File No. 120366 Committee Item No. 10
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Land Use and Economic Development **Date** June 15, 2012

Board of Supervisors Meeting **Date** _____

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☒	☐	Planning Director's Report, dtd 4/19/12
☒	☐	Planning Commission Motion No. 18592
☒	☐	Planning Commission Resolution No. 18602
☒	☐	Municipal Transportation Agency Resolution No. 12-064
☒	☐	Memorandum of Understanding
* ☒	☐	Development Agreement
☒	☐	Public Hearing Notice
☐	☐	
☐	☐	

Completed by: Alisa Miller **Date** June 8, 2012
Completed by: _____ **Date** _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

[Development Agreement - Sutter West Bay Hospitals - California Pacific Medical Center]

Ordinance: 1) approving a Development Agreement between the City and County of San Francisco and Sutter West Bay Hospitals, for certain real property associated with the California Pacific Medical Center Long Range Development Plan located at various locations in the City and County of San Francisco and generally referred to as the St. Luke's Campus, Cathedral Hill (Van Ness and Geary) Campus, Davies Campus, Pacific Campus, and California Campus; 2) making findings under the California Environmental Quality Act, findings of conformity with the City's General Plan and with the eight priority policies of Planning Code Section 101.1(b); and 3) waiving certain provisions of Administrative Code Chapter 56, and ratifying certain actions taken in connection therewith.

NOTE: Additions are *single-underline italics Times New Roman*; deletions are ~~*strike-through italics Times New Roman*~~. Board amendment additions are double-underlined; Board amendment deletions are ~~strikethrough normal~~.

Be it ordained by the People of the City and County of San Francisco:

Section 1. Project Findings. The Board of Supervisors makes the following findings:

(a) California Government Code Section 65864 et seq. authorizes any city, county, or city and county to enter into an agreement for the development of real property within the jurisdiction of the city, county, or city and county.

(b) Chapter 56 of the San Francisco Administrative Code ("Chapter 56") sets forth certain procedures for the processing and approval of development agreements in the City and County of San Francisco (the "City").

(c) Sutter West Bay Hospitals, a California nonprofit public benefit corporation doing business as California Pacific Medical Center ("CPMC"), is the owner of certain real property associated with the CPMC Long Range Development Plan ("LRDP") located at various locations in the City and County of San Francisco and generally referred to as the St. Luke's Campus, Cathedral Hill (Van Ness and Geary) Campus, Davies Campus, Pacific Campus and California Campus (the "Project Sites").

(d) CPMC's proposed LRDP describes an integrated, modern system of health care with medical facilities that would comply with State of California hospital seismic safety laws under a city-wide system of care. The LRDP proposes three state-of-the-art acute care hospitals, increasing the number of San Francisco's earthquake safe hospital beds, creating 1,500 construction jobs (anticipating approximately $2.5 billion in total development costs), retaining and growing over 6,000 existing CPMC jobs and improving health care access for San Franciscans.

(e) CPMC's 2008 Institutional Master Plan describes CPMC's LRDP. Following the San Francisco Planning Commission and the Public Health Commission hearings on the Institutional Master Plan, the Planning Commission on November 19, 2009 accepted the IMP, and in November 2011, the IMP was updated, all in compliance with San Francisco Planning Code Section 304.5 (as so updated, the "IMP").

(f) On March 30, 2012, CPMC filed an application with the City's Planning Department for approval of a development agreement relating to the Project Sites (the "Development Agreement") under Chapter 56. A copy of the Development Agreement is on file with the Clerk of the Board in File No. 120366. Developer also filed applications with the Department for certain activities described in Exhibit B to the Development Agreement (together with the Development Agreement, the "Project"). The Project includes the "Near Term Projects," which generally include the following: (i) on the St.

Luke's Campus, a new replacement hospital, renovation and reuse of the 1957 Building, demolition of the existing hospital tower, construction of a new medical office building, and construction of an entry plaza, courtyard and public pedestrian pathway; (ii) on the new Cathedral Hill Campus, a new hospital and medical office building and the renovation and reuse of an existing office building as a full medical office use; and (iii) on the Davies Campus, a new Neuroscience Institute building. The Project also proposes that a portion of the San Jose Avenue right-of-way between Cesar Chavez Street and 27th Street will be vacated by the City and transferred to CPMC for incorporation into the St. Luke's Campus, and that a pedestrian tunnel will be constructed beneath Van Ness Avenue connecting the eastern portion of Cathedral Hill Hospital to the western portion of the Cathedral Hill MOB.

(g) CPMC also proposes certain Long-Term Projects (as also described in Exhibit B to the Development Agreement), which are subject to additional review and approvals and generally include the following: (i) on the Davies Campus, a new medical office building; and (ii) on the Pacific Campus, an ambulatory care center addition including administrative and medical office uses and underground and above-ground parking facilities.

(h) Concurrently with this Ordinance, the Board is taking a number of actions in furtherance of the Project, as generally described in Exhibit J to the Development Agreement.

(i) The Project would enable CPMC to continue to provide high-quality patient care using ground-breaking technology in seismically safe, state-of-the-art acute care hospitals, increasing the number of highest rated earthquake safe hospital beds, retaining and increasing emergency room capacity in San Francisco, and providing critical resources for San Francisco's disaster preparedness. In addition to the significant benefits which the City will realize due to CPMC's proposed Project, the City has determined that as a result of the development of the Project in accordance with the Development Agreement additional clear benefits to the public will accrue that could not be obtained through application of existing City

ordinances, regulations, and policies. Some of the major additional public benefits that would arise with implementation of the Project include: rebuilding St. Luke's Hospital at a cost of approximately $250 million; a workforce development program that includes a first source hiring program for construction and operation activities, a local business enterprise hiring agreement and a workforce training payment of $2 million; a community healthcare program which includes commitments for St. Luke's operation and a substantial health care services program for the poor and underserved; a housing program providing over $62 million to replacement units, affordable housing and down payment assistance; and transportation and public improvement funding, all as more particularly described in the Development Agreement. The Development Agreement will eliminate uncertainty in the City's land use planning for the Project and secure orderly development of the Project Sites.

Section 2. CEQA Findings.

On April 26, 2012, by Motion No. 18588, the Planning Commission certified as adequate, accurate and complete the Final Environmental Impact Report ("FEIR") for the California Pacific Medical Center Long-Range Development Plan. A copy of Planning Commission Motion No. 18588 is on file with the Clerk of the Board of Supervisors in File No. 120357. Also on April 26, 2012, by Motion No. 18589, the Planning Commission adopted findings, including a statement of overriding considerations and a mitigation monitoring and reporting program, pursuant to the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) ("CEQA"). In accordance with the actions contemplated herein, this Board has reviewed the FEIR and adopts and incorporates by reference as though fully set forth herein the findings, including a statement of overriding considerations, pursuant to CEQA, adopted by the Planning Commission on April 26, 2012 in Motion No. 18589. Said Motion is on file with the Clerk of the Board of Supervisors in File No. 120357.

Section 3. General Plan and Planning Code Section 101.1(b) Findings.

(a) The Board of Supervisors finds that the Development Agreement will serve the public necessity, convenience and general welfare for the reasons set forth in Planning Commission Resolution No. 18602 and incorporates those reasons herein by reference.

(b) The Board of Supervisors finds that the Development Agreement is in conformity with the General Plan, as proposed to be amended and when effective, and the eight priority policies of Planning Code Section 101.1 for the reasons set forth in Planning Commission ~~Resolution~~ Motion No. 18592. The Board hereby adopts the findings set forth in Planning Commission ~~Resolution~~ Motion No. 18592 and incorporates those findings herein by reference.

Section 4. Development Agreement.

(a) The Board of Supervisors approves all of the terms and conditions of the Development Agreement, in substantially the form on file with the Clerk of the Board of Supervisors in File No. 120366.

(b) The Board of Supervisors approves and authorizes the execution, delivery and performance by the City of the Development Agreement as follows: (i) the Director of Planning and (other City officials listed thereon) are authorized to execute and deliver the Development Agreement and consents thereto, and (ii) the Director of Planning and other applicable City officials are authorized to take all actions reasonably necessary or prudent to perform the City's obligations under the Development Agreement in accordance with the terms of the Development Agreement. The Director of Planning, at his or her discretion and in consultation with the City Attorney, is authorized to enter into any additions, amendments or other modifications to the Development Agreement that the Director of Planning determines are in the best interests of the City and that do not materially increase the obligations or liabilities of the City or materially decrease the benefits to the City as provided in the

Development Agreement, subject to the approval of any affected City agency as more particularly described in the Development Agreement.

Section 5. Board Authorization and Appropriation.

By approving the Development Agreement, including its Exhibits, the Board of Supervisors authorizes the Controller and City Departments to accept the funds paid by CPMC as set forth therein, to maintain separate, interest-bearing accounts or subaccounts as contemplated therein, and to appropriate and use the funds for the purposes described therein. Any interest earned on the funds shall remain in the designated account or subaccount for use consistent with the identified purpose and shall not be transferred to the City's General Fund except as permitted by the Development Agreement.

Section 6. Chapter 56 Conformity.

The Development Agreement shall prevail in the event of any conflict between the Development Agreement and Administrative Code Chapter 56, and without limiting the generality of the foregoing clause, for purposes of the Development Agreement only, the provisions of Chapter 56 are waived or its provisions deemed satisfied as follows:

(a) CPMC shall constitute a permitted "Applicant/Developer."

(b) The provisions of Development Agreement Section 4.6 and the Workforce Agreement attached to the Development Agreement as Exhibit E shall apply in lieu of the provisions of Chapter 56, Section 56.7(c).

(c) The provisions of the Development Agreement regarding any amendment or termination, including those relating to "Material Change," shall apply in lieu of the provisions of Chapter 56, Section 56.15.

(d) The provisions of Chapter 56, Section 56.20 have been satisfied by the "Memorandum of Understanding on the Proposed CPMC Project" between CPMC and the Mayor's Office of Economic and Workforce Development, the Department of City Planning

and the Department of Public Works on file with the Clerk of the Board of Supervisors in File No. 120366.

Section 7. Chapter 56 Waiver; Ratification.

(a) In connection with the Development Agreement, the Board of Supervisors finds that the requirements of Chapter 56, as modified hereby, have been substantially complied with, and hereby determines that the CPMC Project taken as a whole constitutes the type of large multi-phase and/or mixed-use development contemplated by Section 56.3(g) and waives any procedural or other requirements of Chapter 56 if and to the extent that they have not been strictly complied with.

(b) All actions taken by City officials in preparing and submitting the Development Agreement to the Board of Supervisors for review and consideration are hereby ratified and confirmed, and the Board of Supervisors hereby authorizes all subsequent action to be taken by City officials consistent with this Ordinance.

Section 8. Effective and Operative Date.

This ordinance shall become effective 30 days from the date of passage. This Ordinance shall become operative only on (and no rights or duties are affected until) the later of (a) 30 days from the date of its passage, or (b) the date that Ordinance _____, Ordinance _____, and Ordinance _____have become effective. Copies of said Ordinances are on file with the Clerk of the Board of Supervisors in File No. 120458, 120459, 120460.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
Charles Sullivan
Deputy City Attorney

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

April 25, 2012

Planning Commission
Attn: Linda Avery
1660 Mission Street, 5th Floor
San Francisco, CA 94103

Dear Commissioners:

April 10, 2012, Mayor Lee introduced the proposed legislation regarding the California Pacific Medical Center Long Range Development Plan (list of legislation attached).

These proposed ordinance and resolutions are being transmitted pursuant to Planning Code Section 302(b) for public hearing and recommendation. They are pending before the Land Use & Economic Development Committee and will be scheduled for hearing upon receipt of your response.

Angela Calvillo, Clerk of the Board

Alisa Miller

By: Alisa Miller, Committee Clerk
Land Use & Economic Development Committee

c: John Rahaim, Director of Planning
Scott Sanchez, Zoning Administrator
Bill Wycko, Chief, Major Environmental Analysis
AnMarie Rodgers, Legislative Affairs
Monica Pereira, Environmental Planning
Joy Navarrete, Environmental Planning

CEQA Clearance under Final Environmental Impact Report for California Pacific Medical Center Long Range Development Plan, Case 2005.0555E, Certified April 26, 2012. CPC M-19583

4/30/12

To: **Honorable Members of the San Francisco Planning Commissioners**
From: **John Rahaim, Planning Director**
Re: **California Pacific Medical Center (CPMC) Development Agreement**
Date: **April 19, 2012**

Update: Director's Report Regarding the CPMC Development Agreement Negotiations

1. Introduction.

Chapter 56 of the San Francisco Administrative Code sets forth the procedure by which any request for a Development Agreement will be processed and approved in the City and County of San Francisco. This report is being written in accordance with S.F. Administrative Code Section 56.10(a).

Sutter West Bay Hospitals doing business as California Pacific Medical Center ("CPMC") owns three sites of real property located in the City and County of San Francisco, California. The Cathedral Hill Campus located at 1100 & 1101 Van Ness Avenue (Assessor's Blocks and Lots 0695/005, 006; 0694/005, 006, 007, 008, 009, 009A, and 010). The St. Luke's Campus located at 3555 Cesar Chavez Street (Assessor's Blocks and Lots 6575/001, 002; 6576/021 and a portion of San Jose Avenue between Cesar Chavez Street and 27th Street). The Davies Campus located at 601 Duboce Avenue (Assessor's Blocks and Lots, 3539/001).

CPMC filed an application with the City's Department of Planning for approval of a Development Agreement for the Project Site under Administrative Code Chapter 56. CPMC also filed applications with the Department of Planning for (1) General Plan Amendments under Planning Code section 340, (2) Zoning Map Amendment under section 302; (3) Planning Code amendment to create the Cesar Chavez/Valencia Streets Medical Special Use District, Planning Code section 249.68 (4) Planning Code amendment to create the Van Ness Medical Use Subdistrict within the Van Ness Special Use District, Planning Code section 243, and (5) Office Allocation Approval under Planning Code section 321.

All of these items are scheduled for your review and possible approval at the Commission meeting on April 26, 2012.

2. Background.

State law (SB 1953) requires that all acute-care hospitals be seismically upgraded such that they are operational after a major earthquake. Three of CPMC's four acute-care hospitals must be rebuilt or de-licensed in order to comply with state law, including the hospitals at California, Pacific, and St. Luke's Campus'.

Altogether, CPMC's intends to build five new buildings at three of their campuses. To meet the state law requirement, CPMC proposes to build a new hospital at the St. Luke's Campus. Acute-care services at the California and Pacific Campuses are proposed to be combined into a new hospital at the Cathedral Hill Campus. The Davies Campus was retrofitted in 2008, enabling this campus to accommodate acute-care hospital services until 2030.

3. Development Agreement Negotiations.

The City's Department of Planning has negotiated a Development Agreement for the Project. The parties begun negotiations in October 2010 and have continued negotiating through to March 26, 2012 the date the most recent draft of the Development Agreement was forwarded to the Planning Commission for consideration. A copy of all of the drafts of the Development Agreement that were exchanged between the parties can be found in the files of the City Department of Planning at 1660 Mission Street. These exchanged drafts reflect the items under negotiation throughout the process. Without limiting the foregoing, we note that the negotiations between the parties included the following meetings:

1) October 26, 2010. Meeting to discuss general term of the Development Agreement. Attendees include Ken Rich (Office of Economic and Workforce Development (OEWD)), Anita Wood (Deputy City Attorney), Audrey Pearson (Deputy City Attorney), Tay Via (Coblentz, Patch, Duffy, Bass), Pam Duffy (Coblentz, Patch, Duffy, Bass), Mark Farrar (CPMC). No agreements reached.

2) January 24, 2011. Meeting to discuss general term of the Development Agreement. Attendees include, Jennifer Matz (OEWD), Ken Rich (OEWD), Anita Wood (Deputy City Attorney), Audrey Pearson (Deputy City Attorney), Tay Via (Coblentz, Patch, Duffy, Bass), Pam Duffy (Coblentz, Patch, Duffy, Bass), Mark Farrar (CPMC), Michael Duncheon (General Counsel, Sutter West Bay). No agreements reached.

3) February 23, 2011. Meeting to discuss general terms of the Development Agreement. Ken Rich (OEWD), Anita Wood (Deputy City Attorney), Audrey Pearson (Deputy City Attorney), Tay Via (Coblentz, Patch, Duffy, Bass), Pam Duffy (Coblentz, Patch, Duffy, Bass), Mark Farrar (CPMC), Michael Duncheon (General Counsel, Sutter West Bay). No agreements reached.

4) March 17, 2011. Meeting to discuss general terms of the Development Agreement. Attendees include Ken Rich (OEWD), Anita Wood (Deputy City Attorney), Audrey Pearson (Deputy City Attorney), Tay Via (Coblentz, Patch, Duffy, Bass), Pam Duffy (Coblentz, Patch, Duffy, Bass), Mark Farrar (CPMC), Michael Duncheon (General Counsel, Sutter West Bay). No agreements reached.

5) April 20, 2011. Meeting to discuss the hospital commitment and general terms of the Development Agreement. Attendees include Ken Rich (OEWD), Tamsen Drew (OEWD), Anita Wood (Deputy City Attorney), Audrey Pearson (Deputy City Attorney), Tay Via (Coblentz, Patch, Duffy, Bass), Pam Duffy (Coblentz, Patch, Duffy, Bass), Mark Farrar (CPMC), Michael Duncheon (General Counsel, Sutter West Bay). No agreements reached.

6) May 18, 2011. Meeting to discuss general terms of the Development Agreement, including termination, the hospital commitment, timing of community benefits, remedies and priority processing. Attendees include Ken Rich (OEWD), Anita Wood (Deputy City Attorney), Audrey Pearson (Deputy City Attorney), Tay Via (Coblentz, Patch, Duffy, Bass), Pam Duffy (Coblentz, Patch, Duffy, Bass), Mark Farrar (CPMC), Michael Duncheon (General Counsel, Sutter West Bay). No agreements reached.

7) June 1, 2011. Meeting to discuss general terms of the Development Agreement, including title of document, definition of terms, timing of community benefits, city cost recovery, termination, transfer of agreement, and future changes to existing standards. Attendees include Ken Rich (OEWD), Tamsen Drew (OEWD), Anita Wood (Deputy City Attorney), Audrey Pearson (Deputy City Attorney), Matthew Bove (Coblentz, Patch,

Duffy, Bass), Pam Duffy (Coblentz, Patch, Duffy, Bass), Mark Farrar (CPMC), Michael Duncheon (General Counsel, Sutter West Bay). No agreements reached.

8) August 10, 2011. Meeting to discuss the healthcare and housing obligations in the Development Agreement. Attendees include Steve Kawa (Mayor's Office), Starr Terrell (OEWD), Malcolm Yeung (Mayor's Office), Jennifer Matz (OEWD), Ken Rich (OEWD), Tamsen Drew (OEWD),Barbara Garcia (Department of Public Health (DPH), Collen Chawla (DPH), Warren Browner (CPMC), Judy Li (Sutter West Bay), Mark Farrar (CPMC). No agreements reached.

9) August 24, 2011. Meeting to discuss the healthcare and housing obligations in the Development Agreement. Attendees include Steve Kawa (Mayor's Office), Malcolm Yeung (Mayor's Office), Ken Rich (OEWD), Tamsen Drew (OEWD),Barbara Garcia (Department of Public Health (DPH), Collen Chawla (DPH), Warren Browner (CPMC), Judy Li (Sutter West Bay). No agreements reached.

10) September 7, 2011. Meeting to discuss housing and pedestrian safety obligations, St. Luke's Operating Commitment and grants to community clinics in the Development Agreement. Attendees include Steve Kawa (Mayor's Office), Malcolm Yeung (Mayor's Office), Jennifer Matz (OEWD), Ken Rich (OEWD), Tamsen Drew (OEWD),Barbara Garcia (Department of Public Health (DPH), Collen Chawla (DPH), Michael Duncheon (General Counsel, Sutter West Bay), Judy Li (Sutter West Bay). No agreements reached.

11) October 5, 2011. Meeting to discuss CPMC Operating Margin and CPMC Community Benefits. Attendees include John Gates, (Sutter West Bay), Judy Li (Sutter West Bay), Mark Farrar (CPMC), Henry Yu (Sutter West Bay), Emily Webb (CPMC), Robert Gamble (Public Financial Management (PFM)), Robert Guadagno (PFM), Greg Wagner (DPH), Ken Rich (OEWD), Tamsen Drew (OEWD). No agreements reached.

12) October 10, 2011. Meeting to discuss remedies and damages for breach of the Development Agreement. Attendees include Ken Rich (OEWD), Tamsen Drew (OEWD), Charles Sullivan (Deputy City Attorney), Matthew Bove (Coblentz, Patch, Duffy, Bass), Pam Duffy (Coblentz, Patch, Duffy, Bass), Mark Farrar (CPMC), Michael Duncheon (General Counsel, Sutter West Bay). No agreements reached.

13) October 13, 2011. Meeting to discuss cost of 10,000 Medi-Cal Managed Care Beneficiaries. Attendees include John Gates, (Sutter West Bay), Judy Li (Sutter West Bay), Mark Farrar (CPMC), Henry Yu (Sutter West Bay), Emily Webb (CPMC), Paige Siepes-Metzler (Aon-Hewitt), Greg Wagner (DPH), Ken Rich (OEWD), Tamsen Drew (OEWD). No agreements reached.

14) October 17, 2011. Meeting to discuss cost of 10,000 Medi-Cal Managed Care Beneficiaries. Attendees include John Gates, (Sutter West Bay), Judy Li (Sutter West Bay), Mark Farrar (CPMC), Henry Yu (Sutter West Bay), Emily Webb (CPMC), Paige Siepes-Metzler (Aon-Hewitt), Greg Wagner (DPH), Colleen Chawla (DPH), Tamsen Drew (OEWD). No agreements reached.

15) October 19, 2011. Meeting to discuss CPMC Operating Margin and CPMC Community Benefits. Attendees John Gates, (Sutter West Bay), Judy Li (Sutter West Bay), Mark Farrar (CPMC), Henry Yu (Sutter West Bay), Robert Gamble (Public Financial Management (PFM)), Robert Guadagno (PFM), Greg Wagner (DPH), Colleen Chawla (DPH), Ken Rich (OEWD), Tamsen Drew (OEWD). No agreements reached.

16) October 26, 2011. Meeting to discuss hospital commitment and other general terms in the Development Agreement. Attendees include Ken Rich (OEWD), Tamsen Drew (OEWD), Charles Sullivan (Deputy City Attorney), Matthew Bove (Coblentz, Patch, Duffy, Bass), Pam Duffy (Coblentz, Patch, Duffy, Bass), Mark Farrar (CPMC), Michael Duncheon (General Counsel, Sutter West Bay). No agreements reached.

17) October 31, 2011. Meeting to discuss health care terms in the Development Agreement including St. Luke's commitments. Attendees include Ken Rich (OEWD), Tamsen Drew (OEWD), Charles Sullivan (Deputy City Attorney), Matthew Bove (Coblentz, Patch, Duffy, Bass), Pam Duffy (Coblentz, Patch, Duffy, Bass), Mark Farrar (CPMC), Michael Duncheon (General Counsel, Sutter West Bay). No agreements reached.

18) January 9, 2012. Meeting to discuss healthcare terms including innovation fund, St. Luke's operating commitment, 10,000 Medi-Cal Managed Care Beneficiaries, and Baseline Healthcare obligation. Attendees include, Ken Rich (OEWD), Tamsen Drew (OEWD), Malcolm Yeung (Mayor's Office), Colleen Chawla (DPH), Judy Li (Sutter West Bay), Mark Farrar (CPMC). No agreements reached.

19) January 11, 2012. Meeting to discuss healthcare obligations including the innovation fund. Attendees include Ken Rich (OEWD), Tamsen Drew (OEWD), Malcolm Yeung (Mayor's Office), Barbara Garcia (DPH), Greg Wagner (DPH), Colleen Chawla (DPH), Judy Li (Sutter West Bay), Mark Farrar (CPMC).No agreements reached.

20) January 20, 2012. Meeting to discuss healthcare obligations and financial thresholds. Attendees include Ken Rich (OEWD), Tamsen Drew (OEWD), Greg Wagner (DPH), Judy Li (Sutter West Bay), Mark Farrar (CPMC), John Gates (Sutter West Bay), Henry Yu (Sutter West Bay). No agreements reached.

21) January 23, 2012. Meeting to discuss healthcare obligations and financial thresholds. Attendees include Ken Rich (OEWD), Tamsen Drew (OEWD), Greg Wagner (DPH), Judy Li (Sutter West Bay), Mark Farrar (CPMC), John Gates (Sutter West Bay), Henry Yu (Sutter West Bay). No agreements reached.

22) January 24, 2012. Meeting to discuss healthcare obligations and financial thresholds. Attendees include Ken Rich (OEWD), Tamsen Drew (OEWD), Greg Wagner (DPH), Judy Li (Sutter West Bay), Mark Farrar (CPMC), John Gates (Sutter West Bay), Henry Yu (Sutter West Bay). No agreements reached.

23) February 27, 2012. Meeting to discuss proposed term sheet on business terms, including healthcare, housing, workforce, transit, and pedestrian safety. Attendees include Ken Rich (OEWD), Tamsen Drew (OEWD), Malcolm Yeung (Mayor's Office), Cyndi Kettmann (CPMC), Mark Farrar (CPMC). Tentative agreement reached.

24) March 3, 2012. Meeting to discuss outstanding business terms for transportation, housing and public improvements. Attendees include Ken Rich (OEWD), Tamsen Drew (OEWD), Malcolm Yeung (Mayor's Office), Mark Farrar (CPMC). No agreement reached.

25) March 7, 2012. Meeting to discuss hospital commitment, transportation, and tolling. Attendees include Ken Rich (OEWD), Tamsen Drew (OEWD), Charles Sullivan (Deputy City Attorney), Matthew Bove (Coblentz, Patch, Duffy, Bass), Pam Duffy (Coblentz, Patch, Duffy, Bass), Mark Farrar (CPMC), Michael Duncheon (General Counsel, Sutter West Bay). No agreement reached.

26) March 12, 2012. Meeting to discuss healthcare commitments including Baseline Healthcare Commitment, Medi-cal Managed Care Beneficiaries, Operating Margin, and Innovation Fund. Attendees include Ken Rich (OEWD), Tamsen Drew (OEWD), Charles Sullivan (Deputy City Attorney), Joshua Steinhauer (Coblentz, Patch, Duffy, Bass), Pam Duffy (Coblentz, Patch, Duffy, Bass), Mark Farrar (CPMC), Michael Duncheon (General Counsel, Sutter West Bay). No agreement reached.

27) March 15, 2012. Meeting to discuss outstanding issues including transportation fees, damages, healthcare commitments. Ken Rich (OEWD), Tamsen Drew (OEWD), Charles Sullivan (Deputy City Attorney), Colleen Chawla (DPH), Matthew Bove (Coblentz, Patch, Duffy, Bass), Pam Duffy (Coblentz, Patch, Duffy, Bass), Mark Farrar (CPMC), Michael Duncheon (General Counsel, Sutter West Bay), Cyndi Kettmann (CPMC). Tentative agreements reached.

28) March 19, 2012. Meeting to discuss outstanding business terms including public improvements, housing, healthcare and effect on City's Health Services System (HSS). Attendees include Ken Rich (OEWD), Tamsen Drew (OEWD), Charles Sullivan (Deputy City Attorney), Joshua Steinhauer (Coblentz, Patch, Duffy, Bass), Pam Duffy (Coblentz, Patch, Duffy, Bass), Mark Farrar (CPMC), Michael Duncheon (General Counsel, Sutter West Bay). Tentative agreement reached.

29) April 17, 2012. Meeting to discuss Community Advisory Groups (CAG) and provisions for mental healthcare. Ken Rich (OEWD), Tamsen Drew (OEWD), Colleen Chawla (DPH), Charles Sullivan (Deputy City Attorney), Pam Duffy (Coblentz, Patch, Duffy, Bass), Tay Via (Coblentz, Patch, Duffy, Bass), Mark Farrar (CPMC), Judy Li (CPMC). Tentative agreement reached.

4. Conclusion.

We believe that both parties negotiated in good faith and the end result is a project that, if constructed, will benefit the City.

This summary is prepared for information purposes only, and is not intended to change, supplant, or be used in the interpretation of, any provision of the Development Agreement. For any specific question or interpretation, or for any additional detail, reference should be made to the Development Agreement itself. I and my staff, as well as the City Attorney's Office, are available to answer any questions that you may have regarding the Development Agreement or the negotiation process.

SAN FRANCISCO
PLANNING DEPARTMENT

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

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415.558.6378

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415.558.6409

Planning
Information:
415.558.6377

April 27, 2012

Ms. Angela Calvillo, Clerk
Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Re: **Transmittal of Planning Department Case Numbers:**
2009.0885MTZCBRSK, 2009.0886MTZCBRSK, 2012.0403W:
California Pacific Medical Center Long Range Development Plan Project

BOS File No.'s: 120357, 120358, 120359, 120360, 120366, plus *pending* General Plan Amendment File No's_____ and _____ .
Planning Commission Recommendation: *Approval*

Dear Ms. Calvillo,

Attached please find one original hardcopy plus this electronic transmittal of the proposed General Plan Amendment Ordinances, Planning Code Text Amendment Ordinances, Zoning Map Amendment Ordinances, and a Development Agreement Ordinance (collectively, the "Ordinances") for Board of Supervisors' approval. These Ordinances are associated with the California Pacific Medical Center Long Range Development Plan Project (hereinafter "CPMC LRDP Project"), which is a multi-phased development strategy to meet state seismic safety requirements for hospitals and to create a 20-year framework for CPMC's four existing medical campuses and for construction of a proposed new medical campus (the "Cathedral Hill Campus") in San Francisco. The proposed LRDPs would facilitate the development of certain Near-Term Projects under the CPMC LRDP at CPMC's St. Luke's, Cathedral Hill, and Davies Campuses.

On April 5, 2012, the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to consider the initiation of the proposed General Plan Amendment Ordinances associated with the CPMC LRDP Project.

On April 10, 2012, the Mayor introduced at the regularly scheduled Board of Supervisors hearing various legislation associated with the CPMC LRDP Project, including the Planning Code Text Amendment Ordinances, Zoning Map Amendment Ordinances, and a Development Agreement Ordinance.

On April 26, 2012, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Ordinances as part of the CPMC LRDP Project.

* Complete memorandum in File No. 120357 *

SAN FRANCISCO
PLANNING DEPARTMENT

Executive Summary

CPMC Long Range Development

HEARING DATE: APRIL 26, 2012

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Date: April 12, 2012

Case No.: **Cathedral Hill Campus:** 2009.0885MTZWCBRSK
St. Luke's Campus: 2009.0886MTZWCBRSK
Davies Campus: 2004.0603CW
All Campuses: 2005.0555E; 2012.0403W

Project Address: **Cathedral Hill Campus:** 1100 & 1101 Van Ness Avenue; 1255 Post Street; 1020, 1028-1030, 1034-1036, 1040-1052, 1054-1060, and 1062 Geary Street; 1375 Sutter Street
St. Luke's Campus: 3555, 3615 Cesar Chavez Street; 1580 Valencia Street
Davies Campus: 601 Duboce Avenue
Pacific Campus: 2315 & 2333 Buchanan Street; 2300 California Street; 2330, 2340-2360, 2351, 2400, & 2405 Clay Street; 2315, 2323, 2324, 2329, & 2395 Sacramento Street; 2018, 2100 & 2200 Webster Street
California Campus: 3698, 3700, 3838 & 3848-3850 California Street; 3801, 3905, 3773 & 3901 Sacramento Street; 460 Cherry Street

Zoning/Ht. & Blk. **Cathedral Hill Campus:** RC-4,Van Ness Special Use District/130-V; NC-3/130-E
St. Luke's Campus: RH-2/105-E, 65-A
Davies Campus: RH-3/65-D, 130-E
Pacific Campus: RM-1, RM-2; 40-X, 160-F
California Campus: RH-2, RM-2; 40-X, 80-E

Proposed Zoning/ Height & Bulk: **Cathedral Hill Campus:** RC-4, Van Ness Special Use District, Van Ness Avenue Medical Use Subdistrict/265-V (hospital site), 130-V (MOB site); NC-3/130-E (1375 Sutter Street site)
St. Luke's Campus: RH-2, Cesar Chavez/Valencia Streets Medical Use Special Use District/105-E
Davies Campus: No Change
Pacific Campus: No Change
California Campus: No Change

Assessor's Block/Lot: **Cathedral Hill Campus:** 0695/005, 006; 0694/005, 006, 007, 008, 009, 009A, 010; 0690/016
St. Luke's Campus: 6575/001, 002; 6576/021 and a portion of San Jose Avenue between Cesar Chavez Street and 27th Street
Davies Campus: 3539/001
Pacific Campus: 0612/008; 0613/002, 029; 0628/013, 014; 0629/041, 044; 0636/033; 0637/014, 015, 016, 017, 018, 019
California Campus: 1015/001, 016, 052, 053, 054; 1016/001, 002, 003, 004, 005, 006, 007, 008, 009; 1017/027, 028

* Complete memorandum in File No. 120357 *

SAN FRANCISCO
PLANNING DEPARTMENT

1650 Mission St.
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Planning Commission Motion No.18592

GENERAL PLAN FINDINGS

PLANNING CODE SECTION 101.1 FINDINGS

HEARING DATE: APRIL 26, 2012

Date:	April 12, 2012
Project Name:	**California Pacific Medical Center Long Range Development Plan**
Case Numbers:	**2005.0555E; 2009.0886MTZCBRKS; 2009.0885MTZCBRKS; 2004.0603C; 2012.0403W**
Initiated by:	Geoffrey Nelson, CPMC 633 Folsom Street, 5th Floor San Francisco, CA 94107 (415) 600-7206 NelsonGK@Sutterhealth.org
Staff Contact:	Elizabeth Watty, Planner Elizabeth.Watty@sfgov.org, 415-558-6620
Reviewed By:	Kelley Amdur, Director Neighborhood Planning Kelley.Amdur@sfgov.org, 415-558-6351
Recommendation:	**Adopt General Plan/Planning Code 101.1 Consistency Findings**

ADOPTING FINDINGS OF CONSISTENCY WITH THE SAN FRANCISCO GENERAL PLAN AND PLANNING CODE SECTION 101.1 FOR THE CALIFORNIA PACIFICA MEDICAL CENTER'S LONG RANGE DEVELOPMENT PLAN TO ALLOW THE IMPLEMENTATION OF THE NEAR-TERM PROJECTS AND THE LEGISLATION ASSOCIATED THEREWITH, ALONG WITH THE DEVELOPMENT AGREEMENT ("PROJECT"), AT THE CATHEDRAL HILL CAMPUS (ASSESSOR'S BLOCKS-LOTS: 0690-016, 0694-005, 0694-006, 0694-007, 0694-008, 0694-009, 0694-009A, 0694-010, 0695-005, 0695-006); St. LUKE'S CAMPUS (ASSESSOR'S BLOCKS-LOTS 6575/001, 002; 6576/021 AND A PORTION OF SAN JOSE AVENUE BETWEEN CESAR CHAVEZ STREET AND 27TH STREET) AND THE DAVIES CAMPUS (ASSESSOR' BLOCK-LOTS 3539-001), AND INCLUDING ENVIRONMENTAL FINDINGS.

PREAMBLE

The CPMC Long Range Development Plan ("LRDP") is a multi-phased development strategy to meet state seismic safety requirements for hospitals mandated originally in 1994 by Senate Bill ("SB") 1953 as modified through successor legislation, and to create a 20-year framework for CPMC's four existing medical campuses and for construction of a proposed new medical campus in San Francisco.

The four existing CPMC medical campuses are the St. Luke's Campus in the Mission District, Pacific Campus in the Pacific Heights area, the California Campus in the Presidio Heights area, and the Davies Campus in the Duboce Triangle area. The proposed new medical campus is the Cathedral Hill

SAN FRANCISCO
PLANNING DEPARTMENT

Planning Commission Resolution No. 18602

Development Agreement

HEARING DATE: APRIL 26, 2012

1650 Mission St.
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San Francisco,
CA 94103-2479

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Date:	April 12, 2012
Case No.:	2005.0555E; 2012.0403W
Initiated by:	Geoffrey Nelson, CPMC 633 Folsom Street, 5th Floor San Francisco, CA 94107 (415) 600-7206 NelsonGK@Sutterhealth.org
Staff Contact:	Elizabeth Watty, Planner Elizabeth.Watty@sfgov.org, 415-558-6620
Reviewed By:	Kelly Amdur, Director Citywide Planning Kelley.amdur@sfgov.org , 415-558-6351
90-Day Deadline:	July 9, 2012
Recommendation:	**Recommend Approval**

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND SUTTER WEST BAY HOSPITALS DBA CALIFORNIA PACIFIC MEDICAL CENTER, FOR CERTAIN REAL PROPERTY ASSOCIATED WITH THE CALIFORNIA PACIFIC MEDICAL CENTER LONG RANGE DEVELOPMENT PLAN LOCATED AT VARIOUS LOCATIONS IN THE CITY AND COUNTY OF SAN FRANCISCO AND GENERALLY REFERRED TO AS THE ST. LUKE'S CAMPUS, CATHEDRAL HILL CAMPUS, DAVIES CAMPUS, PACIFIC CAMPUS AND CALIFORNIA CAMPUS; MAKING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, FINDINGS OF CONFORMITY WITH THE CITY'S GENERAL PLAN AND WITH THE EIGHT PRIORITY POLICIES OF PLANNING CODE SECTION 101.1(B).

The Planning Commission (hereinafter "Commission") finds as follows:

1. California Government Code Section 65864 et seq. authorizes any city, county, or city and county to enter into an agreement for the development of real property within the jurisdiction of the city, county, or city and county.
2. Chapter 56 of the San Francisco Administrative Code ("Chapter 56") sets forth certain procedures for the processing and approval of development agreements in the City and County of San Francisco (the "City").
3. Sutter West Bay Hospitals, a California nonprofit public benefit corporation doing business as California Pacific Medical Center ("CPMC"), is the owner of certain real

property associated with the CPMC Long Range Development Plan ("LRDP") located at various locations in the City and County of San Francisco and generally referred to as the St. Luke's Campus, Cathedral Hill Campus, Davies Campus, Pacific Campus and California Campus (the "Project Sites").

4. CPMC's proposed LRDP describes an integrated, modern system of health care with medical facilities that would comply with State of California hospital seismic safety laws under a city-wide system of care. The LRDP proposes three state-of-the-art acute care hospitals, increasing the number of San Francisco's earthquake safe hospital beds, creating 1,500 construction jobs (anticipating approximately $2.5 billion in total development costs), retaining and growing over 6,200 existing CPMC jobs and improving health care access for San Franciscans.

5. CPMC's 2008 Institutional Master Plan describes CPMC's LRDP. Following the San Francisco Planning Commission and the Public Health Commission hearings on the Institutional Master Plan, the Planning Commission on November 19, 2009 accepted the IMP, and in November 2011, the IMP was updated, all in compliance with San Francisco Planning Code Section 304.5 (as so updated, the "IMP").

6. On March 30, 2012, CPMC filed an application with the City's Planning Department for approval of a development agreement relating to the Project Sites (the "Development Agreement") under Chapter 56. Developer also filed applications with the Department for certain activities described in Exhibit B to the Development Agreement (together with the Development Agreement, the "Project"). The Project includes the "Near Term Projects," which generally include the following: (i) on the St. Luke's Campus, a new replacement hospital, renovation and reuse of the 1957 Building, demolition of the existing hospital tower, construction of a new medical office building, and construction of an entry plaza, courtyard and public pedestrian pathway; (ii) on the new Cathedral Hill Campus, a new hospital and medical office building and the renovation and reuse of an existing office building as a full medical office use; and (iii) on the Davies Campus, a new Neuroscience Institute building. The Project also proposes that a portion of the San Jose Avenue right-of-way between Cesar Chavez Street and 27th Street will be vacated by the City and transferred to CPMC for incorporation into the St. Luke's Campus, and that a pedestrian tunnel will be constructed beneath Van Ness Avenue connecting the eastern portion of Cathedral Hill Hospital to the western portion of the Cathedral Hill MOB.

7. CPMC also proposes certain Long-Term Projects (as also described in Exhibit B to the Development Agreement), which are subject to additional review and approvals and generally include the following: (i) on the Davies Campus, a new medical office building; and (ii) on the Pacific Campus, an ambulatory care center addition including administrative and medical office uses and underground and above-ground parking facilities.

8. The Office of Economic and Workforce Development ("OEWD"), in consultation with the Planning Director, has negotiated a proposed development agreement for the Project Site, a copy of which is attached as Exhibit A (the "Development Agreement").

9. On April 10, 2012, the Mayor introduced to the Board of Supervisors an ordinance adopting the Development Agreement.

10. Concurrently with this Resolution, the Planning Commission is taking a number of actions in furtherance of the Project, as generally described in Exhibit I to the Development Agreement.

11. The Project would enable CPMC to continue to provide high-quality patient care using ground-breaking technology in seismically safe, state-of-the-art acute care hospitals, increasing the number of highest rated earthquake safe hospital beds, retaining and increasing emergency room capacity in San Francisco, and providing critical resources for San Francisco's disaster preparedness. In addition to the significant benefits which the City will realize due to CPMC's proposed Project, the City has determined that as a result of the development of the Project in accordance with the Development Agreement additional clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies. Some of the major additional public benefits that would arise with implementation of the Project include: rebuilding St. Luke's Hospital at a cost of approximately $250 million; a workforce development program that includes a first source hiring program for construction and operation activities, a local business enterprise hiring agreement and a workforce training payment of $2 million; a community healthcare program which includes commitments for St. Luke's operation and a substantial health care services program for the poor and underserved; a housing program providing over $62 million to replacement units, affordable housing and down payment assistance, plus an additional estimated $35 million for affordable housing from repayment of DALP loans and housing appreciation, and transportation and public improvement funding, all as more particularly described in the Development Agreement. The Development Agreement will eliminate uncertainty in the City's land use planning for the Project and secure orderly development of the Project Sites.

12. The Planning Department analyzed the Project (Case Nos. 2004.0603, 2005.0555, 2009.0885, 2009.0886, 2012.0403), including the Development Agreement and other actions related to the Project, in an Environmental Impact Report published on July 21, 2010 ("DEIR"). On April 26, 2012, by Motion No. 18588, the Commission made findings and certified the DEIR, together with the responses to the comments on the DEIR, as a Final Environmental Impact Report ("FEIR") in compliance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq., ("CEQA"), the State CEQA Guidelines (California Code of Regulations Title 14 Sections 15000 et seq.) and Chapter 31 of the San Francisco Administrative Code (Chapter 31). The Commission has reviewed the FEIR and adopts and incorporates by reference as though fully set forth herein the findings, including the statement of overriding considerations, pursuant to CEQA, adopted by the Commission in Motion No. 18589.

13. Also on April 26, 2012, by Motion No. 18589, the Planning Commission adopted findings, including a statement of overriding considerations and a mitigation monitoring and reporting program, pursuant to CEQA. Such findings are incorporated herein by reference.

14. The Commission hereby finds, for the reasons set for in Motion No. 18592, that the Development Agreement and related approval actions are, on balance, consistent with the General Plan including any area plans, and are consistent with the Planning Code Priority Policies of Planning Code Section 101.1(b).

15. The Director accepted the application for filing after it was deemed complete; published notice of acceptance in an official newspaper; and has made the application publicly available under Administrative Code Section 56.4(c).

16. The Director issued a Director's Report on the Development Agreement on April 6, 2012, at least 20 days prior to the hearing as required by Administrative Code Section 56.10(a).

17. The Director has scheduled and the Commission has held a public hearing as required by Administrative Code Section 56.4(c). The Planning Department gave notice as required by Planning Code Section 306.3 and mailed such notice on April 6, 2012, which is at least 10 days before the hearing to local public agencies as required by Administrative Code Section 56.8(b). The Planning Department also gave advance agenda notice of the hearing on the Development Agreement on April 13, 2012 as required by Administrative Code Section 56.8(b).

18. The Planning Department file on this matter was available for public review at least 20 days before the first public hearing on the development agreement as required by Administrative Code Section 56.10(b). The file continues to be available for review at the Planning Department at 1650 Mission Street, 4th floor, San Francisco.

IT IS HEREBY RESOLVED, that the Commission approves the Development Agreement, in substantially the form attached hereto as Exhibit A, and recommends that the Board of Supervisors adopt an Ordinance approving the Development Agreement; and, be it

FURTHER RESOLVED, That the Commission agrees that if the Board of Supervisors proposes any amendment to the Development Agreement that benefits the City and does not alter the City's General Plan, the Planning Code, or the applicable zoning maps affecting the Project Sites, then such amendments shall not be deemed a "material modification" to the Development Agreement under Administrative Code Section 56.14, and any such amendment to the Development Agreement may be approved by the Board of Supervisors without referring the proposed amendment back to the Commission; and, be it

FURTHER RESOLVED, that pursuant to Administrative Code Section 56.20(b), the Developer shall pay the City an amount equal to all of the City's costs in preparing and negotiating the Development Agreement, including all staff time for the Planning Department and the City Attorneys' Office, as invoiced by the Planning Director.

I hereby certify that the Planning Commission ADOPTED the foregoing Resolution on April 26, 2012.

Linda D. Avery
Commission Secretary

AYES: Fong, Antonini, Borden, Miguel

NAYS: Moore and Sugaya

ABSENT: Wu

ADOPTED: April 26, 2012

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 12-064

WHEREAS, In order to comply with State seismic safety requirements and improve healthcare facilities, Sutter West Bay Hospitals (dba California Pacific Medical Center (CPMC)) is planning to upgrade and/or construct new facilities at its existing St. Luke's and Davies Campuses and its proposed Cathedral Hill Campus; and,

WHEREAS, These facilities would have significant transportation impacts, especially the new Cathedral Hill Campus, which will provide 1,055 parking spaces, and is located at Geary Boulevard and Van Ness Avenue, two major transit corridors; and,

WHEREAS, The Cathedral Hill Campus in particular would afford a high level of transit accessibility to patients, employees and visitors consistent with the City's Transit First Policy and SFMTA's Strategic Plan; and,

WHEREAS, To help address resulting traffic, transit delay and ridership impacts, the City and SFMTA have negotiated a proposed Development Agreement with CPMC that contains payments from CPMC to the SFMTA as follows: (a) $5 million for the proposed Van Ness and Geary Bus Rapid Transit projects; (b) a one-time $10.5 million Transit Fee ; (c) a $0.50 off-peak and $0.75 peak entry and exit fee per vehicle at CPMC Cathedral Hill parking garages; and (d) $400,000 to fund studies for improvements to bicycle facilities around and between the proposed new CPMC facilities; and,

WHEREAS, Over the lifetime of the proposed 10-year Development Agreement, CPMC would pay the SFMTA approximately $20.9 million in current dollars.

WHEREAS, the SFMTA has identified a need for traffic and parking modifications adjacent to CPMC facilities as follows:

A. ESTABLISH – TOW-AWAY, NO STOPPING ANYTIME Cesar Chavez Street, south side, from Guerrero Street to 148 feet easterly; Cesar Chavez Street, south side, from Valencia Street to 167 feet westerly and Valencia Street, west side, from Cesar Chavez Street to 19 feet southerly
B. ESTABLISH – SIDEWALK WIDENING Cesar Chavez Street, south side, from Guerrero Street to 148 feet easterly and from Valencia Street to 167 feet westerly (sidewalk to be widened by 6 feet)
C. ESTABLISH – TOW-AWAY NO STOPPING ANY TIME Post Street, south side, from Franklin Street to approximately 230 feet easterly
D. ESTABLISH – SIDEWALK WIDENING Post Street, south side, from Franklin Street to approximately 230 feet easterly (widens sidewalk by 7 feet)
E. ESTABLISH – SHUTTLE BUS ZONE Post Street, south side, from approximately 2 feet to 140 feet west of Van Ness Avenue

F. ESTABLISH – TOW-AWAY NO STOPPING ANYTIME Van Ness Avenue, west side, from Post Street to Geary Boulevard
G. ESTABLISH – SIDEWALK WIDENING Van Ness Avenue, west side, from Post Street to Geary Boulevard (widens sidewalk by 6 feet)
H. ESTABLISH – SIDEWALK WIDENING Geary Boulevard, north side, from Van Ness Avenue to approximately 147 feet westerly (widens sidewalk by 7 feet)
I. ESTABLISH – TOW-AWAY NO STOPPING ANY TIME Geary Boulevard, north side between Van Ness Avenue and Franklin Street
J. ESTABLISH – BUS ZONE Geary Boulevard, north side, from Van Ness Avenue to approximately 147 feet westerly
K. RESCIND – BUS ZONE Geary Boulevard, north side, from Franklin Street to 84 feet easterly
L. ESTABLISH – RIGHT TURN ONLY LANE Geary Boulevard, from Franklin Street to approximately 120 feet easterly
M. ESTABLISH – SIDEWALK NARROWING Geary Street, north side, from approximately 141 feet to 275 feet east of Van Ness Avenue (reduces sidewalk from 16.9 feet to 12 feet at the bus bulb out)
N. RESCIND – BUS ZONE Geary Street, north side, from approximately 141 feet to 275 feet east of Van Ness Avenue
O. ESTABLISH – TOW-AWAY NO STOPPING ANY TIME Geary Street, north side from Van Ness Avenue to 275 feet easterly
P. ESTABLISH – TOW-AWAY NO STOPPING ANY TIME Cedar Street, north side, between Van Ness Avenue and Polk Street
Q. ESTABLISH – SIDEWALK WIDENING Cedar Street, north side, between Van Ness Avenue and Polk Street (widens sidewalk by 0.8 feet)
R. ESTABLISH – TOW-AWAY NO STOPPING ANY TIME Cedar Street, south side, between Van Ness Avenue and Polk Street
S. ESTABLISH – SIDEWALK WIDENING Cedar Street, south side, between Van Ness Avenue and Polk Street (widens sidewalk by 0.5 feet)
T. RESCIND – ONE-WAY Cedar Street, between Van Ness Avenue and the garage entrance to the Medical Office Building, approximately 290 feet west of Polk Street
U. ESTABLISH – TWO-WAY Cedar Street, between Van Ness Avenue and the garage entrance to the Medical Office Building, approximately 290 feet west of Polk Street
V. ESTABLISH – SIDEWALK WIDENING Extend bulb-out at the southeast corner of Van Ness Avenue and Cedar Street to align with sidewalk on Van Ness Avenue and Cedar Street

WHEREAS, At its hearing on April 26, 2012, the Planning Commission certified by Motion No. 18588 a Final Environmental Impact Report ("FEIR") for the LRDP pursuant to the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA"), the CEQA Guidelines (14 Cal. Code Reg. Sections 15000 et seq.) and Chapter 31 of the Administrative Code, and in Motion 18589, adopted findings, including a statement of overriding consideration and a mitigation monitoring and reporting program; and,

WHEREAS, The Planning Commission determined by Motion that the Project, and the various actions being taken by the City and the Agency to approve and implement the Project, are consistent with the General Plan and with the Eight Priority Policies of City Planning Code Section 101.1, and made findings in connection therewith (the "General Plan Consistency Determination"), a copy of which is on file with the Planning Department and is incorporated into this Resolution by reference; and,

WHEREAS, The public has been notified about the proposed modifications and has been given the opportunity to comment on those modifications through the public hearing process; now, therefore, be it

RESOLVED, That in accordance with the actions contemplated herein, the SFMTA Board has reviewed the FEIR, and adopts and incorporates by reference as though fully set forth herein the findings, including the statement of overriding considerations and mitigation monitoring and reporting program, adopted by the Planning Commission on April 26, 2012, pursuant to CEQA, in Motion No. 18589; and, be it

FURTHER RESOLVED, That the SFMTA Board of Directors does hereby consent to the proposed 10-year Development Agreement between the City and County of San Francisco and Sutter West Bay Hospitals substantially in the form and on the terms on file with this Board and authorizes the Director of Transportation to execute the Consent to the Development Agreement on behalf of this Board; and be it

FURTHER RESOLVED, That the SFMTA Board of Directors, upon recommendation of the Director of Transportation, does hereby approve the traffic changes.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of May 1, 2012.

R. Boomer

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

MEMORANDUM OF UNDERSTANDING # _____
Proposed CPMC Project

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") dated as of May _____ 2011, is made by and between the San Francisco Office of Economic and Workforce Development ("OEWD"), the San Francisco Planning Department (the "Planning Department"), and the San Francisco Department of Public Works ("DPW") (collectively, the "City Agencies" and each a "City Agency"), and Sutter West Bay Hospitals, a California nonprofit public benefit corporation, doing business as California Pacific Medical Center ("CPMC") in connection with CPMC's proposed long range development plan described in Recital A below.

RECITALS

This MOU is made with regard to the following facts, intentions and understandings:

A. CPMC currently operates four medical campuses in San Francisco. In 2005 CPMC filed an environmental evaluation application (Case No. 2005.0555E) for its long-term development program to meet the State 's seismic safety requirements for hospitals and to create a framework for the Long-Range Development Plan (LRDP) reflected in the CPMC Institution Master Plan ("IMP") accepted by the Planning Commission on November 19, 2009. The IMP includes the existing Pacific Campus, California Campus, Davies Campus and St. Luke's Campus and the proposed Cathedral Hill Campus, all of which are more particularly described in the CPMC LRDP Draft EIR ("DEIR") published July 21, 2010. The proposed project, as described in the DEIR, is referred to herein as the "CPMC Project."

B. The final scope of the CPMC Project is not fixed at this stage in the public process. Accordingly, the parties understand and agree that the CPMC Project may be refined and modified through the community and stakeholder review, environmental review and planning processes.

C. CPMC intends to apply for the approval of a development agreement (the "Development Agreement") for the CPMC Project, which will require, at a minimum, review by the City's Planning Commission and the approval of the Board of Supervisors. The parties anticipate that the Development Agreement will include descriptions of certain public benefits to be provided by the CPMC Project in exchange for development rights to construct the CPMC Project.

E. CPMC has not yet filed an application for a Development Agreement, as contemplated by San Francisco Administrative Code Chapter 56, because OEWD and the Planning Department are working in conjunction with CPMC to determine the appropriate scope of the Development Agreement application, including the initial package of proposed public benefits, and to estimate the reimbursable costs to be incurred by the City Agencies in connection with the drafting of the Development Agreement and

the associated tasks. Therefore, this MOU is intended to provide a temporary mechanism by which CPMC will reimburse the City Agencies for staff time and materials expended on any component of the Development Agreement prior to CPMC filing an application for the Development Agreement under Chapter 56 of the Administrative Code.

F. OEWD and the Planning Department agree that the success of this effort is predicated on careful coordination between the traditional real estate economic analysis and negotiation functions of OEWD and the traditional land use and urban design functions of the Planning Department. Accordingly, each agency will appoint a Project Manager to oversee their respective roles in the Development Agreement formation process.

G. It is also understood by the parties that OEWD, in cooperation with the Planning Department, may propose a series of procedural amendments to the existing Development Agreement ordinance as set forth in Chapter 56 of the Administrative Code, including potential changes to the Development Agreement application and processing fee approval provisions. Nevertheless, it is the intention of the parties to this MOU to conform to the existing application and approval procedure set forth in Chapter 56 unless and until such time that the Development Agreement process is modified through legislative action.

AGREEMENT

OEWD and the Planning Department, as applicable, and CPMC agree to the following:

1. Negotiations. OEWD, working in close consultation with the Planning Director, shall act as the lead representative of the City Agencies in negotiating the substance of the Development Agreement with CPMC, and shall consult with the City Agencies in negotiations with CPMC, each of which shall contribute personnel as selected by its director.

2. Drafting. OEWD, in conjunction with the Office of the City Attorney and CPMC, shall draft the Development Agreement, consulting with the Planning Director and City Agencies with respect to the items that affect each City Agency. CPMC's consultants and architects shall prepare any required exhibits and appendices in consultation with OEWD.

3. Planning Department. The Planning Director shall appoint a Planning project manager who shall coordinate all Planning Department efforts related to the preparation of the contents of the Development Agreement and required exhibits and appendices. The Planning Department Division of Major Environmental Analysis ("MEA") shall prepare the Environmental Impact Report for the CPMC Project, and may consult from time to time with the City Agencies regarding the environmental review. The costs of staff time and materials for all of the Planning Department's tasks associated with the CPMC Project shall not be reimbursed by this MOU or the Development Agreement fee described below, but shall instead be reimbursed by the application fees paid by CPMC to the Planning Department.

4. Reimbursement of City Costs Prior to Application. Prior to the submittal and approval of the CPMC Development Agreement application as described in Section 5 below, CPMC shall reimburse the City Agencies for the actual costs of the City Agencies in preparing, adopting or negotiating the Development Agreement and any proposed ancillary documents or legislation as determined on a time and materials basis, excluding costs associated with activities covered by other standard City fees for applications, permits or approvals (collectively, the "DA Costs"). DA Costs shall include, without limitation, the (a) fees and expenses of the City Attorney's Office staff and other City staff at the rates set forth in the attached Exhibit A or the standard hourly rates for such City staff member charged to outside developers from time to time, (b) fees and expenses of outside counsel and third-party consultants, advisors and professionals (including, but not limited to, real estate appraisers) reasonably incurred by City Agencies, and (c) costs reasonably incurred by City Agencies related to public outreach and information. OEWD shall be responsible for coordinating the billing as described in this section. OEWD shall provide CPMC on a quarterly basis (or such alternative period as agreed to by the parties) a reasonably detailed statement showing costs incurred by OEWD, the City Agencies and the City Attorney's Office, including the hourly rates for each City staff member at that time, the total number of hours spent by each City staff member during the invoice period, any additional costs incurred by the City Agencies and a brief non-confidential description of the work completed. OEWD will use reasonable efforts to provide an accounting of time and costs from the City Attorney's Office and each City Agency in each invoice; provided, however, if OEWD is unable to provide an accounting from one or more of such parties OEWD may send an invoice to CPMC that does not include the charges of such party or parties without losing any right to include such charges in a future or supplemental invoice. CPMC shall pay the invoiced amount from OEWD within 60 calendar days of receipt of the invoice. If CPMC in good faith disputes any portion of an invoice, then within 60 calendar days of receipt of the invoice CPMC shall provide written notice of the amount disputed and the reason for the dispute, and the parties shall use good faith efforts to reconcile the dispute as soon as practicable. CPMC shall have no right to withhold the disputed amount. If any dispute is not resolved within 90 days of CPMC's notice to City of the dispute, CPMC may pursue all remedies at law or in equity to recover the disputed amount. Notwithstanding anything in this MOU to the contrary, if CPMC fails to fully pay any invoice within 60 calendar days of receipt, City shall have the right to suspend additional work on all tasks until such sum is paid. CPMC's obligation to pay the DA Costs shall survive the termination of this MOU. CPMC shall have no obligation to reimburse City for any DA Cost that is not invoiced to CPMC within forty-eight (48) months from the date the DA Cost was incurred.

5. Reimbursement after Application. Unless San Francisco Administrative Code Chapter 56 is amended to eliminate the requirement of a Development Agreement application and payment of a Development Agreement fee (as described in Chapter 56), as soon as sufficient information and analysis is completed to permit CPMC to submit a detailed Development Agreement application, CPMC will submit such application and the parties will negotiate in good faith to determine the appropriate Development Agreement fee for prospective work to be completed (which shall not include work

already completed and reimbursed by CPMC under this MOU). The Development Agreement fee shall be paid in quarterly installments over the total period required for preparation of a final Development Agreement and companion agreements and ordinances or as otherwise agreed to by the parties, and shall be subject to any necessary governmental approvals. Upon receipt of any installment, the Development Agreement fee will be held by City in an account known as the CPMC DA Fund. OEWD shall be responsible for coordinating billing by the City Agencies. The billing process and procedure set forth in Section 4 above shall continue to apply, subject to any revisions as may be agreed to by the parties or required as part of a governmental approval of the Development Agreement fee; provided, however, amounts due to City shall be deducted from the CPMC DA Fund. In the event that City's costs and expenses exceed the amounts in the CPMC DA Fund, then, notwithstanding anything in this MOU to the contrary, City shall have the right to suspend additional work under the Development Agreement application until the parties reach agreement on any additional payments to be made by CPMC to the CPMC DA Fund.

6. City Limitation. All tasks under this MOU are subject to the City's agreement on a fee or reimbursement mechanism for the proposed work. Nothing in this MOU shall obligate the City Agencies to expend funds or other resources except for funds that have been expressly agreed upon herein, nor shall anything in this MOU be construed as a limitation on any party's authority to contribute staff, funds or other resources to the processing, review and consideration of the CPMC Project.

7. No Liability; Termination. The parties are entering into this MOU in order to cooperate in preparing, negotiating, and seeking the adoption of the Development Agreement and any proposed ancillary documents or legislation with respect to the CPMC Project as described above. The parties understand and agree that the City would not be willing to enter into this MOU if it could result in any liability or cost to the City. Accordingly, in the event that CPMC believes that the City has violated any of the terms of this MOU, CPMC's sole remedy shall be to terminate this MOU. Furthermore, any party shall have the right to terminate this MOU at any time without cost or liability by providing notice of termination to the other parties. If this MOU is terminated CPMC shall be responsible for DA Costs incurred by any of the City Agencies prior to receipt of CPMC's termination notification. If this MOU is terminated following the establishment of the CPMC DA Fund, any unexpended balance in the CPMC DA Fund shall be returned to CPMC after payment of the final DA Costs.

8. City Discretion. CPMC and the City Agencies acknowledge and agree that under this MOU, the City Agencies are not committing themselves or agreeing to approve any land use entitlements or undertake any other acts or activities relating to the subsequent independent exercise of discretion by the City Agencies, the Planning Commission, the Board of Supervisors, the Mayor, or any other agency, commission or department of the City, and that the CPMC Project documents and approvals are subject to the prior approval of City Agencies, the Planning Commission, Board of Supervisors, and the Mayor, each in their sole and absolute discretion. Notwithstanding anything to the contrary herein, the City Agencies, and each of their respective boards, commissions,

departments, and officials, each shall exercise their sole discretion over all matters relating to the CPMC Project over which it has jurisdiction consistent with legal requirements, customary practices, and public health, safety, convenience and welfare, and each shall retain, at all times, their respective authority to take any action under its jurisdiction consistent with the foregoing.

9. Environmental Review. The final project ultimately proposed by the City Agencies and CPMC shall be subject to a process of thorough public review and input and all necessary and appropriate approvals; that process must include environmental review under CEQA before a City Agency, Commission, Board or any other City decision-maker may consider approving the project; and the project will require discretionary approvals by a number of government bodies after public hearings and environmental review. Nothing in this MOU commits, or shall be deemed to commit, the City or the City Agencies to approve or implement any project, and they may not do so until environmental review of the project as required under CEQA has been completed. Accordingly, all references to "CPMC Project" in this MOU shall mean the proposed project subject to future environmental review and consideration by the City. The City and any other public agency with jurisdiction over any part of the project shall have the absolute discretion before approving the project to: (i) make such modifications to the project as may be necessary to mitigate significant environmental impacts; (ii) select other feasible alternatives to avoid or substantially reduce significant environmental impacts; (iii) require the implementation of specific measures to mitigate any specific impacts of the project; (iv) balance the benefits of the project against any significant environmental impacts before taking final action if such significant impacts cannot otherwise be avoided; and (v) determine whether or not to proceed with the project.

10. Notices. Unless otherwise indicated elsewhere in this MOU, all written communications sent by the parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To OEWD:
Ken Rich
Office of Economic and Workplace Development
City Hall, Room 448
One Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Phone: 415.554-5194
Email: ken.rich@sfgov.org

To Planning Department:
John Rahaim
Director
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103
Phone: 415.558.6411
Email: john.rahaim@sfgov.org

To CPMC:

Grant Davies
Executive Vice President
California Pacific Medical Center
2351 Clay Street, 7th Floor
San Francisco, CA 94115
Phone: (415) 600-3790
Fax:
Email: daviesg@sutterhealth.org

with a copy to:

Michael A. Duncheon, Esq.
VP & Regional Counsel, West Bay Region
Sutter Health
633 Folsom Street, Seventh Floor
San Francisco, CA 94107
Phone: (415) 600-6796
Fax: (415) 600-6749
Email: dunchem@sutterhealth.org

Any notice of default must be sent by registered mail.

11. California Political Reform Act. The parties acknowledge that payments pursuant to this MOU from CPMC to OEWD are payments to the City, not to any individual employee or officer of the City, and that the payments therefore are not "income" to any City employee or officer under the California Political Reform Act, California Government Code Section 81000, *et seq*.

12. Notification of Limitations on Contributions. CPMC acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a

candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. CPMC acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more.

13. No Joint Liability. Nothing in this MOU shall be construed as giving a party the right or ability to bind other parties and nothing in this MOU shall be construed to create any joint liability with regard to, or as a result of, the activities undertaken by any of the parties, their employees, officers and/or agents. All employees, officers and/or agents of a party shall remain employees, officers and/or agents of that party and shall be subject to the laws, procedures, rules and policies governing that party's employees, officers and/or agents.

14. Sunshine. CPMC understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Law (California Government Code Section 6250 *et seq.*) apply to this MOU and any and all records and materials submitted to the City in connection with this MOU.

15. Miscellaneous. (a) This MOU may be modified only in writing and by mutual consent of all parties. (b) This MOU shall become effective when signed by the authorized representatives of OEWD and the Planning Department and CPMC. It shall remain in effect for each party until terminated in writing by such party, or for the City Agencies collectively, by OEWD. (c) There are no intended third party beneficiaries of this MOU. The parties acknowledge and agree that this MOU is entered into for their benefit and not for the benefit of any other party. (d) This MOU shall be governed by the applicable laws of California. (e) This MOU contains all of the representations and the entire agreement between the parties with respect to the subject matter of this MOU. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to such subject matter are superseded in total by this MOU.

IN WITNESS WHEREOF, The parties have executed this Agreement on the date set forth herein.

SUTTER WEST BAY HOSPITALS,
a California nonprofit public benefit corporation,
doing business as California Pacific Medical Center

By _____
Grant Davies
Executive Vice President

SAN FRANCISCO OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT

By _____
Jennifer Matz, Director

SAN FRANCISCO PLANNING DEPARTMENT

By _____
John Rahaim, Director

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By _____
Deputy City Attorney

EXHIBIT A
Rates

City Agency	Title or Position	Rate per hour
City Attorney	Deputy City Attorney	$ 350.00
City Attorney	Legal Assistant	$ 165.00
OEWD	Project Manager	$ 87.16
OEWD	Project Manager	$97.91
OEWD	Project Assistant	$ 27.50
DPW	Bureau Manager	$ 215.00
DPW	Senior Engineer	$ 180.16
DPW	Administrative Engineer	$ 167.51
DPW	Engineer	$ 155.62
DPW	Associate Engineer	$ 134.46
DPW	Assistant Engineer	$ 115.50
DPW	Junior Engineer	$ 102.28
DPW	Engineering Associate II	$ 110.59
DPW	Engineering Associate I	$ 95.54
DPW	Engineering Assistant	$ 86.19
DPW	Landscape Architect	$ 155.62
DPW	Landscape Architectural Associate 2	$ 134.46
DPW	Landscape Architectural Associate 1	$ 115.50
DPW	Sr. Architect	$ 182.18
DPW	Architect	$ 157.37
DPW	Arch. Admin	$ 138.60
DPW	Arch. Associate II	$ 135.97
DPW	Arch. Associate I	$ 116.79
DPW	Arch. Assistant II	$ 101.87
DPW	Arch. Assistant I	$ 92.39
DPW	Environmental Planning Manager III	$ 161.83
DPW	Project Manager I	$ 143.91
DPW	Project Manager II	$ 166.54
DPW	Project Manager III	$ 202.12
DPW	Secretary II	$ 72.87
DPW	Senior Clerk Typist	$ 66.09

EXHIBIT A
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DPW	Project Manager II	$ 166.54
DPW	Project Manager III	$ 202.12
DPW	Secretary II	$ 72.87
DPW	Senior Clerk Typist	$ 66.09

CPMC Development Agreement
Revision from 4.5.12 Draft

#	Section	Change
Development Agreement		
1.	**§ 8.2.1**	**Annual Review and Compliance.** Summary of changes: • Extend period for CPMC's annual compliance report to allow for completion of financial reporting and auditing. Revise as follows: "Required Information from CPMC. Within one hundred fifty ~~twenty~~ (~~120~~150) days following the end of each fiscal year (as defined in Exhibit F), CPMC shall provide a report to the Planning Director showing compliance,…"
Exhibit C - Scheduling & Phasing		
2.		**Scheduling and Phasing Plan.** Summary of changes: • Change the date for the City's completion of the San Jose Avenue project from 12.31.12 to 2.28.13. Revise as follows: "On or before the later of ~~December 31, 2012~~ February 28, 2013 or four (4) months from commencement of San Jose Avenue CPMC Project"
Exhibit F - Healthcare		
3.	**§ 1.a**	Summary of changes: • Non-substantive document clean-up. Revise second sentence: per ~~diem~~calendar day basis.
4.	**§ 2.d**	**Medi-Cal Managed Care.** Summary of changes: • Include current level of performance to facilitate future monitoring of Medi-Cal Managed Care obligation. Revise as follows: "Of the total New Enrollees, CPMC shall accept approximately 1,500 new eligible Seniors and Persons with Disabilities ("SPDs") over the number of SPDs assigned to the medical group that designates CPMC's California, Pacific, or Davies Campus as their primary hospital as of January 1, 2012 (i.e. 1.268)."
5.	**§ 2.e**	Correct typographical error last sentence: "~~CMPC's~~CPMC's"
6.	**§ 2.f**	**Medi-Cal Managed Care.**

		Summary of changes: • Clarify method for calculating costs to CPMC for providing services for Medi-Cal Managed Care obligation. Revise third sentence and beginning of fourth sentence to read as follows: "For purposes of this Section, CPMC's "**costs**" shall mean the reasonable cost of providing the applicable services as determined in accordance with ~~Medicare/Medi-Cal~~reasonable cost finding principles consistently applied. These costs may in part be derived by…."
7.	**§ 2.f**	**Medi-Cal Managed Care.** Summary of changes: • CPMC is generally prohibited by State law from directly securing physician services. The Innovation Fund may be used to procure physician services for Medi-Cal patients. Delete last sentence: "~~Any additional costs incurred by CPMC in securing physician services for New Enrollees may be included in the Baseline Commitment, but shall not count toward determination of the Maximum Medi-Cal Shortfall.~~"
8.	**§ 3.e**	**Innovation Fund.** Summary of Changes: • Clarify goals of the Health Care Innovation Fund to specify funding for the treatment of mental health patients. Revise as follows: "Provide infrastructure support for community-based health, human service and behavioral health service providers, with a specific focus on Tenderloin, Mission, Western Addition, South of Market, Bayview and Chinatown neighborhoods, including ~~community-based behavioral health care service providers~~ providers of community-based alternatives to inpatient psychiatric care that allows patients to receive services in the most appropriate and least restrictive setting. (approximately 25%)"
9.	**§ 7.a**	**St. Luke's Hospital.** Summary of changes: • Non-substantive document clean-up. Revise second paragraph as follows: "If City initiates Arbitration, CPMC shall deliver to the City and Arbitrator, prior to the conclusion of the Arbitration and issuance of the award, a report from ~~an~~its independent third party auditor (~~such as~~ Ernst and Young or successor auditor hired by CPMC as set forth in Section

		14.b below) stating its opinion that the information upon which the Operating Margin calculations are based in connection with a determination of an Operating Margin Failure is fairly stated in all material respects and is in conformance with applicable GAAP."
10.	**§ 12**	**Health Service System.** Summary of Changes: • Language cleanup • Clarify that the "Annual Rate Increase" limitation applies to City employees and/or retirees that are "in-network" with CPMC. • Clarify that CPMC will charge the customary rates (higher than in-network) for City employees and/or retirees that are "out-of-network" with CPMC. • Clarify that any amounts charged by CPMC over these limits will be refunded to the City through the Health Service Trust Fund. Revise as follows: a. The City's Health Service System ("**HSS**") contracts with HMO, PPO and Administrative Service Organizations (the "**City Insurers**") to provide health care coverage to its members. The City Insurers currently include Blue Shield, Kaiser and United Health Care. b. To promote the goal of ensuring that the cost of building the Cathedral Hill Hospital and the St. Luke's Hospital shall not be disproportionately passed on to the City, CPMC and City have agreed to the following rate increase limitations: c. For the period from January 1, 2013 to December 31, 2015, the negotiated fee for service increase for CPMC shall not exceed 5% annually as compared to the prior fiscal year fee for service rates, and for the following seven (7) years CPMC shall limit annualized increases to no more than the Medical Rate of Inflation plus 1.5% (the "**Annual Rate Increase**"). Fee for service rates include those services paid on a percentage of charge, case rate, or per diem rate and encompass all rates charged to the City Insurers on an encounter or per service basis. Such annual fee for service increase computation shall be on an aggregated blended basis computed on the previous year rates and services and shall not include incentives payments or shared savings payments earned by the facility. This means that, for the same claims from the previous year (priced on the current year's rates as compared to the prior year), the increase in the amount shall not exceed the Annual Rate Increase. The City Insurers may change periodically and the application of this limit is contingent on CPMC having a contract to participate in the

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product/network for HSS members with the applicable City Insurer, and this limit shall apply to all services provided to all HSS members enrolled in the product and covered by the applicable City Insurer even if the HSS member selected a primary care physician and /or physician group or independent provider association (IPA) that is not typically associated with CPMC. This Section does not apply to any City Insurer that does not have a contract with CPMC to participate in a HSS member/product or network.

d. CPMC will comply with all applicable laws and regulations that govern hospitals as to how patients must be treated when they present to CPMC for emergency services. This includes those patients with or without insurance coverage. CPMC shall also comply with all applicable provisions of Health and Safety Code Sections 1262.8, 1317.1, 1371.4 and 1386. In addition, if CPMC becomes a non-participating provider of any City Insurer's product/network for HSS Members after July 1, 2012, CPMC will work in good faith with the applicable City Insurer to establish a repatriation process for the applicable HSS members that are identified by the treating physician to be "stable for transfer" and for which the City Insurer has located a receiving physician to accept the HSS member at an appropriate facility that participates in the applicable City Insurer's product/network . The repatriation process may include but is not limited to establishing direct telephone access between the parties twenty-four hours a day/seven days a week, assistance coordinating transport and transfers to the other facilities once identified as being available to receive the HSS member and delivering patient notifications from the City Insurer to HSS Members when appropriate.

e. In the event that the City and any City Insurer elects to offer a product/network that does not include CPMC as a participating provider for HSS members in the future, and CPMC continues to have a contract with the applicable City Insurer, CPMC will agree to extend to the City Insurer the same discount that CPMC (or an Affiliate of CPMC) extends to that City Insurer for all products/networks in which CPMC (or an Affiliate of CPMC) does not participate (the **Non-Participating Provider Rate**"). The Non-participating Provider Rate will be applied to all services rendered to all the HSS members enrolled in the product/network, including but not limited to emergency services. This Section is not part of the Annual Rate Increase commitment above; however, the City may request an Independent Actuary to verify with the City Insurer that the rate was applied correctly as set forth in the applicable contract between the City Insurer and CPMC and per Section 12.g below.

f. CPMC will provide reasonable access to City representatives to be included in related wellness and quality initiatives that impact HSS Members that participate in these types of programs administered or

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supported by CPMC ("**ACO Program**").

g. CPMC and the City shall, if requested by the City within one year of the end of the applicable fiscal year, jointly engage an independent third party actuary acceptable to all parties (the "**Independent Actuary**"), with not less than ten (10) years experience, to verify for the prior fiscal year, whether CPMC has satisfied the Annual Rate Increase commitment outlined in Section 12.e above and verify the Non-Participating Provider Rates were applied as agreed in Section 12.e above; provided however, the applicable City Insurer has also consented to such actuarial review and CPMC has a contract with that City Insurer to participate in at least one HSS member product/network. The Independent Actuary shall be a "disinterested person", which is someone who is not now, and within the preceding five (5) years has not been, employed or hired by, or had a business relationship with, either Party or any entity owned or controlled in whole or in part by either Party. CPMC and the City shall hire the Independent Actuary using a standard contracting form approved by all the Parties, with confidentiality required of all of the Parties for all information reviewed by the Independent Actuary. CPMC and the City shall pay one-half of the cost of the contract, although CPMC shall reimburse the City for its share as a City Cost under the Agreement (and the Independent Actuary shall not be informed of CPMC's reimbursement obligation). Because the City is not paying for the Independent Actuary, the City's contracting provisions in the San Francisco Administrative Code will not apply. The Independent Actuary shall determine and inform the Parties, in a writing delivered jointly to CPMC the City, whether CPMC has satisfied the Annual Rate Increase commitment and the Non-Participating Provider Rate commitment. The determination of the Independent Actuary shall be final and binding on the Parties. If CPMC exceeded the permitted Annual Rate Increase or the Non-Participating Provider Rate commitment, then CPMC shall pay to the Health Service Trust Fund within thirty (30) days of receipt of the Independent Actuary's determination, for its non-performance and as liquidated damages, the amount of the difference between the amount paid by the applicable City Insurer to CPMC and the amount payable to CPMC by the applicable City Insurer consistent with those commitments as determined by the Independent Actuary. The information reviewed by the Independent Actuary shall remain confidential.

h. While CPMC must limit Annual Rate Increases as described above, nothing in this Exhibit shall limit a City Insurers' right or willingness to accept or reject any proposed Annual Rate Increase, or to negotiate a lower Annual Rate Increase, in any fiscal year. The Annual Rate Increases set forth above represent the maximum increases that CPMC may charge to City Insurers for which CPMC participates in the HSS member's product. CPMC and the City agree to work together in good faith to keep health costs as low as possible, and the City expects that the

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		increases be less than the maximum levels identified above.
11.	**§ 14.a**	**Reporting.** Summary of Changes: • Extend period for CPMC's annual compliance report to allow for completion of financial reporting and auditing. Revise first sentence as follows: "As part of each annual Compliance Statement (and after the Term within one hundred ~~twenty~~fifty (~~120~~150) days following the end of each fiscal year…."
12.	**§ 14.b**	**Reporting.** Summary of changes: • Non-substantive document clean-up. Revise as follows: "If the Baseline Commitment exceeds forty percent (40%) of EBITDA as set forth in Section 1.a of this Exhibit F, then the CPMC EBITDA calculations submitted in accordance with this Agreement shall be accompanied by a ~~compliance~~ report from CPMC's auditor, Ernst and Young (or successor independent auditors) stating that the financial information so submitted is fairly stated and consistent in all material respects with GAAP and the audited financials of Sutter Health."
13.	**Att. A**	**Innovation Fund Agreement.** To come.
Exhibit G – Housing		
14.	**§ 4.d.i**	**Downpayment Loan Assistance Program** Summary of changes: • Bring CPMC DALP program into alignment with the City's existing DALP program by requiring a minimum downpayment of 5% from the homeowner. Delete last sentence. "~~(4) the minimum downpayment requirement from Borrower's own funds is increased from 2.5% to 5% of the total purchase price of the applicable property.~~"
15.	**§ 4.d.iii**	**Downpayment Loan Assistance Program** Summary of changes: • Clarify maximum loan amount available for borrowers is either $200,000

		or 45% of the purchase price. Revise as follows: "The maximum CPMC DALP loan amount to each Borrower is the lesser of Two Hundred Thousand Dollars ($200,000.00) ~~and the limit on the loan amount to 20~~or 45% of the purchase price~~ shall not apply~~."
Exhibit H – Public Improvements		
17.	**6.a**	**Safe Passage Program.** Summary of changes: • Remove Tenderloin Housing Clinic as grant recipient. Grants will be administered by OEWD through a competitive bidding processes; • Change description of Safe Passage Program; Revise as follows: "The Safe Passage Grant shall be used by City to develop and implement a pilot "**Safe Passage Program**", creating a designated safe walking route for children through the Tenderloin connecting schools with organizations that provide after school programming and services to children and their families, ~~to the Powell Street and/or Civic Center BART/Muni station at Market Street,~~ which pilot program is approved by or on behalf of the Director of Department of Public Works on behalf of City. The City, acting through OEWD, shall enter into a grant agreement with a ~~Tenderloin Housing Clinic, or another~~ nonprofit organization selected by OEWD, to create and implement the Safe Passage Program."
Exhibit J – List of Approvals		
18.	**II.A**	**St. Luke's Campus. Planning Commission.** Summary of changes: • Non-substantive document clean-up. Revise as follows "~~2. Recommending Approval of Amendment to Planning Code Text (Resolution No. ___, adopted ___, 2012).~~ 2. ~~3.~~ Recommending Approval of Amendment to the Planning Code Text and Amendments to Planning Code Height and Bulk District Map and Planning Code Special Use District ("SUD") Map (Resolution No. ___, adopted ___, 2012)."
19.	**III.A**	**Cathedral Hill Campus. Planning Commission.** Summary of changes:

		• Non-substantive document clean-up. Revise as follows. "1. Recommending Approval of Amendment to General Plan Van Ness Area Plan Text ~~(Resolution No. ___, adopted ___, 2012).~~ ~~2.~~ and Recommending Approval of Amendment to General Plan Urban Design Element Height and Bulk Maps and Van Ness Area Plan Maps (Resolution No. ___, adopted ___, 2012). ~~3. Recommending Approval of Amendment to Planning Code Text (Resolution No. ___, adopted ___, 2012).~~ 2. ~~4.~~ Recommending Approval of Amendment of Planning Code Text and Amendment to Planning Code Height and Bulk District Map and Planning Code SUD Map (Resolution No. ___, adopted ___, 2012).
20.	**III.A**	**Cathedral Hill Campus. Planning Commission.** Summary of changes: • Non-substantive document clean-up. Revise as follows: 5. ~~7.~~ Approval of General Plan Referral for Major Encroachment Permit (Construction of Underground Tunnel, Underground Fuel Tanks, Cedar Street Improvements~~, Cedar Street Conversion West of Cathedral Hill MOB Entrance from One Way to Two Way~~) and Sidewalk-Widening Legislation~~)~~. (Motion No.__, adopted ___, 2012.
Exhibit K – Transportation		
21.	**2.a**	**SFMTA Fee.** Summary of Changes: • Clarify that the parking entry and exit fee applies in instances where drivers have the cost of parking compensated. Revise as follows: "The SFMTA Fee shall not apply to deliveries and short term drop offs, turn arounds and others provided with a short courtesy entry and exit ~~or when parking taxes do not otherwise apply~~, but it shall apply to any free parking offered to CPMC employees, contractors or agents."

DRAFT
4/26/2012

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO

(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)

AND WHEN RECORDED MAIL TO:

Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

DEVELOPMENT AGREEMENT RELATING TO THE CONSTRUCTION AND RECONSTRUCTION OF HEALTHCARE FACILITIES IN FURTHERANCE OF THE CALIFORNIA PACIFIC MEDICAL CENTER LONG RANGE DEVELOPMENT PLAN BY AND BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND SUTTER WEST BAY HOSPITALS

RECEIVED
BOARD OF SUPERVISORS
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2012 JUN -8 AM 11:07

BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

NOTICE OF PUBLIC HEARING

BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

LAND USE & ECONOMIC DEVELOPMENT COMMITTEE

NOTICE IS HEREBY GIVEN THAT the Land Use and Economic Development Committee will a hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

Date: **Friday, June 15, 2012**

Time: **10:00 a.m.**

Location: **Legislative Chamber, Room 250 located at City Hall**
1 Dr. Carlton B. Goodlett Place, San Francisco, CA

Subject: **California Pacific Medical Center Long Range Development Plan**

120357 **Planning Code - Increase Maximum Floor Area Ratios and Create the Van Ness Medical Use Subdistrict Within the Van Ness Special Use District - California Pacific Medical Center: Cathedral Hill Campus**

Ordinance amending the San Francisco Planning Code by: 1) amending Section 124 to allow a floor area ratio of 9:1 for a hospital and 7.5:1 for a medical office building within the Van Ness Special Use District, Medical Use Subdistrict; 2) amending Section 243 to include the establishment of the Van Ness Medical Use Subdistrict and associated controls; and 3) adopting findings, including environmental findings, Planning Code Section 302 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

120358 **Planning Code - Increase Maximum Permitted Floor Area Ratio and Establish the Cesar Chavez/Valencia Streets Medical Use Special Use District - California Pacific Medical Center: St. Luke's Campus**

Ordinance amending the San Francisco Planning Code by: 1) adding Section 124(k) to allow a floor area ratio of 2.5 to 1 in the Cesar Chavez/Valencia Streets Medical Use Special Use District; 2) adding Section 249.68 to establish the Cesar Chavez/Valencia Streets Medical Use Special Use District; and 3) adopting findings, including environmental findings, Planning Code Section 302 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

120359 **Zoning Map - California Pacific Medical Center: Cathedral Hill Campus**

Ordinance amending the San Francisco Planning Code Sectional Maps SU02 and HT02 of the Zoning Map of the City and County of San Francisco to: 1) reflect the creation of the Van Ness Medical Use Subdistrict at Assessor's Block Nos. 0695 (Lot Nos. 005, 006) and 0694 (Lot Nos. 005, 006, 007, 008, 009, 009A, 010); 2) allow an increase in height at Assessor's Block No. 0695 (Lot Nos. 005, 006) in order to allow for a new seismically safe hospital; and 3) adopt findings, including environmental findings, Section 302 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

120360 **Zoning Map - California Pacific Medical Center: St. Luke's Campus**

Ordinance amending the San Francisco Planning Code Sectional Maps SU07 and HT07 of the Zoning Map of the City and County of San Francisco to: 1) reflect the creation of the Cesar Chavez/Valencia Streets Medical Use Special Use District at the California Pacific Medical Center's St. Luke's Campus (Block No. 6575, Lot Nos. 001 and 002; Block No. 6576, Lot No. 021; and a portion of San Jose Avenue between Cesar Chavez and 27th Streets); 2) allow an increase in height throughout the western portion of the California Pacific Medical Center's St. Luke's Campus (Block No. 6576, Lot No. 021; and a portion of San Jose Avenue between Cesar Chavez and 27th Streets) in order to allow for a new seismically safe replacement hospital; and 3) adopt findings, including environmental findings, Section 302 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

120361 **Summary Street Vacation - Portion of San Jose Avenue - California Pacific Medical Center: St. Luke's Campus**

Ordinance ordering the summary street vacation of a portion of San Jose Avenue, between 27th Street and Cesar Chavez Street; rescinding an existing encroachment permit; adopting environmental findings pursuant to the California Environmental Quality Act and findings that the action contemplated herein are consistent with the San Francisco General Plan and eight priority policies of San Francisco Planning Code Section 101.1; and authorizing official acts in connection with this ordinance.

120362 **Street Encroachments - Van Ness Avenue, Cedar Street, and Geary Boulevard - California Pacific Medical Center: Cathedral Hill Campus**

Resolution: 1) granting revocable permission to the California Pacific Medical Center to a) occupy a portion of the public right-of way on Van Ness Avenue in order to construct and maintain a pedestrian tunnel under Van Ness Avenue (State Highway 101) to connect the new medical office building and the new hospital located at 1100 and 1101 Van Ness Avenue respectively; b) construct and maintain off-site improvements on the north side of Cedar Street between Van Ness Avenue and Polk Street, across the street from the medical office building and on the south side of Cedar Street contiguous to the property at 1001 Polk Street (Block No. 0694, Lot No. 004), including reconstructing and widening the existing sidewalk, installing new landscaping and reconstructing the existing roadway with pavers; and c) install and maintain two 30,000 gallon diesel fuel tanks within the public right of way under Geary Boulevard between Franklin Street and Van Ness Avenue, in order to serve the hospital at 1101 Van Ness Avenue; and 2) making environmental findings and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

120363 **Land Transf Agreement - Sale of a Portion of S Jose Avenue Between 27th Street and Cesar Chavez Street - Sutter West Bay Hospitals - California Pacific Medical Center: St. Luke's Campus**

Resolution authorizing the Director of Property to execute a Land Transfer Agreement with Sutter West Bay Hospitals, doing business as California Pacific Medical Center, for the future conveyance by the City and County of San Francisco to California Pacific Medical Center of real property consisting of a portion of San Jose Avenue between 27th Street and Cesar Chavez Street; and making findings, including findings under the California Environmental Quality Act and findings of consistency with the General Plan and Planning Code Section 101.1.

120364 **Changing the Official Sidewalk Widths - Portions of Post Street, Geary Boulevard, Geary Street, Cedar Street, Franklin Street, and Van Ness Avenue - California Pacific Medical Center: Cathedral Hill Campus**

Ordinance: 1) amending Ordinance No. 1061 entitled "Regulating the Width of Sidewalks" by adding thereto Section 1596 to change the official sidewalk width of: a) the southerly side of Post Street starting at the southeast intersection with Franklin Street continuing east to the southwest intersection with Van Ness Avenue; b) the northerly side of Geary Boulevard starting at the northeast intersection with Franklin Street continuing east to the northwest intersection with Van Ness Avenue; c) the northerly side of Geary Street starting at the northeast intersection of Van Ness Avenue continuing east 325 feet; d) both sides of Cedar Street starting at the intersection with Van Ness Avenue continuing east to the intersection with Polk Street; e) the westerly side of Van Ness Avenue starting at the intersection with Geary Boulevard continuing north to the intersection with Post Street; and f) the easterly side of Van Ness Avenue starting at the intersection with Geary Street continuing north to the intersection with Cedar Street; 2) making environmental findings and findings pursuant to the General Plan and Planning Code Section 101.1; and 3) requiring relocation, modification, or both of facilities affected by the sidewalk width change.

120365 **Changing the Official Sidewalk Widths - Portions of Cesar Chavez Street, Valencia Street and 27th Street - California Pacific Medical Center: St. Luke's Campus**

Ordinance: 1) amending Ordinance No. 1061 entitled "Regulating the Width of Sidewalks" by adding thereto Section 1591 to change the official sidewalk width of: a) the southerly side of Cesar Chavez Street starting at the southeast intersection with Guerrero Street continuing east to the southwest intersection with Valencia Street; b) the westerly side of Valencia Street, starting at the southwest intersection with Cesar Chavez Street continuing south to the northwest intersection with Duncan Street; and c) the northern portion of 27th Street starting at the intersection of 27th Street and San Jose Avenue and continuing west for 44.24 feet; 2) making environmental findings and findings pursuant to the General Plan and Planning Code Section 101.1; and 3) requiring relocation, modification, or both of facilities affected by the sidewalk width change.

120366 **Development Agreement - Sutter West Bay Hospitals - California Pacific Medical Center**

Ordinance: 1) approving a Development Agreement between the City and County of San Francisco and Sutter West Bay Hospitals, for certain real property associated with the California Pacific Medical Center Long Range Development Plan located at various locations in the City and County of San Francisco and generally referred to as the St. Luke's Campus, Cathedral Hill (Van Ness and Geary) Campus, Davies Campus, Pacific Campus, and California Campus; 2) making findings under the California Environmental Quality Act, findings of conformity with the City's General Plan and with the eight priority policies of Planning Code Section 101.1(b); and 3) waiving certain provisions of Administrative Code Chapter 56, and ratifying certain actions taken in connection therewith.

120458 **General Plan - Van Ness Area Plan Amendments - California Pacific Medical Center: Cathedral Hill Campus**

Ordinance amending the San Francisco General Plan Van Ness Area Plan in order to facilitate the development of a high density medical center at the transit nexus of Van Ness Avenue and Geary Boulevard and reflect various elements of this use; and adopting findings, including environmental findings, Planning Code Section 340 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

120459 **General Plan Map - California Pacific Medical Center: St. Luke's Campus**

Ordinance amending the General Plan of the City and County of San Francisco by: 1) amending Map 4 of the Urban Design Element to increase the height limit for the California Pacific Medical Center's St. Luke's Campus (Block No. 6575/Lot Nos. 001, 002; Block No. 6576/Lot No. 021, and the portion of San Jose Avenue between Cesar Chavez Street and 27th Street) to 105 feet; and 2) amending Map 5 of the Urban Design Element to reflect the proposed maximum plan dimensions and maximum diagonal plan dimensions of 227' and 270', respectively, for the St. Luke's Replacement Hospital site and 204' and 228', respectively, for the medical office building site at the St. Luke's Campus; and adopting findings, including environmental findings, Section 340 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

120460 **General Plan Map - California Pacific Medical Center: Cathedral Hill Campus**

Ordinance amending the General Plan of the City and County of San Francisco by: 1) amending Map 4 of the Urban Design Element to allow for development up to a height of 265 feet on the block bounded by Van Ness Avenue, Geary Boulevard, Franklin and Post Streets; 2) amending Map 5 of the Urban Design Element to reflect the proposed maximum plan dimensions and maximum diagonal plan dimensions of 385' and 466', respectively, for the Cathedral Hill Hospital site and 265' and 290', respectively, for the Cathedral Hill MOB site; 3) amending Map 1 of the Van Ness Area Plan, to designate the sites of the proposed Cathedral Hill Hospital and Medical Office Building as the Van Ness Medical Use Subdistrict; and 4) amending Map 2 of the Van Ness Area Plan to create a 265-V height/bulk district coterminous with the Hospital site; and adopting findings, including environmental findings, Planning Code Section 340 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

In accordance with Section 67.7-1 of the San Francisco Administrative Code, persons who are unable to attend the hearing on these matters may submit written comments to the City prior to the time the hearing begins. These comments will be made a part of the official public records in these matters, and shall be brought to the attention of the Members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, Room 244, City Hall, 1 Dr. Carlton Goodlett Place, San Francisco, 94102. Information relating to this matter is available in the Office of the Clerk of the Board and agenda information relating to this matter will be available for public review on Friday, June 8, 2012.

Angela Calvillo, Clerk of the Board

DATED: May 30, 2012
MAILED: June 1, 2012
PUBLISHED: June 1 & 8, 2012 (Street Vacation); June 5, 2012 (General Plan Amendments & Development Agreement)

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Notice Type: GPN GOVT PUBLIC NOTICE

Ad Description AM - 06.15.12 CPMC Land Use Hearing

To the right is a copy of the notice you sent to us for publication in the SAN FRANCISCO CHRONICLE. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the Clerk of the Board. Publication date(s) for this notice is (are):

06/05/2012

NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO LAND USE & ECONOMIC DEVELOPMENT COMMITTEE FRIDAY, JUNE 15, 2012 – 10:00 AM LEGISLATIVE CHAMBER ROOM 250, CITY HALL, 1 DR. CARLTON B. GOODLETT PL, SF, CA

NOTICE IS HEREBY GIVEN THAT THE LAND USE AND ECONOMIC DEVELOPMENT COMMITTEE WILL A HOLD A PUBLIC HEARING TO CONSIDER THE FOLLOWING PROPOSAL AND SAID PUBLIC HEARING WILL BE HELD AS FOLLOWS, AT WHICH TIME ALL INTERESTED PARTIES MAY ATTEND AND BE HEARD. SUBJECT: CALIFORNIA PACIFIC MEDICAL CENTER LONG RANGE DEVELOPMENT PLAN. (File No. 120366) Development Agreement - Sutter West Bay Hospitals - California Pacific Medical Center. Ordinance: 1) approving a Development Agreement between the City and County of San Francisco and Sutter West Bay Hospitals, for certain real property associated with the California Pacific Medical Center Long Range Development Plan located at various locations in the City and County of San Francisco and generally referred to as the St. Luke's Campus, Cathedral Hill (Van Ness and Geary) Campus, Davies Campus, Pacific Campus, and California Campus; 2) making findings under the California Environmental Quality Act, findings of conformity with the City's General Plan and with the eight priority policies of Planning Code Section 101.1(b); and 3) waiving certain provisions of Administrative Code Chapter 56, and ratifying certain actions taken in connection therewith. **(File No. 120458) General Plan - Van Ness Area Plan Amendments - California Pacific Medical Center: Cathedral Hill Campus.** Ordinance amending the San Francisco General Plan Van Ness Area Plan in order to facilitate the development of a high density medical center at the transit nexus of Van Ness Avenue and Geary Boulevard and reflect various elements of this use; and adopting findings, including environmental findings, Planning Code Section 340 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1. **(File No. 120459) General Plan Map - California Pacific Medical Center: St. Luke's Campus.** Ordinance amending the General Plan of the City and County of San Francisco by: 1) amending Map 4 of the Urban Design Element to increase the height limit for the California Pacific Medical Center's St. Luke's Campus (Block No. 6575/Lot Nos. 001, 002; Block No. 6576/Lot No. 021, and the portion of San Jose Avenue between Cesar Chavez Street and 27th Street) to 105 feet; and 2) amending Map 5 of the Urban Design Element to reflect the proposed maximum plan dimensions and maximum diagonal plan dimensions of 227' and 270', respectively, for the St. Luke's Replacement Hospital site and 204' and 228', respectively, for the medical office building site at the St. Luke's Campus; and adopting findings, including environmental findings, Section 340 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1. **(File No. 120460) General Plan Map - California Pacific Medical Center: Cathedral Hill Campus.** Ordinance amending the General Plan of the City and County of San Francisco by: 1) amending Map 4 of the Urban Design Element to allow for development up to a height of 265 feet on the block bounded by Van Ness Avenue, Geary Boulevard, Franklin and Post Streets; 2) amending Map 5 of the Urban Design Element to reflect the proposed maximum plan dimensions and maximum diagonal plan dimensions of 385' and 466', respectively, for the Cathedral Hill Hospital site and 265' and 290', respectively, for the Cathedral Hill MOB site; 3) amending Map 1 of the Van Ness Area Plan, to designate the sites of the proposed Cathedral Hill Hospital and Medical Office Building as the Van Ness Medical Use Subdistrict; and 4) amending Map 2 of the Van Ness Area Plan to create a 265-V height/bulk district coterminous with the Hospital site; and adopting findings, including environmental findings, Planning Code Section 340 findings, and findings of consistency with the General Plan and the priority policies of Planning Code Section 101.1.

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Angela Calvillo, Clerk of the Board

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