. Prior to issuance of a building permit, Applicant shall provide “will serve letters” from North Coast County Water District for water service and from Pacific Gas and Electric Company (PG&E) for electric service.
35. Concurrent with each demolition, grading and drainage permit submittal or as a part of the Site Improvement Plan package, the Applicant shall prepare a dust control plan for review and approval by the City Engineer. The plan shall conform to the City Standards and comply with the requirements of the Bay Area Air Quality Management District (BAAQMD) Best Management Practices for dust control. The Applicant shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The identified person shall respond and take corrective action within 48 hours.

Wastewater Division of Public Works Department

36. Irrigation and sprinkler systems shall not drain into sanitary sewer system.
37. Trash enclosure shall be shown on plans to have a roof and berm around enclosure to prevent rainwater from entering the sanitary sewer system.
38. All sanitary sewer system connections shall be shown on the building permit plans to connect to the main line sewer on Oddstad Boulevard.
39. All proposed sewer lines up to the connection to the existing mainline shall be privately maintained.

North County Fire Authority (NCFA)

40. Fire sprinkler system is required. Submit plans to NCFA under separate fire permit.
41. Approval of Alternative Methods and Materials shall be required for the Project. Applicant shall submit a request form and fee for NCFA review and approval prior to issuance of a building permit.
42. Prior to issuance of a building permit, Applicant shall provide fire flow information per California Fire Code (CFC), Appendix B.
43. Fire extinguishing/hood system is required. Submit plans to NCFA under separate fire permit.
44. Fire alarm system is required. Submit plans to NCFA under separate fire permit.
45. Fire alarm system shall be monitored, per CFC.
46. Key Box is required. Apply for approved hardware at NCFA Administration.

47. Portable fire extinguishers(s) are required. Mount fire extinguishers 3-5 feet above floor.
48. Illuminated address identification is required.
49. Utility identification is required.
50. Doors shall be easily openable in one motion without special knowledge, key or effort per California Building Code (CBC). Use of thumb operated deadbolts prohibited unless integrated with latch.
51. Illuminated exit signs and emergency egress illumination is required.
52. Prior to issuance of a certificate of occupancy, Applicant shall demonstrate to the satisfaction of the Fire Chief that Emergency Responder Radio Coverage is provided as required by CFC Section 510.

Conditions of Approval added by the Planning Commission on March 20, 2023

53. Prior to issuance of a building permit, Applicant shall add articulation to the façade of Building C2 such as a trellis feature, window planter box, or other articulation acceptable to the Planning Director.
54. Prior to final map approval, Applicant shall revise Sheet C7.0 and any other sheet of the vesting tentative parcel map to ensure that the emergency vehicle access easement (EVAE) includes the entirety of the fire access turnaround to the satisfaction of the City Engineer and Fire Chief.
55. Prior to issuance of a building permit, Applicant shall revise Sheet A4.0 of the Project plans to incorporate standing seam metal roofs on the community amenity buildings.

END

EXHIBIT D

**Development Agreement DA-3-20 as Recommended for Approval by the Planning Commission on
March 20, 2023**

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Pacifica
City Clerk's Office
540 Crespi Drive
Pacifica, CA 94044
Attn: City Clerk

Record Without Fee
*Pursuant to Government Code
Section 27383*

Space Above Reserved for Recorder's Use Only

DEVELOPMENT AGREEMENT

(DA-3-20, File No. 2020-009)

BY AND BETWEEN

CITY OF PACIFICA

AND

PACIFICA SCHOOL DISTRICT

Effective Date: _____

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DEVELOPMENT AGREEMENT (DA-_____)

This Development Agreement (“**Agreement**”), dated as of the Effective Date, is entered into by and between the City of Pacifica, a California municipal corporation (“**City**”) and Pacific School District, a California school district (“**District**”). District and City may be referred to individually in this Agreement as a “**Party**” and collectively as the “**Parties**.”

R E C I T A L S

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs and risks of development, the Legislature of the State of California enacted section 65864 *et seq.* of the Government Code (“**Development Agreement Statute**”) which authorizes a city and a school district having a legal or equitable interest in real property to enter into a binding, long-term development agreement establishing certain development rights in the property.

B. In accordance with the Development Agreement Statute, the City Council of the City of Pacifica enacted Pacifica Municipal Code (“**PMC**”) section 9-4.5001 *et seq.* (“**Development Agreement Regulations**”), which authorize the execution of development agreements and set forth the required contents and form of those agreements. The provisions of the Development Agreement Statute and the City’s Development Agreement Regulations are collectively referred to herein as the “**Development Agreement Law**.”

C. District is the owner of that certain real property located at 930 Oddstad Boulevard, in the City of Pacifica, also known as Assessor’s Parcel Number 023-672-600, and described in Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”).

D. District has submitted applications to the City for a Rezoning (RZ-205-20), Development Agreement (DA-3-20), Development Plan (DP-81-20), Specific Plan (SP-173-20), Vesting Tentative Parcel Map (SUB-248-20), and Heritage Tree Removal Authorization for the development of seventy (70) residential housing units, residential amenity buildings and improvements, circulation improvements, open space and landscaping, and recreational fields and amenities, attached hereto and incorporated herein by reference (the “**Project**”).

E. The Project is proposed to be developed in two phases. Phase 1 generally consists of four (4) residential buildings consisting of forty-five (45) units, three (3) amenity buildings, circulation and other improvements, and retention of and improvements to existing recreational fields, (“**Phase 1**”). Phase 2 generally consists of three (3) residential buildings consisting of twenty-five (25) units, and circulation and other residential amenities (“**Phase 2**”). The improvements to the existing recreational fields in Phase 1 consist of drainage improvements, natural turf repairs, parking lot sealing/stripping, and basketball hoop installation (all located on Lot 1), as described in more detail in Exhibit B, attached hereto and incorporated herein by this reference (“**Parkland Improvements**”). The following two buildings are also in Phase 1, and more particularly described in Exhibit B: (1) the residents’ common amenity building to be constructed on a portion of Lot 2 (that is immediately adjacent to Lot 1), which includes a snack window/kiosk and covered picnic area that will serve the public and community groups under

terms and conditions described herein ("**Residents' Commons Building**"); and (2) a restroom structure on Lot 2 (that is immediately adjacent to Lot 1), which includes new restrooms/changing rooms that will be used in conjunction with the Parkland Improvements ("**Recreation Restroom**").

F. In order to satisfy the parkland dedication requirements of the Project, District shall maintain and operate that 4.99-acre portion ("Lot 1") of the Property depicted in Exhibit C, attached hereto and incorporated herein by reference, and the Parkland Improvements to be constructed thereon, for public use for a period of at least twenty (20) years ("**Recreation Site**"). The Recreation Site consists of 1.4-acres that would have been required to be dedicated ("**Dedication Acreage**") and an additional 3.59 acres of parkland and recreational property ("**Additional Parkland**"). After the initial 20-year public use period of the Recreation Site, the Parties have agreed that District may withdraw the Additional Parkland from public use on the terms set forth herein.

G. City and District have reached mutual agreement on the terms of this Agreement and desire to voluntarily enter into this Agreement to facilitate development of the Project subject to the conditions and requirements set forth herein.

H. Pursuant to the California Environmental Quality Act ("**CEQA**") (Public Resources Code section 21000 et seq.), an Environmental Impact Report ("**EIR**") has been prepared and adopted for the Project. As required by CEQA, the City has certified the EIR, and adopted written findings and a Mitigation Monitoring and Reporting Program ("**MMRP**") on _____, pursuant to Resolution No. _____.

I. Prior to or concurrently with approval of this Agreement, the City will take numerous actions in connection with the approval of the Project on the Property. The approvals and development actions described herein are collectively referred to as the "**Existing Approvals**": (1) Rezoning; (2) Development Plan; (3) Specific Plan, (4) Vesting Tentative Parcel Map, and (5) Heritage Tree Removal Authorization.

J. City has given the required notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to Government Code section 65867 and PMC section 9-4.5006. The City has reviewed and evaluated this Agreement in accordance with the Development Agreement Law and found that the provisions of this Agreement and its purposes are consistent with the Development Agreement Law and the goals, policies, standards and land use designations specified in the General Plan.

K. On _____ the City Council introduced Ordinance No. _____ ("**Enacting Ordinance**") approving this Agreement and authorizing its execution, and adopted that Ordinance on _____.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other valuable consideration, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions.

“*Additional Parkland*” is defined in Recital F.

“*Additional Parkland Site*” is defined in Section 5.1.3.1.

“*Agreement*” shall mean this Development Agreement between City and District, including all Exhibits hereto.

“*Applicable Law*” is defined in Section 3.2.

“*Assignee*” is defined in Section 10.1.

“*Assignment*” is defined in Section 10.1.

“*Board of Trustees*” means the Board of Trustees of the Pacifica School District.

“*Bona Fide District Use*” is defined in Section 5.1.3.

“*CEQA*” means the California Environmental Quality Act, California Public Resources Code section 21000, *et seq.*, as amended from time to time.

“*CEQA Guidelines*” means the State CEQA Guidelines (California Code of Regulations, Title 14, section 15000, *et seq.*), as amended from time to time.

“*Changes in the Law*” is defined in Section 3.7.

“*City*” means the City of Pacifica, a municipal corporation.

“*City Council*” means the City Council of the City of Pacifica.

“*City Manager*” means City’s City Manager or his or her designee.

“*City Parties*” means and includes City and its elected and appointed officials, officers, employees, attorneys, contractors and representatives.

“*Claims*” means liabilities, obligations, orders, claims, damages, fines, penalties and expenses, including attorneys’ fees and costs.

“*Commence Construction*” shall be deemed to have occurred when the District has begun vertical construction as evidenced by an approved foundation City inspection.

“*Connection Fees*” means those fees charged by City on a citywide basis or by a utility provider to utility users as a cost for connecting water, sanitary sewer, and other applicable utilities, except for any such fee or portion thereof that constitutes an Impact Fee, as defined below.

“Dedication Acreage” is defined in Recital F.

“Dedication Site” is defined in Section 5.1.3.1.

“Default” is defined in Section 12.1.

“Development Agreement Law” is defined in Recital B.

“Development Agreement Regulations” is defined in Recital B.

“Development Agreement Statute” is defined in Recital A.

“District” means the Pacifica School District, and its permitted successors and assigns.

“District CBO” means the individual who serves as the Chief Business Officer for the District or his or her designee.

“District Superintendent” means the individual who serves as the Superintendent of Schools for the entire District or his or her designee.

“District’s Development Manager” means the individual or company that District appoints to serve as its development phase authorized representative, collaborating with the District in planning and managing the overall development of the Project, overseeing its design and construction, and assisting with marketing and start-up operations. As of the Effective Date, the District’s Development Manager is Brookwood Group, Inc., a California corporation.

“District’s Property Manager” means the individual or company that District appoints to serve as its property manager and authorized representative for the leasing and on-site management for the operations of the Project or any portion thereof.

“Effective Date” means the date that this Agreement becomes effective as determined under Section 2.1.

“EIR” is defined in Recital H.

“Enacting Ordinance” refers to the Ordinance identified in Recital K.

“Exactions” means exactions that may be imposed by the City as a condition of developing the Project, including requirements for acquisition, dedication or reservation of land; and obligations to construct on-site or off-site public and private infrastructure improvements such as roadways, utilities or other improvements necessary to support the Project, whether such exactions constitute subdivision improvements, mitigation measures in connection with environmental review of the Project, or impositions made under Applicable City Regulations. For purposes of this Agreement, Exactions do not include Impact Fees.

“Existing Approvals” means and includes those permits and approvals for the Project granted by City to District as of the Effective Date as set forth in Recital I.

“General Plan” means the City of Pacifica’s General Plan, as amended from time to

time.

“Impact Fees” means the monetary amount charged by City in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of the development project or development of the public facilities related to the development project, including, any “fee” as that term is defined by Government Code section 66000(b). For purposes of this Agreement, a fee that meets both the definitions of an Impact Fee and an Exaction will be considered to be an Impact Fee.

“Litigation Challenge” is defined in Section 9.3.

“Lot 1” (the legal description for which is in Exhibit A) comprises the western portion of the Property and is that portion of the Project site for Phase 1 that is defined herein as the Recreation Site.

“Lot 2” (the legal description for which is in Exhibit A) comprises the central portion of the Property and is that portion of the Project site upon which all three amenity buildings and the four residential buildings of Phase 1 will be constructed.

“Lot 3” (the legal description for which is in Exhibit A) comprises the eastern portion of the Property and is the Project site for Phase 2 of the Project.

“Major Amendment” is defined in Section 8.2.

“Minor Amendment” is defined in Section 8.2.

“Mortgage” means any mortgage, deed of trust, security agreement, and other like security instrument encumbering all or any portion of the Property or any of the District’s rights under this Agreement.

“Mortgagee” means the holder of any Mortgage, and any successor, assignee or transferee of any such Mortgage holder.

“Municipal Code” means and refers to the City of Pacifica’s Municipal Code, as amended from time to time.

“New City Laws” means and includes any ordinances, resolutions, orders, rules, official policies, standards, specifications, guidelines or other regulations, which are promulgated or adopted by the City (including but not limited to any City agency, body, department, officer or employee) or its electorate (through their power of initiative or otherwise) after the Effective Date.

“Notice of Breach” is defined in Section 12.1.

“Other Agency Fees” is defined in Section 4.3.

“Other Agency Subsequent Approvals” means Subsequent Project Approvals to be obtained from entities other than the City.

“**Parkland Improvements**” is defined in Recital E.

“**Permitted Delay**” is defined in Section 13.3.

“**Phase 1**” is defined in Recital E.

“**Phase 2**” is defined in Recital E.

“**Planning Commission**” means the City of Pacifica Planning Commission.

“**Processing Fees**” means all fees for processing development project applications, including any required supplemental or other further environmental review, plan checking and inspection and monitoring for land use approvals, design review, grading and building permits, General Plan maintenance fees, and other permits and entitlements required to implement the Project, which are in effect at the time those permits, approvals or entitlements are applied for, and which are intended to cover the actual costs of processing the foregoing.

“**Project Approvals**” means the Existing Approvals and all Subsequent Approvals.

“**Project**” is defined in Recital D.

“**Property**” is defined in Recital C.

“**Recreation Restroom**” is defined in Recital E.

“**Recreation Site**” is defined in Recital F.

“**Residents’ Commons Building**” is defined in Recital E.

“**Subdivision Map Act**” means California Government Code sections 66410 through 66499.58, as it may be amended from time to time.

“**Subsequent Approvals**” is defined in Section 7.1.

“**Term**” is defined in Section 2.2.

“**Withdrawal Notice**” is defined in Section 5.1.3.

ARTICLE 2 EFFECTIVE DATE AND TERM

2.1 Effective Date. The Effective Date of this Agreement shall be the later of (1) the date that is 30 days after the date that the Enacting Ordinance is adopted, or (2) the date this Agreement is fully executed by the Parties. The Effective Date is inserted at the beginning of this Agreement.

2.2 Term of Agreement. Unless earlier terminated, the “Term” of this Agreement shall commence on the Effective Date and shall expire on the earlier of: (1) 25 years after the Effective Date, or (2) District’s satisfaction of all obligations contained herein.

2.3 City Representations and Warranties. City represents and warrants to District that, as of the Effective Date:

2.3.1 City is a municipal corporation, and has all necessary powers under the laws of the State of California to enter into and perform the undertakings and obligations of City under this Agreement.

2.3.2 The execution and delivery of this Agreement and the performance of the obligations of the City hereunder have been duly authorized by all necessary City Council action and all necessary approvals have been obtained.

2.3.3 This Agreement is a valid obligation of City and is enforceable in accordance with its terms.

During the Term of this Agreement, City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.3 not to be true, immediately give written notice of such fact or condition to District.

2.4 District Representations and Warranties. District represents and warrants to City that, as of the Effective Date:

2.4.1 District is a California District formed under the laws of the State of California, and has all necessary powers under the laws of the State of California to own property interests and in all other respects enter into and perform the undertakings and obligations of District under this Agreement.

2.4.2 The execution and delivery of this Agreement and the necessary performance of the obligations of District hereunder have been duly authorized by all necessary action and all necessary shareholder approvals have been obtained.

2.4.3 This Agreement is a valid obligation of District and is enforceable in accordance with its terms.

During the Term of this Agreement, District shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.4 not to be true, immediately give written notice of such fact or condition to City.

ARTICLE 3 DEVELOPMENT OF THE PROPERTY

3.1 Vested Rights. District shall have the vested right to develop the Property and the Project in accordance with and subject to the Existing Project Approvals, the Subsequent Project Approvals, Applicable Law and this Agreement, which shall control the permitted uses, density and intensity of use of the Property and the maximum height and size of buildings on the Property.

3.2 Applicable Law. City and District acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the limitations, reservations and

exceptions contained in this Agreement are intended to reserve to City all of its police power that cannot be so limited. Notwithstanding the foregoing reservation of City, it is the intent of City and District that this Agreement be construed to provide District with rights afforded by law, including but not limited to, the Development Agreement Statute. Therefore, the laws, rules, regulations, official policies, standards and specifications of City applicable to the development of the Property and/or the Project shall be (collectively, “**Applicable Law**”):

3.2.1 Those rules, regulations, official policies, standards and specifications of the City set forth in the Project Approvals and this Agreement, including without limitation Section 3.1 above;

3.2.2 With respect to matters not addressed by and not otherwise inconsistent with the Project Approvals and this Agreement, those laws, rules, regulations, official policies, standards and specifications (including City ordinances and resolutions) governing permitted uses, building locations, timing and manner of construction, densities, intensities of uses, heights and sizes, requirements for on- and off-site infrastructure and public improvements, in force and effect on the Effective Date, except as set forth in section 3.1 above;

3.2.3 New City Laws that relate to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure imposed at any time, provided such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties;

3.2.4 New City Laws that revise City’s uniform construction codes, including City’s building code, plumbing code, mechanical code, electrical code, fire code, grading code and other uniform construction codes, as of the date of permit application, provided, that such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties;

3.2.5 New City Laws that are necessary to protect physical health and safety of the public; provided, that such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties;

3.2.6 New City Laws that do not conflict with this Agreement or the Project Approvals, provided such new City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties; and

3.2.7 New City Laws that do not apply to the Property and/or the Project due to the limitations set forth above, but only to the extent that such New City Laws are accepted in writing by District in its sole discretion.

3.3 Development Timing. District shall phase and construct the Project within the time-frames set forth below:

3.3.1 District shall obtain a building permit to construct Phase 1, including the Parkland Improvements prior to, or concurrently with, issuance of a building permit for Phase 2. In no event shall City issue a building permit for any portion of the Project prior to the issuance of a

building permit for Phase 1, except that the City may issue a building permit for construction of the Parkland Improvements prior to issuance of a building permit for Phase 1.

3.3.2 District shall commence construction of Phase 1 and the Parkland Improvements prior to, or concurrently with, commencement of construction of any other portion of the Project, but no later than seven (7) years from the Effective Date, subject to extension for a Permitted Delay.

3.3.3 District shall complete construction of and obtain a certificate of occupancy for Phase 1, including the Parkland Improvements, prior to the date that is thirty (30) months from the issuance of the first building permit for Phase 1 and the Parkland Improvements subject to extension for a Permitted Delay. City may extend such 30-month time period for up to six months if City reasonably determines that District has made substantial progress toward completion of construction of Phase 1 and/or the Parkland Improvements prior to the expiration of such initial 30-month period.

3.3.4 District has no obligation to construct Phase 2. However, in the event District desires to construct Phase 2, District shall commence construction of Phase 2, no later than twelve (12) years from the Effective Date, subject to extension for a Permitted Delay.

3.3.5 In the event District commences construction of Phase 2, District shall complete construction of and obtain a certificate of occupancy for Phase 2 prior to the date that is thirty (30) months from the date of issuance of a building permit for Phase 2, subject to extension for a Permitted Delay. City may extend such 30-month time period for up to six (6) months upon the written request of District if City reasonably determines that District has made substantial progress toward completion of construction of Phase 2 prior to the expiration of the initial 30-month period.

3.3.6 Except as set forth above, since the California Supreme Court held in *Pardee Construction Co. v. The City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development prevailing over such parties' agreement, it is the desire to avoid that result by acknowledging that, unless otherwise provided for in this Agreement, District's vested rights under this Agreement include the right to develop the Property and the Project in such order and at such rate and at such times as District deems appropriate in the exercise of its discretion, subject to the terms, requirements and conditions of the Project Approvals and this Agreement.

3.4 Regulation by Other Public Agencies. City and District acknowledge and agree that other governmental or quasi-governmental entities not within the control of City possess authority to regulate aspects of the development of the Property and the Project and that this Agreement does not limit the authority of such other public agencies. City shall reasonably cooperate with District in District's effort to obtain such permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Property and/or the Project; provided, however, City shall have no obligation to incur any costs, without compensation or reimbursement, or to amend any City policy, regulation or ordinance in connection therewith.

3.5 Life of Project Approvals. The term of any and all Project Approvals shall automatically be extended for the longer of the Term or the term otherwise applicable to such Project Approval. Without limiting the generality of the foregoing, pursuant to the Subdivision Map Act, any vesting or tentative maps heretofore or hereafter approved in connection with development of the Project or the Property shall be extended for the Term (and may be subject to other extensions provided under the Subdivision Map Act).

3.6 District's Right to Rebuild. City agrees that District may renovate or rebuild portions of the Project at any time within the Term should it become necessary due to any casualty, including natural disaster or changes in seismic requirements. Such renovations or reconstruction shall be processed as a Subsequent Project Approval consistent with all prior Project Approvals and Applicable City Law. Any such renovation or rebuilding shall be subject to all design, density and other limitations and requirements imposed by this Agreement, and shall comply with the Project Approvals, Applicable City Law, and the requirements of CEQA.

3.7 State and Federal Law. As provided in Section 65869.5 of the Development Agreement Statute, this Agreement shall not preclude the applicability to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in State or Federal laws or by changes in laws, regulations, plans or policies of special districts or other governmental entities, other than City, created or operating pursuant to the laws of the State of California ("**Changes in the Law**"). In the event Changes in the Law prevent or preclude, or render substantially more expensive or time consuming, compliance with one (1) or more provisions of this Agreement, the City and District shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in the Law. Nothing in this Agreement shall preclude City or District from contesting by any available means (including administrative or judicial proceedings) the applicability to the Project any such Changes in the Law. If Changes in the Law preclude or substantially prevent or preclude, or render substantially more expensive or time consuming, performance of this Agreement in a manner that makes the Project economically infeasible, District, in its sole and absolute discretion, may terminate this Agreement by providing written notice thereof to City.

ARTICLE 4 FEES

4.1 Impact Fees. District shall pay any and all Impact Fees imposed by City that are in place as of the Effective Date, at the rate in effect at the time of building permit issuance, except as provided in Section 4.1.1 below. In addition, City may impose and District shall comply with those Exactions required by this Agreement and the Project Approvals.

4.1.1 Park Facilities Improvement Fee. District's construction of the Parkland Improvements shall satisfy District's obligation to pay the Park Facilities Improvement Fee. Therefore, no Park Facilities Improvement Fee shall be required in connection with the Project, provided that the Parkland Improvements are constructed.

4.2 Processing Fees. Subject to District's right to protest and/or pursue a challenge in law or equity to any new or increased Processing Fee, City may charge and District agrees to pay any

and all Processing Fees which are in effect on a City-wide basis at the time those permits, approvals or entitlements are applied for, and which are intended to cover the actual costs of processing the foregoing.

4.3 Other Agency Fees. Nothing in this Agreement shall preclude City from collecting fees from District that are lawfully imposed on the Project by another agency having jurisdiction over the Project, which the City is required to collect pursuant to Applicable Law (“**Other Agency Fees**”).

4.4 Connection Fees. Subject to District’s right to protest and/or pursue a challenge in law or equity to any new or increased connection Fee, City may charge and District shall pay any Connection Fee that is lawfully adopted.

ARTICLE 5 PARKLAND DEDICATION AND PUBLIC BENEFITS

5.1 Parkland Dedication and Recreation Site. District shall satisfy its parkland dedication requirements as set forth below.

5.1.1 Initial 20-Year Public Use of Recreation Site. District shall maintain and operate the entire Recreation Site, including the Dedication Acreage and Additional Parkland Area, and Parkland Improvements constructed thereon and the Recreation Restroom (on Lot 2) for use by the general public for a period of twenty (20) years from the Effective Date (“**20-Year Public Use Period**”).

5.1.1.1 Rental Payments. District’s operation will include, among other things, rental to sports leagues and for other community events. For the 20-Year Public Use Period, District shall have the right to receive all rents for the entire Recreation Site (Lot 1), including the Dedication Site, and also including rents relating to the Residents’ Commons Building to be located on a portion of Lot 2 that is immediately adjacent to Lot 1). During the 20-Year Public Use Period, District shall retain all records of payments for use of Dedication Site and associated use of the Residents’ Common Building and, within thirty (30) days of any written request from City, provide City with access to or copies of such records.

5.1.1.2 Maintenance Obligations. District, at its sole expense, shall maintain, safely operate, periodically inspect, repair, resurface and replace the Parkland Improvements (on Lot 1) and the Recreation Restroom and Residents’ Common Building (on Lot 2) if deemed necessary by District or City, as well as perform all necessary service on maintenance equipment, in order to ensure the attractive and healthy appearance of the landscaping, the attractive appearance, condition and safety of any and all structures, and the efficient operation of all of the Parkland Improvements, including paying the electrical expense of operating any light and irrigation controllers.

5.1.1.3 Insurance Obligations. In addition to the insurance obligations of Section 9.1 below, District shall ensure the Recreation Site and Parkland Improvements and the Residents’ Commons Building and Recreation Restroom are covered by its general liability and property insurance policies and that the City is named as an additional insured, in a form

approved by City, on all insurance policies regarding the Recreation Site and Parkland Improvements.

5.1.1.4 Exclusion of Public. District may have exclusive use of the Recreation Site (on Lot 1) and the Recreation Restroom (on Lot 2) for special events, including but not limited to, soccer leagues, flea markets, and farmers markets, up to ten (10) calendar days per month for not more than eight hours each day. District shall provide notice to City at least one month prior to the start of each month of the days in which the Recreation Site and Recreation Restroom will not be open to the public that month. District shall have exclusive use of the Residents' Commons Building, except as provided in Section 5.2 below.

5.1.2 Ongoing Public Use. Following the 20-Year Public Use Period, District shall continue to allow public use of the Recreation Site and the Recreation Restroom on Lot 2 and may continue to collect rents upon the terms set forth in Section 5.1.1 above, unless otherwise agreed by the Parties, except that maintenance of the Recreation Site and the Recreation Restroom on Lot 2 pursuant to Section 5.1.1.2 shall become the obligation of the City.

5.1.3 Withdrawal of Additional Parkland from Public Use. Following the 20-Year Public Use Period, District may provide written notice to City of its intent to withdraw the Additional Parkland from public use ("**Withdrawal Notice**"). The Withdrawal Notice shall describe whether or not the District requires the Additional Parkland for a bona fide use directly related to the District's educational mission, as follows: a pre-school or school; District offices or support or maintenance facilities; workforce housing for District employees or employees of another government entity; or market rate rental housing that generates cash flow to directly support District operations ("**Bona Fide District Use**"). District may also request City's approval of a Bona Fide District Use not described above, which approval shall not be unreasonably withheld.

5.1.3.1 Dedication Acreage. Upon City receipt of the Withdrawal Notice, the City and the District shall meet in good faith to identify the 1.4-acre portion of the Recreation Site that shall remain in continued public use and shall be dedicated to the City in fee simple to satisfy the PSD's obligation to dedicate the Dedication Acreage (the "**Dedication Site**"). The remaining portion of the Recreation Site other than the Dedication Site shall be referred to as the "**Additional Parkland Site.**" In identifying the Dedication Site, City and District shall consider the existing park improvements and the ability of the site to meet the recreational needs of the public. In the event City and District cannot agree on the Dedication Site, the Parties shall equally share the costs of mediation to resolve the dispute. District shall convey title to the Dedication Site to the City through a Grant Deed, subject only to liens for unpaid taxes, and easements and other exceptions approved by City, prior to withdrawal of the Additional Parkland from public use. The District shall provide an easement and right-of-entry to the City for continued use of the Recreation Restroom, together with dedication of the Dedication Site.

(i) As an alternative to dedication of the required Dedication Acreage, District may satisfy its obligation through one of the following alternatives, upon the written approval of City. In the event that City approves one of the following alternatives, the City and public have no further right of use and access to the Recreation Restroom.

(1) District may dedicate another comparable site to City as parkland.

(2) District may pay a parkland dedication in-lieu fee. In the event City approves payment of the in-lieu fee, District shall pay the fee amount in effect on the date of the Withdrawal Notice. Payment of the fee shall occur prior to withdrawal of the Additional Parkland from public use. The fee shall be calculated on the value of the Dedication Area and shall not include any portion of the Additional Parkland.

5.1.3.2 Requirements for Additional Parkland. In the event District withdraws the Additional Parkland for a Bona Fide Public Use, District's obligations as to the Additional Parkland Site terminate upon the grant of the Dedication Site to City. In the event that the District is not withdrawing the Additional Parkland for a Bona Fide Public Use, City shall have a right of first offer to purchase the Additional Parkland Site, which right shall remain in effect for one year from the Withdrawal Notice. During such one-year time period, City may exercise its right to purchase the Additional Parkland Site, at which time the Parties shall commence good faith efforts to complete the property transfer. If the City desires to exercise its right of first offer, it must do so with respect to the entire 3.59 acres of Additional Parkland, unless District consents, in its sole discretion, to an acquisition of less than the entire 3.59 acres. In the event that the City exercises its right of first offer, the purchase price for the Additional Parkland shall be the per-acre value assigned to the parkland based on the City's park in-lieu fee in effect at the time of the Withdrawal Notice, unless otherwise agreed to by the Parties. If the City does not exercise its right to submit an offer within the one-year time period or if City notifies District that it does not desire to purchase the Additional Parkland Site, District may withdraw the Additional Parkland Site from public use after City approval of any required land use or other approvals for an alternative use for the site. Until such approval, District shall continue to make the Additional Parkland available for public use pursuant to Section 5.1.2 above.

5.1.4 Agreement to be Recorded Affecting Real Property. The Parties shall enter into and record an agreement against the Recreation Site setting forth the terms and obligations of this Section 5.1, within ninety (90) days of the Effective Date, in substantially the form attached hereto as Exhibit D, which agreement shall survive termination or expiration of this Agreement.

5.2 Residents' Commons Building / Occasional Use by City. District shall make the Residents' Commons Building available for use by the City not more than two (2) days per month for City-hosted or sponsored activities, not to exceed eight (8) hours per day. City shall be responsible for reserving the Residents' Commons Building through the District's standard facility reservation system, or other process mutually agreed by City and District, and City's use shall be subject to periods of availability based on reservations by other facility users. Use of the Residents' Commons Building will be subject to City payment of any standard facility use fee adopted by District. This Section 5.2 shall survive the termination or earlier expiration of this Agreement. Further, this obligation shall be documented in the Agreement to be Recorded Affecting Real Property described in Section 5.1.4.

5.3 Sales Tax Point of Sale Designation. District shall require, to the extent allowed by law, all persons and entities providing bulk lumber, concrete, structural steel and pre-fabricated building components, such as roof trusses, to be used in connection with the construction and

development of, or incorporated into, the Project, to (a) obtain a use tax direct payment permit; (b) elect to obtain a subcontractor permit for the job site of a contract valued at Five Million Dollars (\$5,000,000) or more; or (c) otherwise designate the Property as the place of use of material used in the construction of the Project in order to have the local portion of the sales and use tax distributed directly to City instead of through the county-wide pool. District shall instruct its general contractor(s) for the Project to, and cause such general contractor(s) to instruct its/their subcontractors to, cooperate with City to ensure the local sales/use tax derived from construction of the Project is allocated to City to the fullest extent possible. To assist City in its efforts to ensure that such local sales/use tax is so allocated to City, District shall on an annual basis provide City with such information as shall be reasonably requested by City regarding subcontractors working on the Project with contracts in excess of the amount set forth above, including a description of all applicable work and the dollar value of such subcontracts. City may use such information to contact each subcontractor who may qualify for local allocation of use taxes to City.

ARTICLE 6 ANNUAL REVIEW

6.1 Annual Review.

6.1.1 Purpose. As required by California Government Code section 65865.1 and PMC section 9-4.5009, City and District shall review this Agreement and all actions taken pursuant to the terms of this Agreement with respect to the development of the Project every twelve (12) months to determine good faith compliance with this Agreement. Specifically, City's annual review shall be conducted for the purposes of determining compliance by District with its obligations under this Agreement. Each annual review shall also document: (a) the status of the Project development, and (b) the status of ongoing public use of the Recreation Site and/or compliance with parkland dedication requirements.

6.1.2 Conduct of Annual Review. The annual review shall be conducted as provided in this Section 6.1.2. By December 1st of each year, District shall provide documentation of its good faith compliance with this Agreement during the calendar year, and such other information as may reasonably be requested by the Planning Director. If the Planning Director finds good faith compliance by District with the terms of this Agreement, District shall be notified in writing and the review for that period shall be concluded. If the Planning Director is not satisfied that District is performing in accordance with the terms and conditions of this Agreement, the Planning Director shall prepare a written report specifying why the District may not be in good faith compliance with this Agreement, refer the matter to the City Council, and notify District in writing at least 15 business days in advance of the time at which the matter will be considered by the City Council. This notice shall include the time and place of the City Council's public hearing to evaluate good faith compliance with this Agreement, a copy of the Planning Director's report and recommendations, if any, and any other information reasonably necessary to inform District of the nature of the proceeding. The City Council shall conduct a public hearing at which District must submit evidence that it has complied in good faith with the terms and conditions of this Agreement. District shall be given an opportunity to be heard at the hearing. The findings of the City Council on whether District has complied with this Agreement for the period under review shall be based upon substantial evidence in the record. If the City

Council determines, based upon substantial evidence, that District has complied in good faith with the terms and conditions of this Agreement, the review for that period shall be concluded. If the City Council determines, based upon substantial evidence in the record, that District has not complied in good faith with the terms and conditions of this Agreement, or there are significant questions as to whether District has complied with the terms and conditions of this Agreement, the City Council, at its option, may continue the hearing and may notify District of the City's intent to meet and confer with District within 30 days of such determination, prior to taking further action. Following such meeting, the City Council shall resume the hearing in order to further consider the matter and to make a determination regarding District's good faith compliance with the terms and conditions of this Agreement. In the event City determines District is not in good faith compliance with the terms and conditions of this Agreement, City may give the District a written Notice of Breach, in which case the provisions of Section 12.1, below, shall apply.

6.1.3 Failure to Conduct Annual Review. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall District have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

ARTICLE 7 COOPERATION AND IMPLEMENTATION

7.1 Subsequent Approvals. Certain subsequent land use approvals, entitlements, and permits other than the Existing Approvals, will be necessary or desirable for implementation of the Project ("**Subsequent Approvals**"). The Subsequent Approvals may include, without limitation, the following: amendments of the Existing Approvals, grading permits, building permits, design review permits, sewer and water connection permits, certificates of occupancy, lot line adjustments, site plans, development plans, land use plans, building plans and specifications, parcel maps and/or subdivision maps, and any amendments to, or repealing of, any of the foregoing. Except as otherwise expressly provided herein, the City shall not impose requirements or conditions upon the development and construction of the Project that are inconsistent with the Existing Approvals and the terms and conditions of this Agreement.

ARTICLE 8 AMENDMENT OF AGREEMENT AND PROJECT APPROVALS

8.1 Amendment by Written Consent. Except as otherwise expressly provided herein (including Section 6.1 relating to City's annual review and Section 12.1 relating to termination in the event of a breach), this Agreement may be terminated, modified or amended only by mutual written consent of the Parties hereto or their successors in interest or assignees and in accordance with the provisions of Government Code sections 65967, 65867.5 and 65868.

8.2 Major Amendments to Agreement. Any amendment to this Agreement which affects or relates to (a) the Term; (b) permitted uses of the Property; (c) provisions for the reservation or dedication of land; (d) conditions, terms restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of the use of the Property or the maximum height or size of proposed buildings; or (f) parkland requirements of District, shall be deemed a "**Major**

Amendment” and shall require giving of notice and a public hearing before the Planning Commission and City Council and also shall require the approval of the District’s Board of Trustees. Any amendment which is not a Major Amendment shall be deemed a “**Minor Amendment**” and shall not, except to the extent otherwise required by Applicable Law, require notice of public hearing before the Parties may execute an amendment hereto. Either the City Manager or the District Superintendent (acting alone or together) shall have the authority to determine if an amendment is a Major Amendment.

8.3 Minor Amendment. The City Manager and the District Superintendent or their respective designees shall have the authority to review and approve amendments to this Agreement provided that such amendments are not Major Amendments.

8.4 Requirement for Writing. No modification, amendment or other change to this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing which refers expressly to this Agreement and is signed by duly authorized representatives of the Parties or their successors in interest.

8.5 Subsequent CEQA Review. In the event that any additional CEQA documentation is legally required for any discretionary Subsequent Approval, then the scope of such documentation shall be focused, to the extent possible consistent with CEQA, on the specific subject matter of the Subsequent Approval, and the City, at District’s expense, shall conduct such additional CEQA review as expeditiously as possible.

ARTICLE 9 INSURANCE, INDEMNITY AND COOPERATION IN THE EVENT OF LEGAL CHALLENGE

9.1 Insurance Requirements. District shall procure and maintain, or cause its contractor(s) to procure and maintain, until the expiration of this Agreement, a commercial general liability policy in an amount not less than two million (\$2,000,000) combined single limit, including contractual liability together with a comprehensive automobile liability policy in the amount of one million (\$1,000,000), combined single limit. Such policy or policies shall be written on an occurrence form, so long as such form of policy is then commonly available in the commercial insurance marketplace. District’s insurance shall be placed with insurers with a current A.M. Best’s rating of no less than A-:VII or a rating otherwise approved by the City in its sole discretion. District shall furnish at City’s request appropriate certificate(s) of insurance evidencing the insurance coverage required hereunder, and City Parties shall be named as additional insured parties in such policies. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination (ten (10) days advance notice in the case of cancellation for nonpayment of premiums) where the insurance carrier provides such notice to the District. Coverage provided hereunder by District shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City.

9.2 Indemnity and Hold Harmless. District shall indemnify, defend (with counsel reasonably acceptable to City) and hold harmless City Parties from and against any and all Claims, including Claims for any bodily injury, death, or property damage, resulting directly or indirectly from the development or construction of the Project by or on behalf of District, maintenance and operation of the Recreation Site and Parkland Improvements (on Lot 1) and the Residents' Common Building and Recreation Restroom (on Lot 2), and/or from any other acts or omissions of District under this Agreement, whether such acts or omissions are by District or any of District's contractors, subcontractors, agents or employees, except to the extent such Claims arise from the sole active negligence or willful misconduct of City or City Parties.

9.3 Defense and Cooperation in the Event of a Litigation Challenge. City and District shall cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, or the Project Approvals ("**Litigation Challenge**"), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. To the extent District desires to contest or defend such Litigation Challenge, (a) District shall take the lead role defending such Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice; (b) City may, in its sole discretion, elect to be separately represented by the legal counsel of its choice in any such action or proceeding with the reasonable costs of such representation to be paid by District; (c) District shall reimburse City, within ten (10) business days following City's written demand therefor, which may be made from time to time during the course of such litigation, all reasonable costs incurred by City in connection with the Litigation Challenge, including City's administrative, legal, and court costs and City Attorney oversight expenses; and (d) District shall indemnify, defend, and hold harmless City Parties from and against any damages, attorneys' fees or cost awards, including attorneys' fees awarded under Code of Civil Procedure section 1021.5, assessed or awarded against City by way of judgment, settlement, or stipulation. Any proposed settlement of a Litigation Challenge shall be subject to City's approval not to be unreasonably withheld, conditioned or delayed. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement or any Project Approvals, the settlement shall not become effective unless such amendment or modification is approved by City in accordance with Applicable Law, and City reserves its full legislative discretion with respect thereto. If District opts not to contest or defend such Litigation Challenge, City shall have no obligation to do so.

ARTICLE 10 ASSIGNMENT, TRANSFER AND NOTICE

10.1 Assignment. Because of the necessity to coordinate development of the entirety of the Property pursuant to plans for the Project and ongoing parkland obligations, certain restrictions on the right of District to assign or transfer its interest under this Agreement with respect to the Property, or any portion thereof, are necessary in order to assure the achievement of the goals, objectives and public benefits of the Project and this Agreement. District agrees to and accepts the restrictions set forth in this Section 10.1 as reasonable and as a material inducement to City to enter into this Agreement. District shall have the right to sell or transfer its fee interest, or ground lease its interests in the Property, in whole or in part (provided that no such partial transfer shall violate the provisions of the Subdivision Map Act) to any person, partnership, joint

venture, firm, company, corporation or other entity (any of the foregoing, an “Assignee”) subject to the prior written consent of City, which consent shall not be unreasonably withheld. District shall provide the City with written notice of any proposed transfer or assignment of District’s rights or obligations hereunder (each, an “Assignment”) at least thirty (30) days prior to such Assignment. Each such notice of proposed Assignment shall be accompanied by evidence of Assignee’s agreement to assume District’s obligations hereunder. District shall pay the actual costs borne by City in connection with its review of the proposed Assignment, including the costs incurred by the City Attorney’s Office. If City consents to such Assignment, a written assignment and assumption agreement, in a form approved by City, shall be recorded in the Official Records of San Mateo County. Assignee shall succeed to the rights, duties and obligations of District only with respect to the parcel or parcels, or portion of the Property so purchased, transferred, ground leased or assigned, and District shall continue to be obligated under this Agreement with respect to any remaining portions of the Property retained by District and not assigned.

10.2 Successive Assignment. In the event there is more than one Assignment under the provisions of this Article 10, the provisions of this Article 10 shall apply to each successive Assignment and Assignee. This Article 10 does not apply to or rental of the residential units.

ARTICLE 11 MORTGAGEE PROTECTION

11.1 Mortgagee Protection. Neither entering into this Agreement nor a breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value. Nothing in this Agreement shall prevent or limit District, at its sole discretion and to the extent authorized by law, from granting one or more Mortgages encumbering all or a portion of District’s interest in the Property or portion thereof or improvement thereon as security for one or more loans or other financing, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of Mortgagee who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee’s sale, deed in lieu of foreclosure or otherwise. District shall provide the City with a copy of the deed of trust or mortgage within ten (10) days after its recording in the official records of San Mateo County; provided, however, that District’s failure to provide such document shall not affect any Mortgage, including without limitation, the validity, priority or enforceability of such Mortgage.

11.2 Mortgagee Not Obligated. No Mortgagee (including one who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee’s sale, deed in lieu of foreclosure or otherwise) shall have any obligation to construct or complete construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any use except in full compliance with this Agreement and the other Project Approvals nor to construct any improvements thereon or institute any uses other than those uses or improvements provided for or authorized by this Agreement, or otherwise under the Project Approvals. Except as otherwise provided in this Section 11.2, all of the terms and conditions contained in this Agreement and the other Project Approvals shall be binding upon and effective against and shall run to the benefit of any person or entity, including any Mortgagee, who acquires title or possession to the Property, or any portion thereof.

11.3 Notice of Default to Mortgagee. If City receives a notice from a Mortgagee requesting a copy of any Notice of Default given District hereunder and specifying the address for service thereof, then City agrees to use its diligent, good faith efforts to deliver to such Mortgagee, concurrently with service thereon to District, any Notice of Default given to District. Each Mortgagee shall have the right during the same period available to District to cure or remedy, or to commence to cure or remedy, the event of Default claimed or the areas of noncompliance set forth in City's Notice of Default. If a Mortgagee is required to obtain possession in order to cure any Default, the time to cure shall be tolled so long as the Mortgagee is attempting to obtain possession, including by appointment of a receiver or foreclosure, but in no event may this period exceed 120 days from the date the City delivers the Notice of Default to District.

11.4 No Supersedure. Nothing in this Article 11 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision or public improvement agreement or other obligation incurred with respect to the Project outside this Agreement, nor shall any provision of this Article 11 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 11.3.

ARTICLE 12 DEFAULT; REMEDIES; TERMINATION

12.1 Breach and Default. Subject to Permitted Delays or by mutual consent in writing, and except as otherwise provided by this Agreement, breach of, failure, or delay by either Party to perform any term or condition of this Agreement shall constitute a "**Default.**" In the event of any alleged Default of any term, condition, or obligation of this Agreement, the Party alleging such Default shall give the defaulting Party notice in writing specifying the nature of the alleged Default and the manner in which the Default may be satisfactorily cured ("**Notice of Breach**"). The defaulting Party shall cure the Default within thirty (30) days following receipt of the Notice of Breach, provided, however, if the nature of the alleged Default is non-monetary and such that it cannot reasonably be cured within such thirty (30) day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, then no additional cure period shall be provided. If the alleged failure is cured within the time provided above, then no Default shall exist and the noticing Party shall take no further action to exercise any remedies available hereunder. If the alleged failure is not cured, then a Default shall exist under this Agreement and the non-defaulting Party may exercise any of the remedies available under this Agreement.

12.2 Withholding of Permits. In the event of a Default by District, or following notice of breach to District pursuant to Section 12.1 above and during the cure period provided therein, upon a finding by the Planning Director that District is in breach, City shall have the right to refuse to issue any permit or other Subsequent Approvals to which District would otherwise have been entitled pursuant to this Agreement until such Default or breach is cured. This provision is in addition to and shall not limit any actions that City may take to enforce the conditions of the Project Approvals.

12.3 Termination. In the event of a Default by a Party, the non-defaulting Party shall have the right to terminate this Agreement upon giving notice of intent to terminate pursuant to

Government Code section 65868 and regulations of City implementing such section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review in the manner set forth in Government Code section 65867 and City regulations implementing said section. Following consideration of the evidence presented in said review before the City Council, a Party alleging Default by the other Party may give written notice of termination of this Agreement to the other Party. Termination of this Agreement shall be subject to the provisions of Section 12.9.

12.4 Specific Performance for Violation of a Condition. If City issues a Project Approval pursuant to this Agreement in reliance upon a specified condition being satisfied by District in the future, and if District then fails to satisfy such condition, City shall be entitled to specific performance for the purpose of causing District to satisfy such condition.

12.5 Legal Actions.

12.5.1 Institution of Legal Actions. In addition to any other rights or remedies and subject to the limitation of damages in Section 12.7, a Party may institute legal action to cure, correct or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation thereof, or to obtain any other remedies consistent with the purpose of this Agreement. Any such legal action shall be brought in the Superior Court for San Mateo County, California, except for actions that include claims in which the Federal District Court for the Northern District of the State of California has original jurisdiction, in which case the Northern District of the State of California shall be the proper venue.

12.5.2 Acceptance of Service of Process. In the event that any legal action is commenced by District against City, service of process on City shall be made by personal service upon the City Clerk of City or in such other manner as may be provided by law. In the event that any legal action is commenced by City against District, service of process on District shall be made by personal service upon District's registered agent for service of process, or in such other manner as may be provided by law.

12.6 Rights and Remedies Are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party, except as otherwise expressly provided herein.

12.7 No Damages. In no event shall a Party, or its boards, commissions, officers, agents or employees, be liable in damages, including without limitation, actual, consequential or punitive damages, for any Default under this Agreement. It is expressly understood and agreed that the sole legal remedy available to a Party for a breach or violation of this Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Agreement including, but not limited to, obligations to pay attorneys' fees and obligations to advance monies or reimburse monies. In connection with the

foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

12.8 Resolution of Disputes. With regard to any dispute involving the Project, the resolution of which is not provided for by this Agreement or Applicable Law, a Party shall, at the request of another Party, meet with designated representatives of the requesting Party promptly following its request. The parties to any such meetings shall attempt in good faith to resolve any such disputes. Nothing in this Section 12.8 shall in any way be interpreted as requiring that District, City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or District unless expressly agreed to in writing by the parties to such meetings.

12.9 Surviving Provisions. In the event this Agreement is terminated, neither Party shall have any further rights or obligations hereunder, except for those obligations of District set forth in Sections 5.1 and 5.2 and Article 9.

ARTICLE 13 GENERAL PROVISIONS

13.1 Covenants Binding on Successors and Assigns and Run with Land. Except as otherwise more specifically provided in this Agreement and subject to the limitations on assignment set forth herein, this Agreement and all of its provisions, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the Property, or any interest therein, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code section 65868.5.

13.2 Notice. Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be given in writing and directed to the City and District as follows:

If to the City:

City Clerk
City of Pacifica
170 Santa Maria Avenue
Pacifica, CA 94044
Telephone: 650-738-7300

with a copy to:

City Attorney
City of Pacifica
1901 Harrison Street, Suite 900
Oakland, CA 94612
Telephone: 510-273-8780

If to District: Pacifica School District
Attn: _____

Telephone: _____

with a copy to: County Attorney
400 County Center, 6th Floor
Redwood City, CA 94063
Telephone: 650-363-4750

And with a copy to: District's Development Manager

Notices are deemed effective if delivered by certified mail, return receipt requested, or commercial courier, with delivery to be effective upon verification of receipt. Any Party may change its respective address for notices by providing written notice of such change to the other Parties.

13.3 Permitted Delays. Performance by either of the Parties of an obligation hereunder shall be excused during any period of "**Permitted Delay.**" Permitted Delay shall mean delay beyond the reasonable control of a Party caused by (a) calamities, including without limitation earthquakes, floods, and fire; (b) civil commotion; (c) riots or terrorist acts; (d) strikes or other forms of material labor disputes; (e) shortages of materials or supplies; or (f) vandalism. A Party's financial inability to perform or obtain financing or adverse economic conditions generally shall not be grounds for claiming a Permitted Delay. The Party claiming a Permitted Delay shall notify the other Party of its intent to claim a Permitted Delay, the specific grounds of the same and the anticipated period of the Permitted Delay within thirty (30) business days after the occurrence of the conditions which establish the grounds for the claim. If notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. The period of Permitted Delay shall last no longer than the conditions preventing performance. In no event shall any Permitted Delay extend the Term of this Agreement.

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

13.5 Waivers. Notwithstanding any other provision in this Agreement, any failures or delays by any Party in asserting any of its rights and remedies under this Agreement shall not operate as a waiver of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. A Party may specifically and expressly waive in writing any condition or breach of this Agreement by the other Party, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other

provision. Consent by one Party to any act by the other Party shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future.

13.6 Construction of Agreement. All Parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Unless the context clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) “shall,” “will,” or “agrees” are mandatory, and “may” is permissive; (d) “or” is not exclusive; (e) “includes” and “including” are not limiting; and (f) “days” means calendar days unless specifically provided otherwise.

13.7 Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

13.8 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, or unenforceable, in whole or in part for any reason, the remaining terms and provisions of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provisions, in which case any Party may terminate this Agreement by providing written notice thereof to the other Party.

13.9 Time is of the Essence. Time is of the essence of this Agreement. All references to time in this Agreement shall refer to the time in effect in the State of California.

13.10 Extension of Time Limits. The time limits set forth in this Agreement may be extended by mutual consent in writing of the Parties in accordance with the provisions of this Agreement.

13.11 Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of District and the City. Each District Party shall be jointly and severally liable for the obligations of the other District Party.

13.12 Entire Agreement. This Agreement (including all exhibits attached hereto, each of which is fully incorporated herein by reference), integrates all of the terms and conditions mentioned herein or incidental hereto, and constitutes the entire understanding of the Parties with respect to the subject matter hereof, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, representations, and statements are terminated and superseded by this Agreement.

13.13 Estoppel Certificate. District or its lender may, at any time, and from time to time, deliver written notice to the City requesting the City to certify in writing that: (a) this Agreement is in full force and effect; (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications; and (c) District is not in Default of the performance of its obligations, or if in Default, to describe therein the nature and

extent of any such Defaults. District shall pay, within thirty (30) days following receipt of City's invoice, the actual costs borne by City in connection with its review of the proposed estoppel certificate, including the costs expended by the City Attorney's Office in connection therewith. The Planning Director shall be authorized to execute any certificate requested by District hereunder. The form of estoppel certificate shall be in a form reasonably acceptable to the City Attorney. The Planning Director shall execute and return such certificate within thirty (30) days following District's request therefor. District and City acknowledge that a certificate hereunder may be relied upon by tenants, transferees, investors, partners, bond counsel, underwriters, bond holders and Mortgagees. The request shall clearly indicate that failure of the City to respond within the thirty-day period will lead to a second and final request. Failure to respond to the second and final request within fifteen (15) days of receipt thereof shall be deemed approval of the estoppel certificate.

13.14 Recordation of Termination. Upon completion of performance of the Parties or termination of this Agreement, a written statement acknowledging such completion or termination shall be recorded by City in the Official Records of San Mateo County.

13.15 City Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City, unless specifically provided otherwise or the context requires otherwise.

13.16 Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that no Party to this Agreement is acting as the agent of any other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of District, the affairs of the City, or otherwise, or cause them to be considered joint venturers or members of any joint enterprise.

13.17 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the signatory Parties and their successors and assigns, including Mortgagees. No other person shall have any right of action based upon any provision in this Agreement.

13.18 Governing State Law. This Agreement shall be construed in accordance with the laws of the State of California, without reference to its choice of law provisions.

IN WITNESS WHEREOF, the City and District have executed this Agreement as of the Effective Date.

CITY:

CITY OF PACIFICA, a municipal corporation

By: _____

Kevin Woodhouse, City Manager
[Signature must be notarized]

ATTEST:

By: _____
Sarah Coffey, City Clerk

APPROVED AS TO FORM:

By: _____
Michelle Marchetta Kenyon, City Attorney

DISTRICT:

Pacifica School District,
a California School District

By: _____
Name: _____
Its: Superintendent
[Signature must be notarized]

By: _____
Name: _____
Its: Chief Business Officer
[Signature must be notarized]

Exhibit A

Legal Description of the Property (consisting of three Lots)

LOT 1

All that certain real property situate in the City of Pacifica, County of San Mateo, State of California, being all of Lots 1-21 inclusive, Lot C, and Everglades Court, Block 6, and being a portion of Lots 22-30, Block 6, as said lots are shown on that certain map entitled "PARK PACIFICA HIGHLANDS NO. 1", filed for record on October 5, 1965, in Volume 63 of Maps at Pages 13, 14 and 15, Records of San Mateo County, and also being a portion of that certain parcel of land described in that certain City of Pacifica Resolution No. 960, passed and adopted on March 22, 1967 in Book 5535 at Page 226, Official Records of said County, being more particularly described as follows:

BEGINNING at the most southerly corner of said parcel described in said Resolution No. 960, said corner also being on the northeasterly right-of-way line of Yosemite Drive;

Thence northwesterly along said northeasterly right-of-way line, said northeasterly right-of-way line being common to said Lots 1-7 inclusive, and said Lot C as shown on said map, the following four (4) courses:

- 1) North $78^{\circ}22'00''$ West, 299.73 feet to the beginning of a tangent curve to the right;
- 2) Along said curve, having a radius of 320.00 feet, through a central angle of $33^{\circ}10'00''$, for an arc length of 185.24 feet;
- 3) North $45^{\circ}12'00''$ West, 168.40 feet to the beginning of a tangent curve to the right;
- 4) Along said curve, having a radius of 20.00 feet; through a central angle of $77^{\circ}50'42''$, for an arc length of 27.17 feet to a point on the southeasterly right-of-way line of Oddstad Boulevard, also being a point on the northwesterly line of said Lot 7 as shown on said map, said point also being the beginning of a tangent curve to the right;

Thence northeasterly along said southeasterly right-of-way line, said southeasterly right-of-way line being common to said Lot 7, 8, and 22, the following two (2) courses:

- 1) Along said curve, having a radius of 968.00 feet, through a central angle of $12^{\circ}21'18''$, for an arc length of 208.74 feet;
- 2) North $45^{\circ}00'00''$ East, 113.66 feet to the beginning of a non-tangent curve to the left, whose radius point bears North $86^{\circ}35'57''$ East;

Thence leaving said southeasterly right-of-way line and along said curve, having a radius of 24.00 feet, through a central angle of $131^{\circ}35'57''$, for an arc length of 55.12 feet;

Thence North $45^{\circ}00'00''$ East, 65.58 feet to the beginning of a tangent curve to the right;

Thence along said curve, having a radius of 10.00 feet, through a central angle of $90^{\circ}00'00''$, for an arc length of 15.71 feet;

Thence South $45^{\circ}00'00''$ East, 204.53 feet;

Thence South $45^{\circ}00'00''$ West, 7.50 feet;

Thence South 45°00'00" East, 233.44 feet;

Thence South 69°30'43" East, 49.64 feet to a point on the southeasterly line of said parcel described in said Resolution No. 960;

Thence southwesterly along said southeasterly line, South 20°29'17" West, 247.22 feet to the **POINT OF BEGINNING**.

Containing 218,586 square feet or 5.02 acres, more or less.

This legal description is not to be used in violation of the Subdivision Map Act or for the transfer, lease, or sale of the real property described within.

Lot 1 is intended to describe a proposed future lot subject to a future Parcel Map to be recorded with the County of San Mateo.

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

LOT 2

All that certain real property situate in the City of Pacifica, County of San Mateo, State of California, being all of Lots 31-42, inclusive, Shenandoah Court, Carlsbad Court, Block 6, and being a portion of Lots 22-30, Lots 43-45, Lots 48 and 49 and Lot D, block 6, as said lots are shown on that certain map entitled "PARK PACIFICA HIGHLANDS NO. 1", filed for record on October 5, 1965, in Volume 63 of Maps at Pages 13, 14 and 15, Records of San Mateo County, and also being a portion of that certain parcel of land described in that certain City of Pacifica Resolution No. 960, passed and adopted on March 22, 1967 in Book 5535 at Page 226, Official Records of said County, being more particularly described as follows:

BEGINNING at the northerly corner of said parcel described in said Resolution No. 960;

Thence southwesterly along the southeasterly line of said parcel, South 20°29'17" West, 281.03 feet;

Thence leaving said southeasterly line, North 69°30'43" West, 49.64 feet;

Thence North 45°00'00" West, 233.44 feet;

Thence North 45°00'00" East, 7.50 feet;

Thence North 45°00'00" West, 204.53 feet to the beginning of a tangent curve to the left;

Thence along said curve, having a radius of 10.00 feet, through a central angle of 90°00'00", for an arc length of 15.71 feet;

Thence South 45°00'00" West, 65.58 feet to the beginning of a tangent curve to the right;

Thence along said curve, having a radius of 24.00 feet, through a central angle of 131°35'57", for an arc length of 55.12 feet to a point on the southeasterly right-of-way line of Oddstad Boulevard, said point

also being on the northwesterly line of said Lot 22, as shown on said map;

Thence northwesterly along said southeasterly right-of-way line, said southeasterly right-of-way line being common to said Lots 22, 23, 37, 38, & 45, the following three (3) courses:

- 1) North 45°00'00" East, 232.34 feet to the beginning of a tangent curve to the right;
- 2) Along said curve, having a radius of 638.00 feet, through a central angle of 11°49'00", for an arc length of 131.58 feet to the beginning of a reverse curve to the left;
- 3) Along said curve, having a radius of 1632.00 feet, through a central angle of 03°31'08", for an arc length of 100.23 feet;

Thence leaving said line, South 36°42'08" East, 14.84 feet to the beginning of a tangent curve to the left;

Thence along said curve, having a radius of 60.00 feet, through a central angle of 36°01'54", for an arc length of 37.73 feet;

Thence South 72°44'01" East, 39.36 feet to the beginning of a tangent curve to the right;

Thence along said curve, having a radius of 60.00 feet, through a central angle of 27°41'10", for an arc length of 28.99 feet;

Thence South 45°02'52" East, 109.32 feet;

Thence North 44°57'08" East, 145.00 feet;

Thence South 46°45'00" East, 153.84 feet to the southeasterly line of said Lot D;

Thence along said southeasterly line, South 43°15'00" West, 278.59 feet to the **POINT OF BEGINNING**.

Containing 204,273 square feet or 4.69 acres, more or less.

This legal description is not to be used in violation of the Subdivision map Act or for the transfer, lease, or sale of the real property described within.

Lot 2 is intended to describe a proposed future lot subject to a future Parcel Map to be recorded with the County of San Mateo.

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

LOT 3

All that certain real property situate in the City of Pacifica, County of San Mateo, State of California, being all of Lots 46 and 47, inclusive, Lots 50-53, inclusive, Lot 56 and Big Bend Court, Block 6, and being a portion of Lots 43-45, Lots 48 and 49 and Lot D, block 6, as said lots are shown on that certain map entitled "PARK PACIFICA HIGHLANDS NO. 1", filed for record on October 5, 1965, in Volume 63 of Maps at Pages 13, 14 and 15, Records of San Mateo County, being more particularly described as follows:

BEGINNING at the easterly corner of said Lot D, as shown on said map;

Thence southwesterly along the southeasterly line of said Lot D, South $43^{\circ}15'00''$ West, 245.53 feet;

Thence leaving said line, North $46^{\circ}45'00''$ West, 153.84 feet;

Thence South $44^{\circ}57'08''$ West, 145.00 feet;

Thence North $45^{\circ}02'52''$ West, 109.32 feet to the beginning of a tangent curve to the left;

Thence along said curve, having a radius of 60.00 feet, through a central angle of $27^{\circ}41'10''$, for an arc length of 28.99 feet;

Thence North $72^{\circ}44'01''$ West, 39.36 feet to the beginning of a tangent curve to the right;

Thence along said curve, having a radius of 60.00 feet, through a central angle of $36^{\circ}01'54''$, for an arc length of 37.73 feet;

Thence North $36^{\circ}42'08''$ West, 14.84 feet to a point on the southeasterly right-of-way line of Oddstad Boulevard, said point also being on the northwesterly line of said Lot 45, as shown on said map, said point also being the beginning of a non-tangent curve to the left, whose radius point bears North $36^{\circ}42'08''$ West;

Thence northwesterly along said southeasterly right-of-way line, said southeasterly right-of-way line being common to said Lots 45, 46, 51-53, and along said curve, having a radius of 1632.00 feet, through a central angle of $14^{\circ}27'00''$, for an arc length of 411.59 feet to the northerly corner of said Lot 53;

Thence leaving said southeasterly right-of-way line, and along the northeasterly line of said Lots 53, 56 and D, the following three (3) courses:

- 1) South $51^{\circ}09'07''$ East, 144.95 feet;
- 2) South $41^{\circ}19'17''$ East, 57.78 feet;
- 3) South $45^{\circ}49'00''$ East, 160.00 feet to the POINT OF BEGINNING.

Containing 121,203 square feet or 2.78 acres, more or less.

This legal description is not to be used in violation of the Subdivision map Act or for the transfer, lease, or sale of the real property described within.

Lot 3 is intended to describe a proposed future lot subject to a future Parcel Map to be recorded with the County of San Mateo.

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

Exhibit B

Description of the Parkland Improvements, Residents' Common Building and Recreation Restroom

Parkland Improvements - Improvements to existing recreational fields consisting of natural turf repairs such as but not limited to reseeded, aeration, soil leveling, weed removal, and drainage improvements. Other improvements to facilities supporting the recreational fields, comprised of repair and/or replacement of a concrete surface drain adjacent to the recreational fields, slurry seal or overlay and striping of the parking lot for off-street parking purposes, striping of the off-street parking area for alternate use as a basketball court (striping color to contrast with parking striping), and installation of two basketball hoops and backboards with adjustable heights and a maximum rim height of ten (10) feet.

Residents' Common Building - Construction of one (1) approximately 860-square foot amenity building, substantially consistent in height, materials, and architectural design with that shown on Sheet A3.15 of the plan set presented to the Planning Commission on March 20, 2023, comprised of an open floor area, snack window/kiosk, kitchen countertop and sink, a 61-square foot restroom, and exterior covered picnic area and installation of at least four (4) picnic tables.

Recreation Restroom - Construction of one (1) approximately 716-square foot amenity building, substantially consistent in height, materials, and architectural design with that shown on Sheet A3.15 of the plan set presented to the Planning Commission on March 20, 2023, comprised of two gender separated restrooms with toilets, urinals, handwashing sinks, and other restroom improvements as required by the California Building Code.

Exhibit C

Depiction of Recreation Site

[to be inserted]

Exhibit D

Form of Agreement to be Recorded

[to be inserted]

