

From: [aj](#)
To: [Boomer, Roberta \(MTA\); MTABoard](#)
Cc: [Major, Erica \(BOS\); CPC-Commissions Secretary; Cat Carter; DPH - thea; Robert Feinbaum; BRCAC \(ECN\); SNA BRC](#)
Subject: Comment #1 for 6/16/2020 SFMTA meeting--Item 11 Balboa Reservoir EIR on transit delay
Date: Monday, June 15, 2020 12:42:21 PM

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SFMTA Board, Balboa Reservoir CAC:

An EIR is supposed to be "adequate, accurate, and objective."

The Balboa Reservoir EIR fails the requirements for being accurate and objective. The Project's facts have been--like the facts to justify the Iraq War-- fixed around the policy.

- **SUPPLEMENTAL EIR CONTRADICTS PROGRAM EIR's FINDING OF SIGNIFICANT TRANSIT DELAY**

- The SEIR concludes that there will less-than-significant impact on transit delay (Impact TR-4) from the Reservoir Project. This directly contradicts the Balboa Park Station Program EIR's conclusion:

"...ingress...from Lee Avenue [westbound right turn-only ingress to Lee Extension] would result in significant adverse transportation impacts. As a consequence, Access Option #1 is rejected from further consideration as part of the Area Plan." (FEIR, p.191)

- **4-MINUTE THRESHOLD OF SIGNIFICANCE FOR TRANSIT DELAY IS AN UNSUPPORTED ASSERTION, LACKING SUBSTANTIAL EVIDENCE**

- The Final SEIR uses a quantitative threshold of significance of 4-minute Reservoir-related Transit Delay. In other words, Transit Delay is considered insignificant unless the Project contributes 4 minutes of delay to a MUNI line. In the real world of MUNI passengers and operators, a 4-minute delay in a short stretch near the Reservoir is extremely significant.
- The establishment of a quantitative threshold of significance is required to be based on "substantial evidence." The Final SEIR claims that substantial evidence for the 4-minute threshold of significance is contained in Planning Dept's "Transportation Impact Assessment Guidelines." Contrary to the claim of "substantial evidence", the 4-minute significance criterion contained in the TIA Guidelines is only an assertion, without any evidence whatsoever. The "substantial evidence" for the 4-minute delay significance criterion consists of this one sentence: *"For individual Muni routes, if the project would result in transit delay greater than or equal to four minutes, then it might result in a significant impact."* This one sentence constitutes the entirety of the claimed "substantial evidence" in the TIA Guidelines. This one sentence appears in the body of the TIA Guidelines and in the Appendix I "Public Transit Memorandum." However, repetition of a one-sentence assertion does not constitute "substantial evidence."
- The 4-minutes late significance threshold only serves as a "Get Out of Jail Free card" for the Project's real-world significant contribution to Transit Delay.

- **REMOVAL OF UNFAVORABLE DATA IN FINAL SEIR**

- The draft SEIR contained Transit Delay data that was found to be unfavorable to the Project.
 - Kittelson Associates (EIR Transportation Analysis contractor) data from Table 3.B-18 "Transit Delay Analysis" was computed to show Reservoir-related delay of 1 minute 55 seconds for a 7-minute running time route segment--a 27.4% increase over the scheduled 7-minute running time between two 43 Masonic scheduled timepoints. Table 3.B-18 was replaced in the Final SEIR to eliminate the unfavorable Reservoir-related Transit Delay.
 - The draft SEIR assessed Transit Delay for Geneva Avenue between City College Terminal and Balboa Park Station. This segment is travelled by the 8 Bayshore and the 43 Masonic. The data for this segment has been eliminated and Table 3.B-8 has been replaced. The new Table 3.B-8 eliminates the 8 Bayshore from assessment entirely, disappeared! Once again, unfavorable data has been eliminated from the Final SEIR.
 - In place of the removed data, the Final SEIR replaced the original unfavorable data with new data. The new, more favorable, data was collected on 12/18/2019—Finals Week, before Xmas. Finals Week just before Xmas is not representative of a normal school day.

- **INADEQUATE MITIGATION MEASURES**

- The Final SEIR contains three new Transit Delay Mitigation Measures: 1) Signal timing modifications at Ocean/Brighton, 2) Signal timing modifications at Ocean/Lee, 3) Boarding island for southbound 43 at Frida Kahlo/Ocean.
 - These mitigation measures are "finger in the dyke" measures that are incommensurate with the root problem. The fundamental unsolvable problem is the limited roadway network surrounding the Project. That is why the Balboa Park Station Area Final Program EIR had determined that a Lee Extension ingress "would result in *significant adverse transportation impacts*. *As a consequence, Access Option #1 is rejected from further consideration as part of the Area Plan.*"

Don't just be an unthinking rubber stamp to an EIR that is neither objective nor accurate.

--Alvin Ja, retired MUNI Operator/Inspector/Dispatcher/Instructor; Main author of original 3rd Street Rail Operator Training manual

From: [Zoe Eichen](#)
To: [CPC-Commissions Secretary](#); [Jonin, Jonas \(CPC\)](#); [Hood, Donna \(PUC\)](#); balboareservoir@gmail.com; [BRCAC \(ECN\)](#); [Yee, Norman \(BOS\)](#)
Subject: Save Balboa Reservoir
Date: Monday, June 22, 2020 12:40:03 PM

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The 1879 CA constitution states that we cannot have liberty without educational opportunity. Without the Balboa Reservoir as part of CCSF's spot, that prevents accessibility to the college. Giving that space to privatization is not the answer. How will people be able to take classes at Ocean Campus, which is being reduced to the majority of the classes at CCSF, if they can't park their cars or just have space on campus?

From: [aj](#)
To: [Major, Erica \(BOS\)](#); [Board of Supervisors, \(BOS\)](#); [Yee, Norman \(BOS\)](#)
Cc: [BRCAC \(ECN\)](#); [SNA BRC](#); [Public Lands for Public Good](#); [CCSF Collective](#); [ccsfheat@gmail.com](#); [Safai, Ahsha \(BOS\)](#); [MandelmanStaff, \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Stefani, Catherine \(BOS\)](#); [Preston, Dean \(BOS\)](#); [Mar, Gordon \(BOS\)](#); [RonenStaff \(BOS\)](#); [Haney, Matt \(BOS\)](#); [Fewer, Sandra \(BOS\)](#); [Walton, Shamann \(BOS\)](#)
Subject: Looking 57 years forward when affordability ends
Date: Saturday, June 27, 2020 7:35:22 PM

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Land & Transportation Committee, BOS, BRCAC, D7 Supervisor Yee:

The Balboa Reservoir Development Agreement's affordability restriction expires after 57 years. 57 years is not "in perpetuity" as it had been deceptively marketed by OEWD, Planning Dept, and Avalon-Bridge.

The situation described in the San Mateo Daily Journal article below should serve as a warning of what lies ahead.

Foster City residents living in affordable units are encountering a crisis because of expiration of affordability restrictions. The same will happen at the Balboa Project.

After 57 years, the patient Reservoir developers will have hit the jackpot when they own everything without restrictions that they bought at a giveaway price.

Don't be party to this Privatization Scam!

Here's the Foster City story:

Affordable rents to expire at Foster City apartment building

More than 70 facing massive rent increases they say they can't afford

By Zachary Clark Daily Journal staff Mar 7, 2020

A Foster City apartment building's below-market rate program will soon expire, causing 74 renters, including seniors with disabilities and families, to face rent increases

with some more than six times what they currently pay.

Located at 700 Bounty Drive and owned by Essex Property Trust, the 490-unit Foster's Landing Apartments entered into an agreement with the city in 1986 to keep 15% of units affordable for more than three decades. That agreement will soon sunset.

On Dec. 31, 40 of the building's below-market rate units will become market-rate ones, while rents for the other 24 affordable units will become market rate over the next two years.

While the residents aren't being evicted from their apartments, the enormous rent increases will mean many if not all of them will have to relocate. They're fearful they'll be forced to leave an area that has been their home for decades and some are worried they'll soon be homeless.

"This leaves a lot of families in a very vulnerable place," said Corrine Warren, whose mother has been a resident at Foster's Landing for 33 years. "This has caused my mom a lot of stress. We're not sure what to do. We don't know what's going to happen."

Residents of the below-market rate units at Foster's Landing currently pay in rent 30% of their monthly income. For Warren's mother, that comes out to \$800 per month for a two-bedroom apartment. Starting Jan. 1, she'll have to pay around \$4,200 per month for it.

Barbara Grossetti, also a Foster's Landing resident, currently pays \$500 a month for an apartment that by the same time will likely cost about \$3,200 per month.

“We have disabled people, people in their 90s here, families, single parents and seniors like me living on Social Security,” she said. “They have nowhere to go. They’ll be homeless.

“Legally [Essex] has the right to do this, but morally they don’t,” she added. “It’s all about greed, that’s what it comes down to. They’ll get so much money for these apartments.”

Grossetti moved into Foster’s Landing three years ago after being on an affordable housing wait list for six years. She said at the time she wasn’t told her below-market rate rents will soon expire.

The tenants acknowledge Essex’s legal right to charge market rate rents, but feel they should at least be granted more time to find a new home.

“Since my mother has been there 33 years I think it’s fair to give her one to three years time before the new rates begin,” Warren said. “But even then it’d be really difficult to find anything. I’ve called a few places and the wait list is between five and 10 years.”

Essex only wanted to comment on the situation in a statement. In it, Barb Pak, a senior vice president for the company, said notifications were sent to residents over a year ago “to provide ample time to prepare for the transition” with follow-up notifications delivered recently.

“The city is aware of all tenants who have expiring leases and we hope the city will help provide alternatives,” the statement adds. Essex purchased the building and assumed the affordable housing agreement with the city in 2014.

At a meeting Monday, Charlie Bronitsky, a former Foster

City mayor and land use lawyer, asked the current council to discuss the situation at its next meeting and form a committee to explore potential solutions for the tenants. The council appeared amenable to his proposal.

Councilman Sam Hindi has already began working with the tenants as well as the office of U.S. Rep. Jackie Speier, D-San Mateo, to see what can be done to support the tenants.

“It’s a tragedy,” he said of the tenants’ uncertain future. “The city wants to preserve all these below-market rate units no question about it. We need all hands on deck and I will not leave any stone unturned to try to get safety and a roof over the heads of our residents.”

Bronitsky said he’s only in the beginning stages of researching what can be done to assist, but has already concluded recently-passed state laws, including Assembly Bill 1482, do not apply in this case. Assembly Bill 1482 created rent caps in California and went into effect in January.

He said some are asking charitable organizations to help with the tenants’ rent. Councilmembers are also exploring the feasibility of placing the tenants at the top of affordable housing lists elsewhere.

Other potential actions include the adoption of an urgency rent control ordinance or the council could choose to subsidize the tenant’s rents or provide relocation assistance, among other actions. Officials are also engaging the nonprofit community to see what can be done.

Bronitsky hopes a solution can be arrived at voluntarily and said he’s trying to arrange meetings with Essex to do so.

Assistant City Manager Dante Hall said the city has met with Essex representatives on multiple occasions and is still working with them on potential solutions.

“We don’t want to say they’re not being cooperative,” he said. “Essex is still thinking about it and we’re trying to find out if we can bring in some partners or if we can find some other ways to take care of families. Hopefully we find a resolution.”

On the bright side, Hindi said no other affordable apartment complex in the city will expire until 2050.

From: [aj](#)
To: [BRCAC \(ECN\)](#); [Major, Erica \(BOS\)](#); [Wong, Linda \(BOS\)](#); [Board of Supervisors, \(BOS\)](#); [Yee, Norman \(BOS\)](#); [Low, Jen \(BOS\)](#)
Cc: [Jon Winston](#); [cgodinez](#); [mikeahrens5](#); [sunnyside.balboa.reservoir](#); [Brigitte Davila](#); [Peter Tham](#); [marktang.cac@gmail.com](#); [jumpstreet1983](#); [rmuehlbauer](#); [SNA BRC](#)
Subject: Non-conformity of Development Agreement with Principles & Parameters
Date: Tuesday, July 7, 2020 2:26:53 PM

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BRCAC, Land Use & Transportation Committee, Budget & Finance Committee, BOS, Files 200422, 200423, 200635:

As the Reservoir Project approvals reach the final stages, I urge a review of how the Development Agreement conforms with the Principles & Parameters:

Preamble:

- **Transportation and Neighborhood Congestion:** Traffic congestion and the availability of street parking are already major problems facing the local community. No development proposal is likely to garner community support if it would worsen these conditions.

- **City College:** The community cares deeply about City College's long-term health and growth. We are especially concerned that the Balboa Reservoir development will displace a surface parking lot currently utilized by City College students. It will be critical for the Balboa Reservoir developer to work with City College to address parking needs by identifying alternative parking and transportation solutions that do not compromise students' ability to access their education.

- **Affordable Housing:** Members of the CAC and the community are deeply concerned about housing affordability. We would like to see a significant proportion of the housing at Balboa Reservoir be affordable to a combination of low, moderate, and middle-income people. However, housing cannot come at the cost of increased congestion.

Principles & Parameters:

HOUSING

Principle #1: Build new housing for people at a range of income levels. Parameters:

a. Make at least 50% of total housing units permanently affordable in perpetuity to low (up to 55% of Area Median Income (AMI)), moderate (up to 120% of AMI), and middleincome (up to 150% AMI) households, provided that this can be achieved while also ensuring project feasibility and providing the economic return to SFPUC ratepayers that is required by law.

1. Make at least 33% of total housing units **permanently affordable in perpetuity** to low or moderate-income households, consistent with Proposition K (2014).

aj comment:

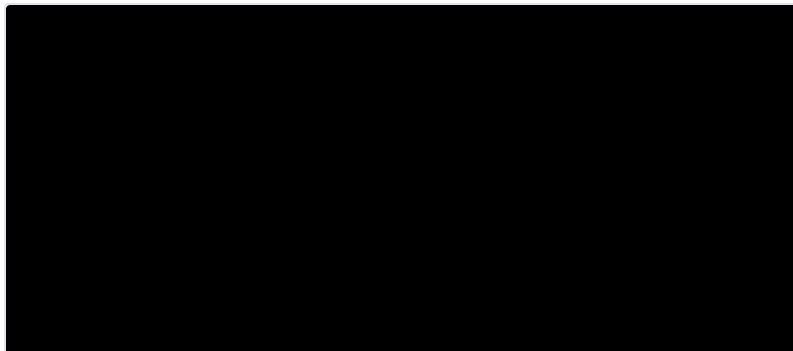
Contrary to "permanently affordable in perpetuity" the Development Agreement's Exhibit D 'AFFORDABLE HOUSING PROGRAM' states:

4. Affordability Restrictions.

*(a) Each Affordable Parcel will be subject to a recorded regulatory agreement approved by MOHCD to maintain affordability levels for the life of the Project or **fifty-seven (57) years,***

A cautionary tale for people to look into the future, 57 years from now:

['There's nowhere to go:' Peninsula tenants face eviction as rent control expires](#)



'There's nowhere to go:' Peninsula tenants face eviction as rent control...

The Foster's Landing complex has for years provided housing for low-income families.

https://www.smdailyjournal.com/news/local/affordable-rents-to-expire-at-foster-city-apartment-building/article_198deaa8-6024-11ea-9440-33aa98e33239.html

Principle #3: Help to alleviate City's undersupply of housing.

Parameters:

b. Create housing **without** compromising the quality of design or construction or **outpacing needed transportation infrastructure.**

aj comment:

The Transit Mitigation Measures in the Development Agreement has 3 elements: 1) A boarding island for the southbound 43 Masonic at Frida Kahlo/Ocean-Geneva; 2) Signal timing changes at Ocean/Brighton with no westbound to southbound left turns, and protected EB to NB left turn phase;3) Signal timing changes at Ocean/Plymouth (?! shouldn't this be Lee?!!) with no

WB to SB left turns, and protected EB to NB left turn phase.

These 3 mitigation measures are token measures that are incommensurate with transit delay that will be caused by the 1,100-unit project. The limiting factor is the fact that the 1100-unit project will only have ingress/egress at Lee and at one location on Kahlo Way. Tinkering with signal changes and adding a boarding island will not be able to solve the inherent problem of the limited roadway access to a landlocked parcel.

TRANSPORTATION

Principle #1: Manage parking availability for onsite residents while managing parking to meet City College enrollment goals and coordinating with City parking policies for the surrounding neighborhoods.

c. Working with City College and the City, describe an appropriate parking and transportation demand management plan that accommodates all appropriate City College student and employee demand at full enrollment, including access to the City College's future Performing Arts and Education Center. The TDM plan (including assumptions such as data and projections) should be coordinated with City College and consistent with recommendations in the forthcoming Balboa Area TDM Plan. If expert analysis demonstrates that shared parking is a viable approach, explore accommodating City College affiliates and other non-residents in shared parking facilities (garages where the same parking spaces are utilized by residents during non-peak hours and accessible to all others, including City College students and employees at other times).

aj comment:

The Development Agreement does not conform with this Principle. The Development Agreement calls for an absolute maximum of 450 spaces, deliberately ignoring "full enrollment, including access to the...future PAEC." The Fehr & Peers CCSF TDM & Parking Plan--which accounts for PAEC--shows "there would be unserved demand for around 980 to 1,767 parking spaces."

PROJECT'S RELATIONSHIP TO CITY COLLEGE

Principle #3: In coordination with City College, design and implement the project's transportation program in such a way that also creates new sustainable transportation opportunities for City College students, faculty, and staff.

b. Working with City College and the City, develop an appropriate parking and TDM strategy that accommodates City College students and employees. If expert analysis demonstrates that shared parking is a viable approach, explore accommodating City College affiliates and other non-residents in shared parking facilities (garages where

the same parking spaces are utilized by residents during non-peak hours and accessible to all others, including City College students, faculty, and staff, at other times).

aj comment:

The Development Agreement does not conform with this Principle. The Development Agreement calls for an absolute maximum of 450 spaces. And if nobody had been looking at the fine print, the DA would only specify 220 spaces, based on a cherry-picked figure from the Fehr Peers TDM Study. Even the current 450 spaces deliberately ignores "full enrollment, including access to the...future PAEC."

The Fehr & Peers CCSF TDM & Parking Plan--which does account for PAEC-- shows " there would be unserved demand for around 980 to 1,767 parking spaces."

c. Phase the project in such a way that changes to the current parking lot can occur gradually, allowing for incremental adaptations rather than the wholesale removal of all parking spaces at once.

aj comment:

The Development Agreement does not conform with Principle 3c. Exhibit J of the DA, "Transportation" states:

b. Interim Parking

During the initial site-wide grading phase of construction of the Project no publicly-available parking spaces will be provided.

Principle #4: To ensure that the Balboa Reservoir project is sensitive to City College's mission and operations, work with City College and its master planning consultants to ensure that the Balboa Reservoir site plan and City College's forthcoming new Facilities Master Plan are well coordinated and complementary.

b. Assume that City College's planned Performing Arts & Education Center, designed for City College property immediately to the east of the Balboa Reservoir site, will be built. Working with City College and the City, describe an appropriate parking and transportation demand management plan that accommodates access to the future Performing Arts and Education Center (see Transportation parameter 1c).

aj comment:

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--Alvin Ja