

File No. 151108 Committee Item No. 2
 Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS
 AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date December 3, 2015

Board of Supervisors Meeting Date _____

Cmte Board

- | | | |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Agreement</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Management Plan - March 2015</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Referral ER - 110315</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Referral FYI - 110315</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Referral ER - 112315</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Committee Report Memo - 112415</u> |
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Completed by: Erica Major Date November 25, 2015
 Completed by: _____ Date _____

1 [Agreement - Owners' Association for Administration/Management of Yerba Buena
2 Community Benefit District]

3 **Resolution approving an agreement with the nonprofit Owners' Association for**
4 **administration/management of the established property-based Community Benefit**
5 **District known as the "Yerba Buena Community Benefit District," pursuant to California**
6 **Streets and Highways Code, Section 36651, for a period commencing upon Board**
7 **approval, through June 30, 2030.**

8
9 WHEREAS, On June 2, 2015, acting pursuant to California Constitution, Article XIID,
10 California Government Code, Section 53753, and the Property and Business Improvement
11 District Law of 1994 (California Streets and Highways Code, Division 18, Part 7, commencing
12 with Section 36600), as augmented by San Francisco Business and Tax Regulations Code,
13 Article 15, the Board of Supervisors adopted Resolution No. 197-15 ("Resolution of Intention")
14 declaring the Board's intention to renew and expand the property-based special assessment
15 district to be known as the Yerba Buena Community Benefit District; and declaring the Board's
16 intention to levy assessments on parcels to be included within the district, setting the public
17 hearing, initiating mail ballot majority protest proceedings, approving the management district
18 plan entitled "The Yerba Buena Community Benefit District Management Plan" (the
19 "Management District Plan" or "Plan"), making various findings, and taking other legislative
20 actions required to renew and expand the proposed district and levy the proposed
21 assessments (Board File No. 150499); and

22 WHEREAS, On July 31, 2015, acting pursuant to the aforementioned legal authorities,
23 the Board of Supervisors adopted Resolution No. 300-15 ("Resolution to Establish," Board
24 File No. 150762), establishing the property-based Community Benefit District designated as
25 the "Yerba Buena Community Benefit District" and levying multi-year special assessments on

1 Identified Parcels (as defined in Government Code, Section 53750(g)) included within the
2 District (the "Assessments"); and the Controller's designation for the Assessments for the
3 Yerba Buena Community Benefit District is Special Assessment No. 96; and

4 WHEREAS, Pursuant to the aforementioned legal authorities and the Resolution to
5 Establish, the Assessments may only be used to fund property-related services,
6 "Improvements" (as defined in Streets and Highways Code, Section 36610) and "Activities"
7 (as defined in Streets and Highways Code, Section 36606) within the District in accordance
8 with the Management District Plan (collectively, such authorized services, improvements and
9 activities are referred to here as "District Programs"); and

10 WHEREAS, The District is not a governmental, corporate or separate legal entity, but is
11 a geographic area containing all of the Identified Parcels subject to the Assessments for
12 District Programs described in the Plan and included in the annual budgets submitted to and
13 approved by the Board of Supervisors; the annual budget for District Programs for the first
14 year of operations is set forth in the Plan, and for subsequent years, shall be set forth in the
15 Annual Reports submitted to the Board of Supervisors as required by Streets and Highways
16 Code, Section 36650; and

17 WHEREAS, Pursuant to the Resolution to Establish and Streets and Highways Code,
18 Sections 36612 and 36650, the Board of Supervisors may contract with a private nonprofit
19 entity referred to as an "Owners' Association" to administer the District Programs; and

20 WHEREAS, An Owners' Association may be an existing nonprofit entity or a newly
21 formed nonprofit entity; and

22 WHEREAS, An Owners' Association is a private entity and may not be considered a
23 public entity for any purpose, nor may its board members or staff be considered to be public
24 officials for any purpose; provided, however, that an Owner's Association must comply with
25 the Ralph M. Brown Act (Government Code, Title 5, Division 2, Part 1, Chapter 9,

1 commencing with Section 54950) at all times when its board of directors or any committee
2 thereof hears, considers or deliberates on matters concerning the District, and must comply
3 with the California Public Records Act (Government Code, Title 1, Division 7, Chapter 3.5,
4 commencing with Section 6250), for purposes of providing public access to records relating to
5 the District; and

6 WHEREAS, An Owners' Association is obligated to hold in trust all funds it receives
7 from the City that are derived from the City's levy and collection of the Assessments, and to
8 use such funds exclusively for the purposes of implementing the Management District Plan
9 and administering, managing and providing District Programs set forth in the Plan, Resolution
10 to Establish, and annual budgets submitted by the Owners' Association and approved by the
11 Board of Supervisors; and

12 WHEREAS, Pursuant to the Resolution to Establish, the Office of Economic and
13 Workforce Development is the City agency responsible for coordination between the City and
14 the Owners' Association for the District; and

15 WHEREAS, The Office of Economic and Workforce Development has negotiated an
16 agreement with the California nonprofit corporation Yerba Buena Community Benefit District
17 to, in good faith and with diligence as the Owners' Association for the District, develop,
18 implement, direct, manage, administer, operate and ensure the timely provision of the District
19 Programs ("Management Agreement" or "Agreement"); and

20 WHEREAS, The Management Agreement is on file with the Clerk of the Board of
21 Supervisors in File No. 151108, which is hereby declared to be a part of this Resolution as if
22 set forth fully herein; and

23 WHEREAS, Pursuant to the Property and Business Improvement District Law of 1994,
24 the Resolution to Establish and the express terms of the Management Agreement, the
25

1 Agreement shall not be binding unless the Board of Supervisors approves the Agreement by
2 Resolution; and

3 WHEREAS, It is in the best interest of the City and the property owners within the
4 District for the City to enter into the Management Agreement with the Yerba Buena
5 Community Benefit District, Inc., according to the terms and conditions set forth therein; and

6 WHEREAS, The Planning Department has determined that the actions contemplated in
7 this Resolution comply with the California Environmental Quality Act (California Public
8 Resources Code Sections 21000 et seq.); and

9 WHEREAS, Said determination is on file with the Clerk of the Board of Supervisors in
10 File No. 151108 and is incorporated herein by reference; now, therefore, be it

11 RESOLVED, That the Board of Supervisors declares as follows:

12 Section 1. AUTHORIZATION TO EXECUTE CONTRACT. The Office of Economic
13 and Workforce Development is duly authorized to execute the Management Agreement on
14 behalf of the City and County of San Francisco.

15 Section 2. APPROVAL OF AGREEMENT. The Board of Supervisors hereby
16 approves the Management Agreement on file with the Clerk of the Board of Supervisors in
17 File No. 151108, which is hereby declared to be a part of this Resolution as if set forth fully
18 herein.

19 Section 3. AUTHORIZATION FOR ACTIONS CONTEMPLATED IN AGREEMENT.
20 The Office of Economic and Workforce Development, Controller and all other Departments,
21 City Officers and Employees are authorized to take all actions, make determinations, exercise
22 discretion, grant or deny approval, and otherwise take all reasonable steps necessary for full
23 performance of the Management Agreement on behalf of the City and County of San
24 Francisco according to its terms.
25

1 Section 4. AUTHORIZATION FOR AMENDMENTS TO AGREEMENT. Subject to
2 disapproval by the Board of Supervisors within 30 days of submission to the Clerk of the
3 Board, the Office of Economic and Workforce Development may execute amendments to the
4 Agreement on behalf of the City and County of San Francisco that are consistent with the
5 Management District Plan, Resolution to Establish, official City policies and applicable law.

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**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)**

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>
Name of contractor: Yerba Buena Community Benefit District

Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.

1) Michelle Delaney
 Laurel Arvanitidis
 Misty Rasche
 Catherine Bartels
 Helen Han
 Frank Miskus
 Summerlea Kashar
 Kerry King
 Dan Soine
 Vincent Latigue
 Gail Ringer
 Kristin Gonsar
 Peter Hartman
 Dheeraj Kakar
 Deborah Lunn
 Lisa Kirvin
 Christopher Sullivan
 Candace Sue – Board Vice Chair
 Lance Burwell – Board Chair
 Brian Kess
 John Elberling
 Lynn Farzaroli
 Scott Rowitz

2) Cathy Maupin – Executive Director

3) N/A

4) N/A

5) N/A

Contractor address: 5 Third Street, Suite 914 San Francisco, CA 94103	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contracts: \$ 68,347,918.38 (note: this amount represents an estimate of total distributions from the City to the District throughout the entirety of

	the District's duration. The District is currently slated to sunset in 2030.)
Describe the nature of the contract that was approved: The Board of Supervisors approved a Resolution (File No. 150762) authorizing the City and County of San Francisco to enter into an agreement with the Yerba Buena Community Benefit District to disburse District assessment funds collected by the City to the District in order for the District to begin providing services as specified in the Yerba Buena Community Benefit District Management Plan.	
Comments: This is a standard contract which the City enters into with a Community Benefit District/Business Improvement District in order to allocate funds for services to be performed by the entity within their designated operating area.	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information (Please print clearly.)

Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (-415-) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

ORIG - COB
GAO, Leg Reg

Member, Board of Supervisors
District 7



City and County of San Francisco

NORMAN YEE

DATE: 11/24/2015

TO: Angela Calvillo
Clerk of the Board of Supervisors

FROM: Supervisor Norman Yee *NY*
Chairperson

RE: Government Audit and Oversight Committee
COMMITTEE REPORTS

RECEIVED
BOARD OF SUPERVISORS
STREET SERVICES
2015 NOV 24 PM 4:01
AK

Pursuant to Board Rule 4.20, as Chair of the Government Audit and Oversight Committee, I have deemed the following matters are of an urgent nature and request they be considered by the full Board on December 8, 2015, as Committee Reports:

151192 Agreement - Owners' Association for Administration/Management of Greater Rincon Hill Community Benefit District

Resolution approving an agreement with the nonprofit Owners' Association for administration/management of the established property-based Community Benefit District known as the "Greater Rincon Hill Community Benefit District," pursuant to California Streets and Highways Code, Section 36651, for a period commencing upon Board approval, through June 30, 2030.

✶ **151108 Agreement - Owners' Association for Administration/Management of Yerba Buena Community Benefit District**

Resolution approving an agreement with the nonprofit Owners' Association for administration/management of the established property-based Community Benefit District known as the "Yerba Buena Community Benefit District," pursuant to California Streets and Highways Code, Section 36651, for a period commencing upon Board approval, through June 30, 2030.

151189 Agreement - Owners' Association for Administration/Management of Dogpatch & Northwest Potrero Hill Green Benefit District

Resolution approving an agreement with the nonprofit Owners' Association for administration/management of the established property-based Green Benefit District known as the "Dogpatch & Northwest Potrero Hill Green Benefit District," pursuant to California Streets and Highway Code, Section 36651, for a period commencing upon Board approval, through June 30, 2025.

151065 Mills Act Historical Property Contract - 722 Steiner Street

Resolution approving a Mills Act historical property contract between The Trust of Côme Lague and Charlene Li, the owners of 722 Steiner Street, and the City and County of San Francisco, under Administrative Code, Chapter 71; and authorizing the Planning Director and the Assessor to execute the historical property contract.

151066 Mills Act Historical Property Contract - 807 Montgomery Street

Resolution approving a Mills Act historical property contract between 807 Montgomery, LLC, the owners of 807 Montgomery Street, and the City and County of San Francisco, under Administrative Code, Chapter 71; and authorizing the Planning Director and the Assessor to execute the historical property contract.

151067 Mills Act Historical Property Contract - 761 Post Street

Resolution approving a Mills Act historical property contract between RLJC San Francisco LP, the owners of 761 Post Street, and the City and County of San Francisco, under Administrative Code, Chapter 71; and authorizing the Planning Director and the Assessor to execute the historical property contract.

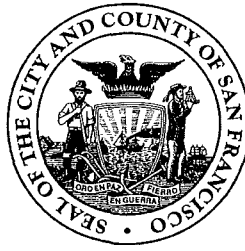
150985 Settlement of Lawsuit - John Russo Industrial Sheetmetal, Inc., dba JRI, Inc. - \$2,100,000]

Ordinance authorizing settlement of the lawsuit filed by John Russo Industrial Sheetmetal, Inc., a California corporation, dba JRI, Inc. ("JRI") against the City and County of San Francisco for \$2,100,000 and other material terms; the lawsuit was filed on June 17, 2010, in Alameda County Superior Court Case No. HG10520625, entitled JRI, Inc. v. City and County of San Francisco, et al., related to the contract for the manufacture and delivery of two Aircraft Rescue Fire Fighting vehicles for use at San Francisco International Airport ("Airport"); other material terms of said settlement include that the City will convert the prior termination of JRI's contract for default to a termination for convenience; for five years, JRI will not bid on any Airport contracts, including as a subcontractor, or challenge any Airport procurements; and the parties mutually release all claims relating to the contract or the lawsuit.

151163 Settlement of Lawsuit - New Cingular Wireless, LLC, Donald Sipple, John Simon, Kark Simonsen, and Christopher Jacobs - \$3,038,832

Ordinance authorizing settlement of the lawsuit filed by New Cingular Wireless, LLC, Donald Sipple, John Simon, Karl Simonsen, and Christopher Jacobs against the City and County of San Francisco for \$3,038,832; the lawsuit was filed on May 27, 2011, in Los Angeles Superior Court, Case No. BC462270; entitled Donald Sipple, et al. v. City Of Alameda, et al.; other material terms of said settlement are dismissal of the cross-complaint filed by the City and County of San Francisco against New Cingular Wireless, LLC, and AT&T Mobility, LLC.

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

November 3, 2015

File No. 151108

Sarah Jones
Environmental Review Officer
Planning Department
1650 Mission Street, 4th Floor
San Francisco, CA 94103

Dear Ms. Jones:

On October 27, 2015, Supervisor Kim introduced the following legislation:

File No. 151108

Resolution approving an agreement with the nonprofit Owners' Association for administration/management of the established property-based Community Benefit District known as the "Yerba Buena Community Benefit District," pursuant to California Streets and Highways Code, Section 36651, for a period commencing upon Board approval, through June 30, 2030.

This legislation is being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

A handwritten signature in cursive script, appearing to read "Erica Major".

By: Erica Major, Assistant Committee Clerk
Government Audit and Oversight Committee

Attachment

c: Joy Navarrete, Environmental Planning
Jeanie Poling, Environmental Planning

Not defined as a project under CEQA Guidelines Sections 15378 and 15060(c)(2) because it does not result in a physical change in the environment.

Joy
Navarrete

Digitally signed by Joy Navarrete
DN: cn=Joy Navarrete,
o=Planning, ou=Environmental
Planning,
email=joy.navarrete@sfgov.org,
c=US
Date: 2015.11.23 12:15:19 -08'00'

Major, Erica (BOS)

From: Navarrete, Joy (CPC)
Sent: Monday, November 23, 2015 12:16 PM
To: Major, Erica (BOS)
Cc: Poling, Jeanie (CPC)
Subject: RE: REFERRAL ER (151108) Agreement - Owners' Association for Administration/Management of Yerba Buena Community Benefit District
Attachments: 151108 ER.pdf

Here's 151108

Joy Navarrete. Senior Environmental Planner
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103
P. 415-575-9040 F. 415-558-6409
www.sfplanning.org

From: Major, Erica (BOS)
Sent: Tuesday, November 03, 2015 8:36 AM
To: Jones, Sarah (CPC)
Cc: Navarrete, Joy (CPC); Poling, Jeanie (CPC)
Subject: REFERRAL ER (151108) Agreement - Owners' Association for Administration/Management of Yerba Buena Community Benefit District


Greetings:

Attached is a referral for the Planning Department's environmental review. Please forward your determination to me as soon as possible.

Thank you in advance.

Best,

Erica Major
Assistant Committee Clerk
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244
San Francisco, CA 94102
Phone: (415) 554-4441 | Fax: (415) 554-5163
Erica.Major@sfgov.org | www.sfbos.org

 Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

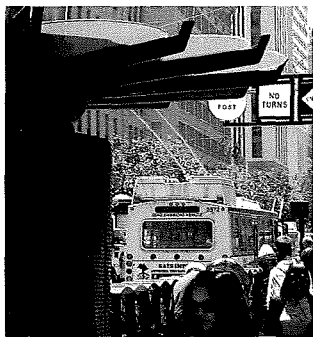
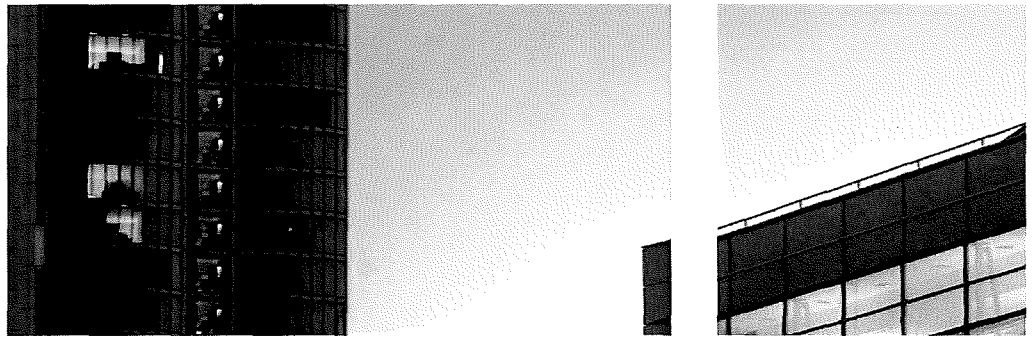
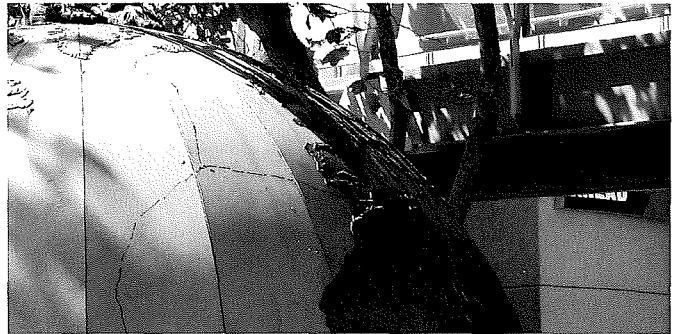
The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.

YERBA BUENA COMMUNITY BENEFIT DISTRICT MANAGEMENT PLAN

MARCH 2015





YERBA BUENA COMMUNITY BENEFIT DISTRICT MANAGEMENT PLAN

SAN FRANCISCO, CA

MARCH 2015

Prepared by the Yerba Buena Community Benefit District Steering Committee and NBS

Prepared for the Property Owners, Businesses and Residents of the proposed renewed and expanded Yerba Buena CBD and the San Francisco Board of Supervisors

[And] Pursuant to the State of California and Business Improvement District Law of 1994 and augmented by Article 15 of the San Francisco Business and Tax Regulations Code to authorize a Community Benefit District for the proposed renewed and expanded Yerba Buena CBD area in San Francisco, CA

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Smooth & spicy
taste

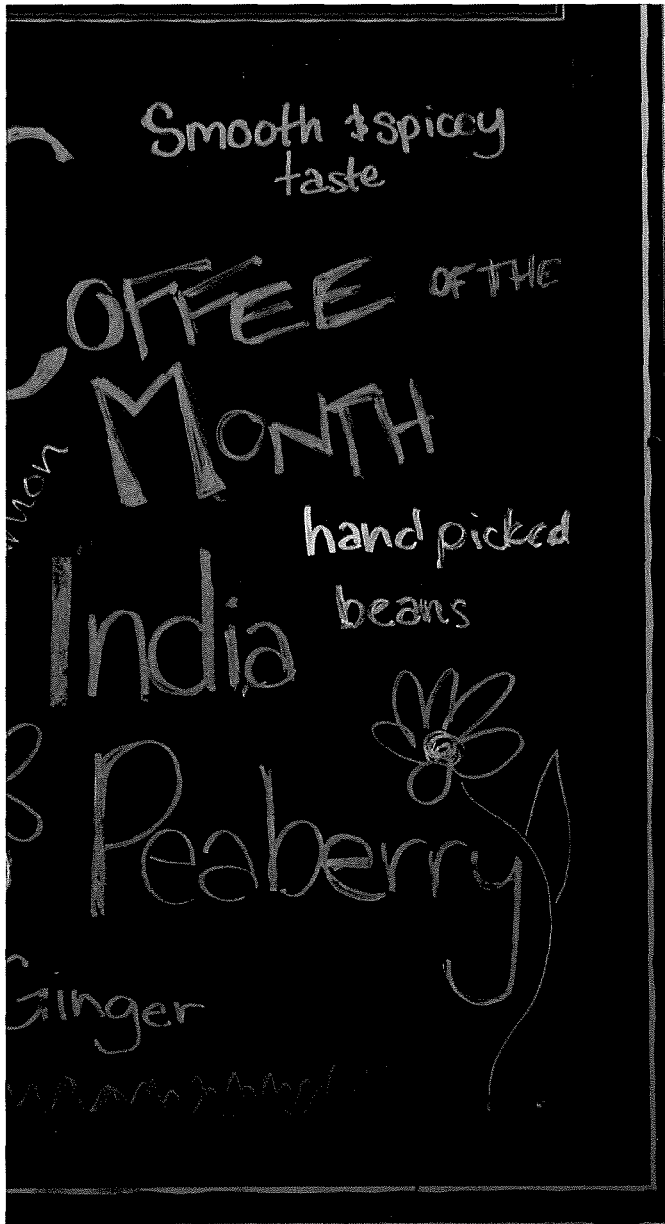
COFFEE OF THE
MONTH

hand picked
beans

India

Peaberry

Ginger



00



EXECUTIVE
SUMMARY

THE YERBA BUENA COMMUNITY BENEFIT DISTRICT WILL ADVANCE THE QUALITY OF LIFE FOR RESIDENTS AND VISITORS IN THE YERBA BUENA NEIGHBORHOOD AND SAN FRANCISCO ON AN ONGOING BASIS BY FOSTERING A SAFER AND MORE SECURE COMMUNITY, ENHANCING ENVIRONMENTAL QUALITY AND BEAUTY, AND REINFORCING THE VIABILITY OF OUR ECONOMIC BASE.

THE YERBA BUENA COMMUNITY BENEFIT DISTRICT

Always Original

Yerba Buena district property owners and the San Francisco Board of Supervisors approved the formation of the Yerba Buena Community Benefit District (YBCBD) in 2008 for a seven-year period. Since then, the nonprofit YBCBD has been working with the community to provide services that benefit property owners, residents, businesses and visitors by making the neighborhood cleaner, safer and more inviting. In 2015, current Yerba Buena property owners will again be asked to renew their funding for services provided through the YBCBD for a 15-year period, and property owners in the expanded boundary will be asked to join as well.

Yerba Buena has become one of the City's most dynamic and original districts stretching from Second to Fifth and Market to Harrison streets. The foundation of the district is built on a spirit of creativity, innovation and openness that drives people to live, work and visit Yerba Buena. Years ago, creative and committed thinkers transformed the area's main feature — a large parking lot — into Moscone Center and the 5.5-acre Yerba Buena Gardens. Today, Yerba Buena is a thriving hub of cultural charisma, entrepreneurship, and diversity. The area bustles

with more than 400 shopping, dining and entertainment venues, world-class museums, convention space, hotels, and educational institutions. Technology companies, retailers and culinary artists incubate the next big thing. Senior housing blends with live/work lofts, family homes and luxury condominiums. The YBCBD works every day to sustain and improve the quality of life in the neighborhood.

On December 9, 2014 the YBCBD Board of Directors reaffirmed its support for the YBCBD's existing Mission Statement, Core Values and Goals:

MISSION STATEMENT

The Yerba Buena Community Benefit District will advance the quality of life for residents and visitors in the Yerba Buena neighborhood and San Francisco on an ongoing basis by fostering a safer and more secure community, enhancing environmental quality and beauty, and reinforcing the viability of our economic base.

CORE VALUES

- Yerba Buena Gardens is the centerpiece of the neighborhood and a significant contributor to the quality of life in our community;
- Diversity is valued in all forms and all are welcome in the Yerba Buena neighborhood;
- Arts and culture create critical connection points for our community and City; and
- Stable and vibrant businesses and an engaged community are key to ensuring the success of the Yerba Buena neighborhood.

GOALS

- Improve safety and security in the Yerba Buena neighborhood;
- Increase cleanliness and expand the beauty of the Yerba Buena Gardens with streetscape and public realm improvements throughout the Yerba Buena neighborhood;
- Continue to define and brand the Yerba Buena neighborhood to increase visitors, business, and community recognition while helping people effectively navigate the neighborhood;
- Increase the economic viability of the Yerba Buena neighborhood; and
- Create an ideal place to live, work, study, and visit.

SERVICES

The YBCBD achieves its mission by implementing the following services:

- **Clean Team.** The Clean Team sweeps and steam-cleans sidewalks, removes graffiti, picks up litter, and responds to immediate neighborhood cleaning needs.
- **Police Patrol.** In addition to existing police services, the YBCBD funds a San Francisco Police Department Bike Patrol Officer to improve pedestrian and overall safety, and address quality of life issues.
- **Community Guides.** The Guides help everyone in the district and monitor public areas. They direct visitors to local businesses, contact the YBCBD dispatcher to have areas cleaned, report safety issues, and help those in need.
- **Marketing and Events.** The YBCBD markets Yerba Buena with websites, events, social media, street banners, and more to support its economic goals.
- **Community Benefit Fund.** The YBCBD provides grants to neighborhood nonprofits that support efforts like family programs, public art projects and cultural exhibits.
- **Streetscape Improvements.** Streetscape programs – large and small – improve public spaces with greening programs, artful bike racks, seating, alley designs, public art plans, and more. The Yerba Buena Street Life Plan, a road map developed by the community and the YBCBD, guides public realm improvements.

HIGHLIGHTS OF SERVICES

Yerba Buena benefits each day from the YBCBD's services. Clean and safe services are the YBCBD's primary focus. In the last fiscal year, the YBCBD Clean Team addressed 7,500 sweep requests, removed 3,500 graffiti tags, flyers and stickers, and worked 365 days a year. The YBCBD's Community Guides and San Francisco Police Department Bike Patrol Officer addressed 1,700 aggressive pan-handling incidences, and provided information and assistance to thousands of visitors and merchants. The YBCBD's services also reflect the district's originality. It was the first community benefit district in the City to offer a mobile app and web-based program called YBCBD Assist to report and track district clean and safe service requests. With the City and Exploratorium, it unveiled the nation's first Living Innovation Zone, an interactive welcome mat to draw people into the district. The YBCBD introduced artful cast iron public seating with a dramatic mosaic design and an innovative portable bicycle corral. Nine thousand people attended the fourth annual Yerba Buena Night, a community celebration of the district's cultural heartbeat created and managed by the YBCBD. The YBCBD's extensive marketing programs also have established "Yerba Buena" as a distinctive neighborhood to bring people to district attractions.

RENEWAL

As the neighborhood grows, there is an even greater need for the YBCBD's services. In the last five years, 5,000 new residents moved to the area. New office projects are expected to bring 5,000 more workers to Yerba Buena daily. The expansion of Moscone Center and SFMOMA will attract hundreds of thousands of additional visitors annually.

In 2014, the YBCBD Board of Directors approved a Steering Committee representing 13 individuals and properties — with board members and non-board members reflective of the district's diverse interests — to formally launch the process to renew the YBCBD. The Steering Committee provides guidance and recommendations to the Board on items regarding, but not limited to, the following:

- Determining boundaries;
- Determining the assessment methodology;
- Determining service plans;
- Determining the annual budget;
- Developing a new management plan;
- Conducting community and key stakeholder meetings; and
- Securing renewal.

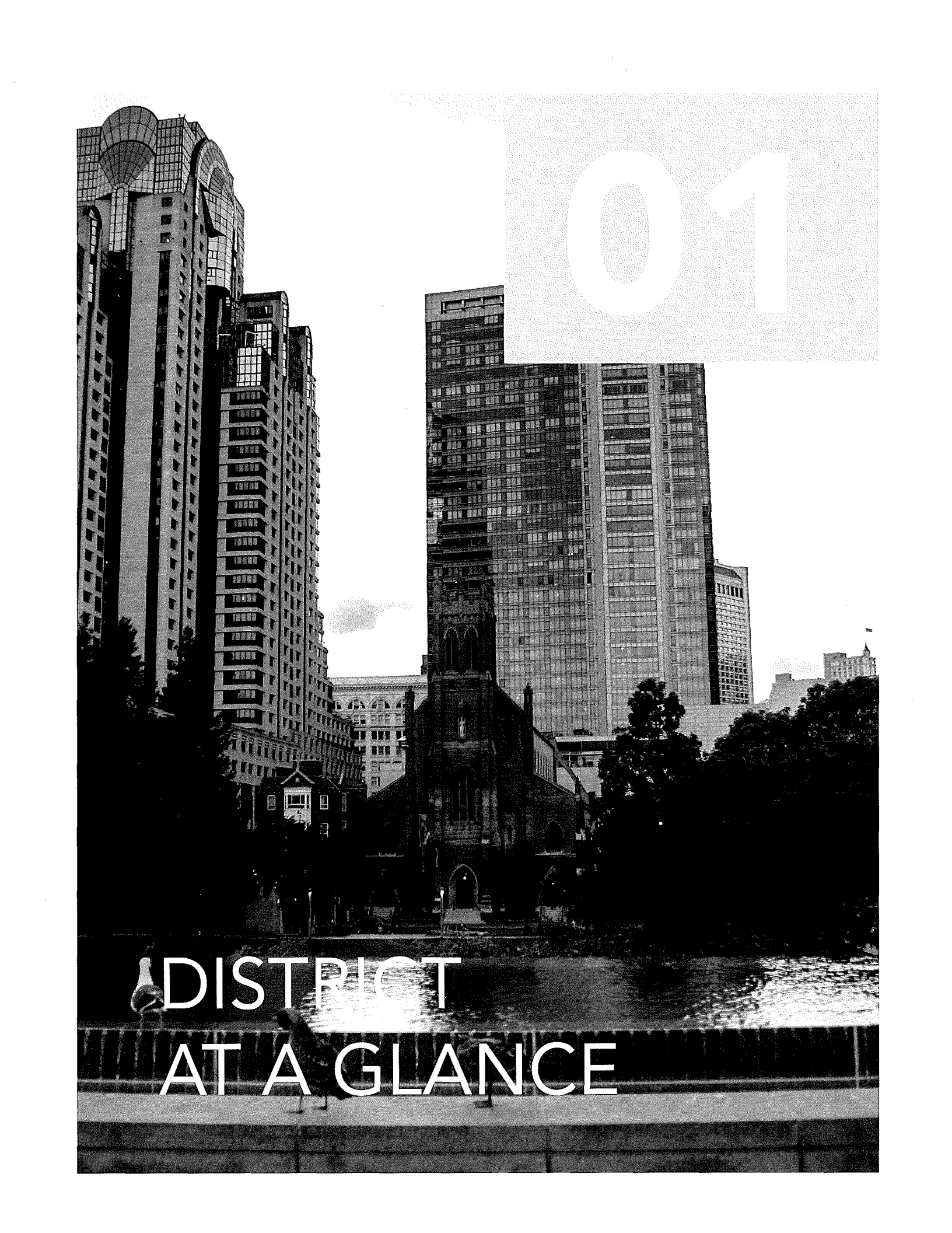
A comprehensive public outreach program included 28 public meetings with the Steering Committee, YBCBD Board of Directors and community workshops to advance the renewal process. Outreach efforts also included survey research, direct mail, online communications, one-on-one meetings stakeholders, neighborhood canvassing, HOA meetings, and more.

DISTRICT BOUNDARIES

The boundaries for the renewed and expanded YBCBD remain the same with minor adjustments. The district includes parcels roughly from Second to 5th streets and Market to Harrison streets. Five parcels on the south side of 5th Street between Mission and Howard streets were removed from the District and one additional parcel at 5th and Folsom streets was added. A specific description and district map are included under Appendix A of this District Management Plan.

DISTRICT MANAGEMENT PLAN OVERVIEW

The District Management Plan is the result of the work of residents, businesses, cultural organizations, City officials, and countless others dedicated to improving Yerba Buena. The Plan includes updated YBCBD boundaries, service plans, annual budget, assessment methodology, and district management guidelines. An addendum includes specific property owner assessments according to the approved methodology. This plan will guide the YBCBD in its efforts to sustain and to improve the quality of life in the district.



01

DISTRICT
AT A GLANCE

District at a Glance

Yerba Buena community members formed the Yerba Buena Community Benefit District in 2008 to provide services that benefit property owners, residents, businesses and visitors by making the neighborhood cleaner, safer and more inviting. A community benefit district is a special assessment district that provides for the levy and collection of assessments on properties within a geographically defined area. Assessment revenue collected from the benefiting properties pays for the costs associated with the improvements, maintenance, and activities provided to the YBCBD. Renewing the YBCBD is one way to maximize available resources and provide an ongoing funding source to continue to improve quality of life in the district.

YERBA BUENA COMMUNITY BENEFIT DISTRICT BOUNDARIES

The properties located within the YBCBD boundaries represent a dynamic mix of land and development uses. There is a combination of hotel, retail, office, convention,

museum, nonprofit, public, and residential uses represented. The variety of land uses creates a unique and diverse area that plays into the vibrant activity of the Yerba Buena neighborhood. The boundaries of the proposed YBCBD include approximately 17 whole or partial blocks and two benefit zones. The YBCBD boundaries are approximately:

- Market Street from northwest corner of Assessor Parcel No. 3706-048 to 2nd Street (South side only)
- 2nd Street from Market Street to Harrison Street to the southeast corner of Assessor Parcel No. 3763-001 (West side only)
- Harrison Street from 2nd Street to Vassar Place (East and West sides - street and affronting parcels)
- Vassar Place, running on the eastern property line of APN 3763-105, from Harrison Street to Perry Street (no public right of way on Vassar Place included)
- Perry Street from Vassar Place to 4th Street (North side only)

- 4th Street from Perry Street to Harrison Street (East side only)
- Harrison Street from 4th Street to 5th Street (East and West sides - street and affronting parcels)
- 5th Street from Harrison Street to Howard Street (East and West sides – street and affronting parcels)
- 5th Street from Howard Street to northwest corner of Assessor Parcel No. 3705-039 (East side only)
- Mission Street from 5th Street to 4th Street (East and West sides - street and affronting parcels)
- 4th Street from Mission Street to northeast corner of Assessor Parcel No. 3705Z-003 (West side only) and Stevenson Alley (East side only)
- Stevenson Alley to southwest corner of Assessor Parcel No. 3706-048 (South side only)
- Southwest corner of Assessor Parcel No. 3706-048 to the parcel's northwest corner

THE DISTRICT BOUNDARIES INCLUDE TWO ZONES OF BENEFIT.

ZONE 1 BOUNDARIES ARE APPROXIMATELY:

- Market Street from northwest corner of Assessor Parcel No. 3706-048 to 2nd Street to (South side only)
- 2nd Street from Market Street to Howard Street (West side only)
- Howard Street from 2nd Street to 3rd Street (North side only)
- 3rd Street from Howard Street to Folsom Street (West side only)
- Folsom Street from 3rd Street to 4th Street (North side only)
- 4th Street from Folsom Street to Howard Street (East side only)
- Howard Street from 4th Street to 5th Street (North side only)
- 5th Street from Howard Street to northwest corner of Assessor Parcel No. 3705-039 (East side only)
- Mission Street from 5th Street to 4th Street (East and West sides - street and affronting parcels)
- 4th Street from Mission Street to northeast corner of Assessor Parcel No. 3705Z-003 (West side only) and Stevenson Alley (East side only)

- Stevenson Alley to southwest corner of Assessor Parcel No. 3706-048 (South side only)
- Southwest corner of Assessor Parcel No. 3706-048 to the parcel's northwest corner

ZONE 2 BOUNDARIES ARE APPROXIMATELY:

- 2nd Street from Howard Street to Harrison Street to the southeast corner of Assessor Parcel No. 3763-001 (West side only)
- Harrison Street from 2nd Street to Vassar Place (East and West sides - street and affronting parcels)
- Vassar Place, running on the eastern property line of Assessor Parcel No. 3763-105, from Harrison Street to Perry Street (no public right of way on Vassar Place included)
- Perry Street from Vassar Place to 4th Street (North side only)
- 4th Street from Perry Street to Harrison Street (East side only)
- Harrison Street from 4th Street to 5th Street (East and West sides - street and affronting parcels)
- 5th Street from Harrison Street to Howard Street (East and West sides – street and affronting parcels)
- Howard Street from 5th Street to 4th Street (South side only)

- 4th Street from Howard Street to Folsom Street (West side only)
- Folsom Street from 4th Street to 3rd Street (South side only)
- 3rd Street from Folsom Street to Howard Street (East side only)
- Howard Street from 3rd Street to 2nd Street (South side only)

IMPROVEMENTS, MAINTENANCE AND ACTIVITIES

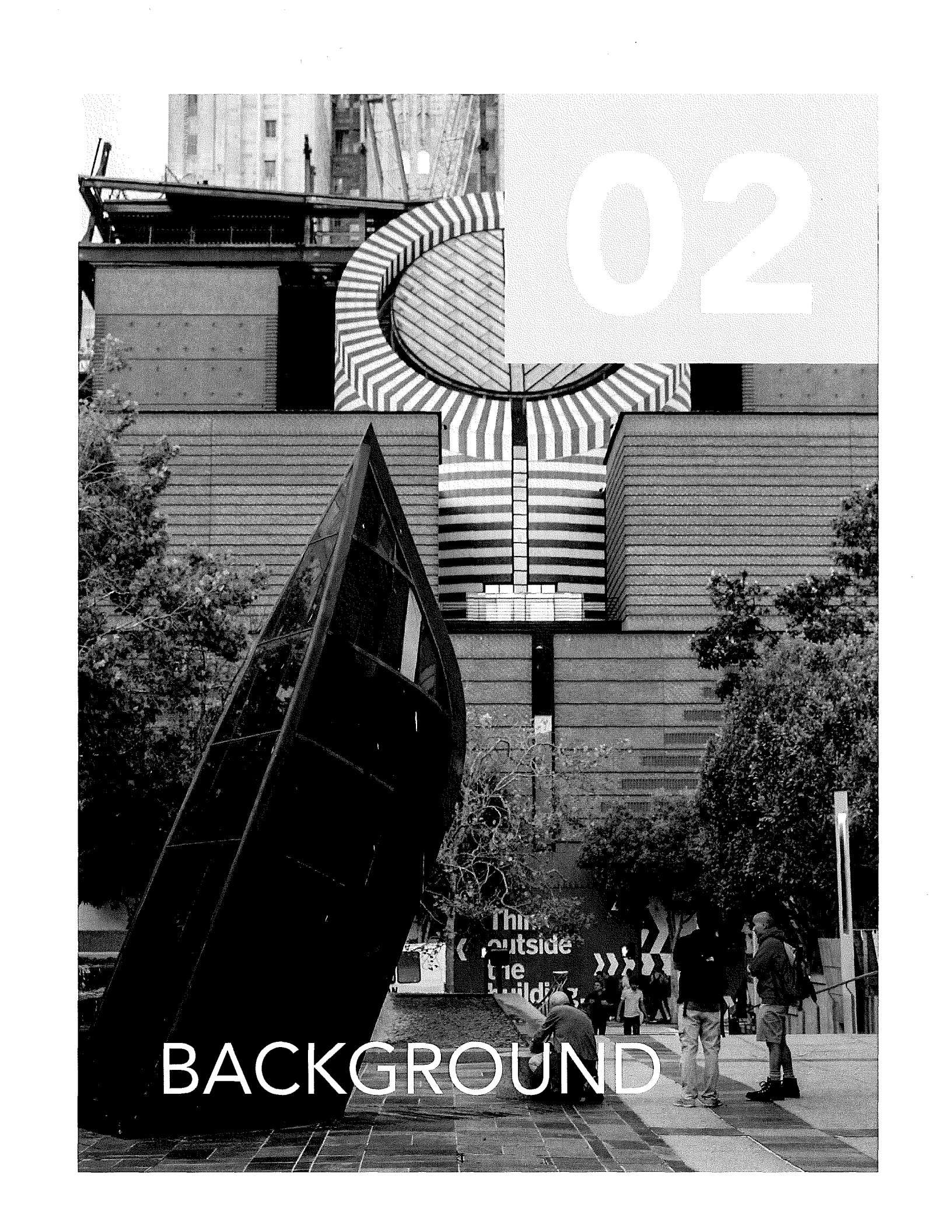
The improvements, maintenance and activities provided in this plan include: a Cleaning and Streetscape Improvement program; a Safety and Security program; a Branding, Activation and Marketing program to promote and brand the district; and, various management activities to support those efforts.

ANNUAL TOTAL BUDGET AND ASSESSMENTS

The total proposed annual operating budget for Fiscal Year 2015/16 is \$3,151,836.09. Assessment revenue of \$2,991,722.82 provides 94.92% of the annual operating budget. The remaining portion of the annual operating budgets will be generated from sources such as grants, donations, fees for service contracts, and in-kind donations. The assessment calculation for each property utilizes a combination of land use, linear street frontage and building square footage. The Method of Assessment section of this Management Plan provides a more detailed procedure of the annual assessment calculation.

TERM

If renewed and expanded, assessments would be collected for 15 years (July 1, 2015 through June 30, 2030). Expenditure of those collected assessments can continue for up to six months after the end of the assessment collection period (December 31, 2030), at which point the District would terminate, if not renewed nor expanded.



02

BACKGROUND

Background

Property owners establish special assessment districts to provide a constant funding source for various improvements, maintenance and activities that benefit properties within a defined geographical area. The improvements, maintenance and activities can include providing enhanced cleaning and maintenance services, improving security, providing for marketing activities to promote and revitalize an area, and other programs found to benefit an area. The ongoing revenue stream for the improvements, maintenance and activities comes from the annual assessments funded by properties within the area; the process by which special assessment districts are formed is outlined below.

WHAT IS A COMMUNITY BENEFIT DISTRICT ("CBD")?

A CBD is a special assessment district that provides for the levy and collection of assessments on properties within a geographically defined area. Assessment revenue collected from the benefitting properties pays the costs associated with the improvements, maintenance and activities provided to the CBD area. In San Francisco, the leg-

islation that allows for the establishment of a CBD is the California Streets and Highway Code Sections 36600 et seq. ("1994 Act") augmented by the San Francisco Business and Tax Regulations Code Article 15 Business Improvement Districts Procedure ("Article 15"). The 1994 Act allows for the levy of special assessments on both properties and/or businesses.

A CBD established under the 1994 Act may be administered by an owners' non-profit association. The owners' non-profit association administers or implements the activities and improvements specified in the management plan. The owners' non-profit association determines the needed improvements, maintenance and activities within the CBD boundaries, and how the assessment revenue collected is to be spent among the selected improvements, maintenance and activities. In San Francisco, the City's Board of Supervisors must authorize the formation and establishment of the CBD and the City to enter into a management contract with the owners' non-profit association and provide for the levy and collection of the annual assessments.

CBDs serve as highly successful funding mechanisms for district improvements, maintenance and activities. Some notable CBDs and Business Improvement Districts ("BID") include the Greater Union Square BID in San Francisco, the Hollywood Entertainment District BID in Los Angeles, and the Times Square BID in New York City. Neighborhood-based CBDs/BIDs in San Francisco exist in the Tenderloin, Civic Center, Noe Valley and Central Market, among other places. There are currently 14 CBDs/BIDs in operation in San Francisco.

THE BUSINESS IMPROVEMENT DISTRICTS PROCEDURE CODE

In 2004, the Board of Supervisors enacted The Business Improvement Districts Procedure Code, which added Article 15 to the San Francisco Business and Tax Regulations Code ("Article 15"). Article 15 augments the 1994 Act and provides for the following changes:

- Reduce the weighted percentage (from 50% to 30%) of petitions required from those that may be assessed, in order to initiate the formation of a CBD;
- Extend the potential term of a CBD to a maximum of 15 years (40 years if assessments are pledged to bonds); and
- Authorize the CBD to recover, through assessments, the costs incurred for formation.

ESTABLISHING A CBD

The 1994 Act as augmented by Article 15 provides the legal framework for establishing this CBD. As part of the formation proceedings, proponents prepare a Management Plan in accordance with Section 36622 of the 1994 Act. The Management Plan must contain, but is not limited to, the following required elements:

- A map, in sufficient detail to locate each assessed property within the proposed district;
- Name of the proposed district;
- Description of the boundaries, including the boundaries of any benefit zones;
- Improvements, maintenance, and activities proposed for each year of operation, along with the maximum cost;
- Annual amount to be expended, in each year of operation, for the proposed improvements, maintenance, and activities;
- Proposed source(s) of financing, including the basis and method of levying the assessments, and whether or not bonds will be issued;
- Time and manner of collecting the assessments;
- Specific number of years in which the assessments will be levied;

2.2 | YERBA BUENA CBD

- Proposed time for implementation and completion of the Management Plan;
- Rules and regulations applicable to the district;
- Listing of the properties to be assessed along with the parcel number and the method by which expenses will be imposed upon benefited real property in proportion to the benefit received.
- Total amount of all special benefits to be conferred upon the properties within district;
- Total amount of general benefits, if any;
- Any other item or matter required to be incorporated therein by the legislative body.

As required by Article XIID, §4(b), of the State Constitution a detailed engineer's report supporting all assessments contemplated by the Management Plan must also be generated. A copy of the Engineer's Report is attached as Appendix D.

CBD NAME DESIGNATION

The name designation of this proposed renewed and expanded district for the City of San Francisco's Yerba Buena neighborhood area is the Yerba Buena Community Benefit District ("YBCBD").

TIMELINE FOR IMPLEMENTATION AND COMPLETION OF THE YBCBD

The timeline in Table 1 provides for the renewal and expansion of the YBCBD and allows sufficient time to calculate and include the Fiscal Year 2015/16 assessments on the County's secured property tax roll. Given various considerations and time constraints, the proposed timeline for the establishment and implementation of the YBCBD is as follows on the next page.

TABLE 1: TIMELINE

TASK DESCRIPTION	ESTIMATED COMPLETION DATE
Present Draft Management District Plan	December 2014
Present Final Management District Plan, Boundary Map, Engineer's Report	January 2015
Gather Petitions in Support of YBCBD, Conduct Outreach, Receive Additional Feedback on Management District Plan	March 2015 – April 2015
Submit Petitions to Board of Supervisors	April 2015
Board of Supervisors Vote on Resolution of Intention to Establish District	April 2015
Ballot Packages Mailed	April 2015
Conduct Public Hearing, Tabulate Ballots, Board of Supervisors Vote on Resolution Establishing District	May 2015
Assessments Submitted to County for Billing	June 2015
Administration and District Operation Commences	July 2015

03



DESCRIPTION OF
IMPROVEMENTS,
MAINTENANCE
AND ACTIVITIES

Description of Improvements, Maintenance and Activities

The installation, implementation and maintenance of YBCBD improvements, maintenance and activities are provided throughout the YBCBD boundaries only, and are of direct and special benefit to the parcels within the YBCBD.

CLEANING AND STREETSCAPE IMPROVEMENT PROGRAM

The YBCBD plans to implement a comprehensive program that aims to ensure the maximum possible cleanliness of sidewalks, curbs, fixtures, landscaping, and buildings throughout the YBCBD boundaries. Through the utilization of managed services, the Cleaning and Streetscape Improvement Program will strive for a clean and litter-free area that significantly reduces graffiti or other signs of decay. The goal is for property owners, merchants and residents alike to maintain a sense of pride throughout the Yerba Buena area. Cleanliness is crucial to the growth of an aesthetically pleasing and vibrant community.

The YBCBD's Cleaning and Streetscape Improvement Program includes regular sidewalk and gutter sweeping, scheduled steam cleanings, power washing, refuse removal, graffiti removal, and streetscape improvements. Streetscape improvements are based upon, but not limited by, the Yerba Buena Street Life Plan ("YBSLP"), a roadmap for enhancing public spaces in the neighborhood. The YBCBD will also distribute small annual grants (through its Community Benefit Fund) to community organizations providing services in the YBCBD that support the YBCBD's mission.



The following cleaning and streetscape improvements will be carried out:

BENEFIT ZONE 1

- **Regular sidewalk and gutter sweeping** – 3 times per day or 21 times per week
- **Sidewalk steam cleaning** – 2 times per month or 24 times per year
- **Spot power washing** – As needed; assessed daily
- **Frequent trash removal (topping off)** – 3 times per day or 21 times per week
- **Graffiti removal** – Daily
- **Tree and plant maintenance**, including some weeding and removal of hazardous tree branches as needed – As needed
- **Beautification and streetscape improvements** – As determined with the continued implementation of the YBSLP

BENEFIT ZONE 2

- **Regular sidewalk and gutter sweeping** – 2 times per day or 14 times per week
- **Sidewalk steam cleaning** – once per month or 12 times per year
- **Spot power washing** – As needed; assessed daily
- **Frequent trash removal (topping off)** – 2 times per day or 14 times per week
- **Graffiti removal** – Daily
- **Tree and plant maintenance**, including some weeding and removal of hazardous tree branches as needed – As needed
- **Beautification and streetscape improvements** – As determined with the continued implementation of the YBSLP



SAFETY AND SECURITY PROGRAM

The YCBCD will work with residents, merchants, the San Francisco Police Department (SFPD) and community on a variety of safety programs and strategies to prevent crime and increase pedestrian safety throughout the YCBCD. The YCBCD will provide Community Guides to assist visitors, connect those in need with social services, and report cleaning and safety issues. The SFPD Bike Patrol Officer dedicated to the YCBCD will respond to nuisance issues and safety concerns. The YCBCD will also distribute small annual grants (through its Community Benefit Fund) to community organizations providing services in the YCBCD that support the YCBCD's mission.

BENEFIT ZONE 1

- **SFPD Bike Patrol Officer** – All areas to serve as a reassuring presence and a visible deterrent – Daily
- **Community Guides** – Provide assistance to persons or businesses in the YCBCD, including but not limited to monitoring public areas; directing visitors to local businesses; contacting the YCBCD dispatcher to have areas cleaned; reporting safety issues; and, interacting with merchants to share safety related information or learn about merchants' concerns related to street level activity – Daily



BENEFIT ZONE 2

- **SFPD Bike Patrol Officer** – All areas to serve as a reassuring presence and a visible deterrent – Daily
- **Community Guides** – Provide assistance to persons or businesses in the YCBCD, including but not limited to monitoring public areas; directing visitors to local businesses; contacting the YCBCD dispatcher to have areas cleaned; reporting safety issues; and, interacting with merchants to share safety related information or learn about merchant's concerns related to street level activity – Daily

BRANDING, ACTIVATION AND MARKETING PROGRAM

To promote the unique character of the Yerba Buena neighborhood, the YBCBD, as directed by the Marketing Committee, will implement a YBCBD Branding, Activation and Marketing Program.

The YBCBD Branding, Activation and Marketing Program will promote the YBCBD's properties and businesses through specially targeted programs and initiatives. In addition, these activities will contribute to the economic and social vitality of the area, and help with the recruitment and retention of businesses and other entities. YBCBD stakeholders view marketing activities as especially useful and necessary during a time of economic downturn, and to help the area stabilize itself and grow during prosperous economic times.

The YBCBD will also support the creation and production of special events that draw visitors into the YBCBD as a means of additional exposure. The YBCBD will program special events and conduct marketing activities in various parts of the YBCBD. The YBCBD marketing and promotion services will make sure new visitors, employees, patrons, and residents know about area attractions and will help them enjoy their experience in the YBCBD. The YBCBD plans to include other marketing initiatives as appropriate, and as budget resources allow.

In addition, the YBCBD will promote the YBCBD as a clean, safe and vibrant area for businesses, visitors and residents while supporting business growth. The YBCBD will also distribute small annual grants (through its Community Benefit Fund) to community organizations providing services in the YBCBD that support the improvement and activities of the YBCBD.

BENEFIT ZONE 1

- **Special events** – 3 times per year
- **Branding, Activation and Marketing** – As determined by the Marketing Committee
- Installation of **banners** highlighting the YBCBD

BENEFIT ZONE 2

- **Special events** – 3 times per year
- **Branding, Activation and Marketing** – As determined by the Marketing Committee
- Installation of **banners** highlighting the YBCBD

MANAGEMENT AND OPERATIONS

The YBCBD's effectiveness in forming and maintaining relationships with the community is a vital component to the success of the YBCBD. A strong community relations effort emphasizes the importance of positive relationships within the Yerba Buena area and encourages maximum community involvement. Active YBCBD management will also afford the opportunity to garner other material, grants and financial support for the Yerba Buena area.

Regular activities, initiatives and resources that support this task include, but are not limited to:

- A dedicated staff who will serve as focal point persons and advocate for the YBCBD
- Office expenses including accounting, rent, utilities, office supplies, insurance, legal, and other professional services related to YBCBD activities

CONTINUATION OF CITY SERVICES

The City and County of San Francisco may not use assessment funds to pay for baseline services providing general benefits to the district. The following table provides the existing baseline City services provided to the renewed and expanded YBCBD area.

TABLE 2: EXISTING SERVICES

(CONFIRMED BY THE YBCBD STEERING COMMITTEE THROUGH VARIOUS CONVERSATIONS WITH CITY DEPARTMENTS)

YBCBD SERVICE FREQUENCIES

AGENCY/ ENTITY	SERVICE	FREQUENCY
SF Police Department	Sector cars area patrol	1 to 2 officers on three shifts, 24 hours a day
	Homeless outreach officers	2 officers, Monday -- Thursday 6 AM to 4 PM. When available, SFPD runs a homeless outreach car on the midnight watch, from 9 PM to 7 AM.
	Foot beat	5 officers per day on Market Street foot beat
	Bike beat Plain-clothes officers	2 to 4 officers per day on bike 1 lieutenant, 2 sergeants, and 6 officers per day are dispatched to Southern station
San Francisco Public Works	Mechanical street sweeping	Market Street, Mission Street, and 3rd Street are swept 7 days/week. All blocks swept 5 days per week.
	Alleyway and side-street cleaning	1 to 3 days per week
	Gutter sweeping	Call 311 for service request
	Cleaning and repair of street furniture	As needed, call 311 for service request
	Graffiti removal on public property	As needed, call 311 for service request
	City-owned street trees	Pruning every 2 to 7 years for City-owned trees. For additional maintenance on City-owned street trees, call 311 for service request.
	Code enforcement Sidewalk repair and damage enforcement	As needed, call 311 for service request As needed, call 311 for service request

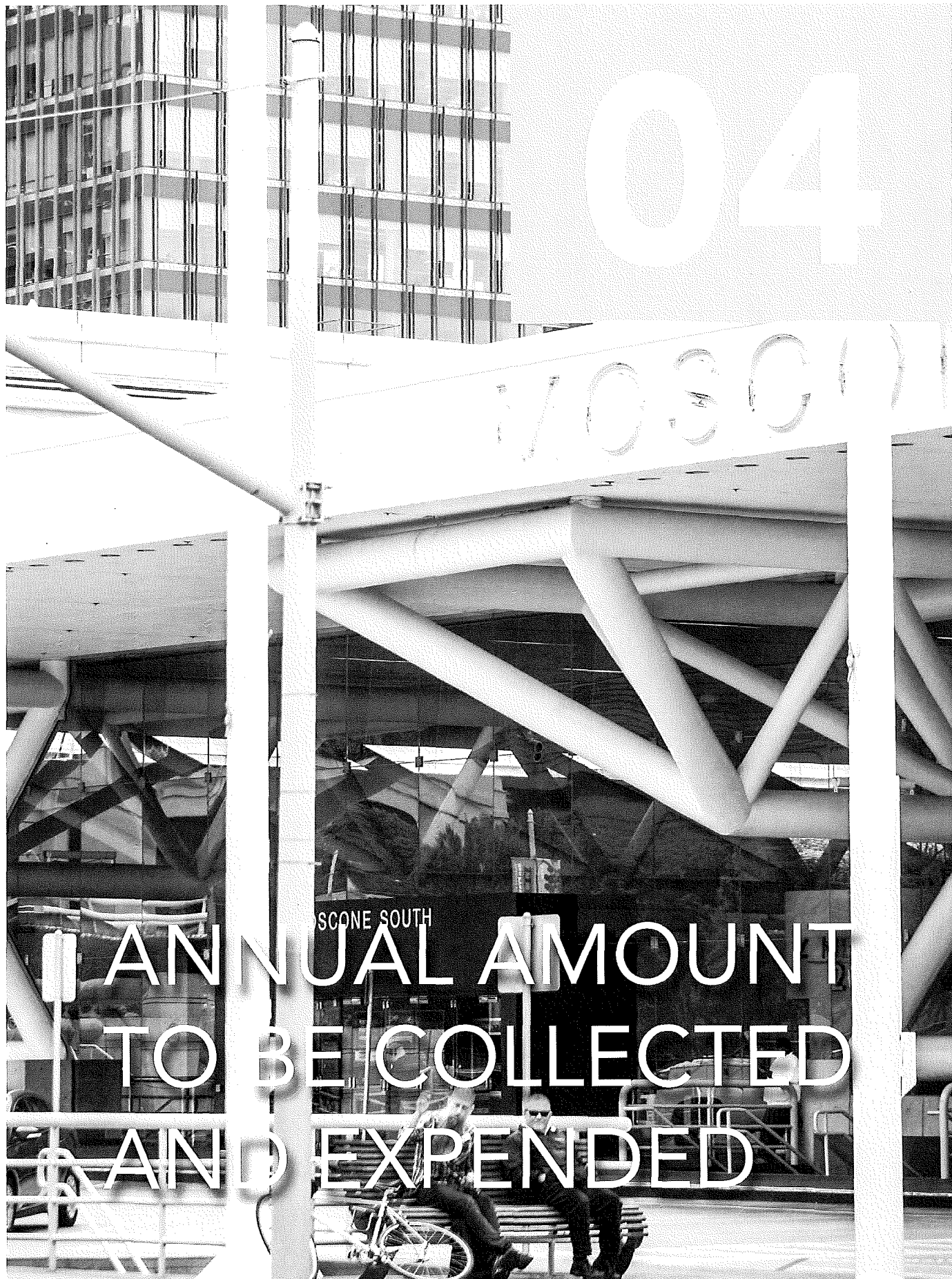
AGENCY/ ENTITY	SERVICE	FREQUENCY
San Francisco	Street light poles	Call 311 for service request
Metropolitan	Parking meters	Call 311 for service request
Transportation Agency	Traffic signal boxes	Call 311 for service request
Clear Channel Outdoor	Clean, service, and repair bus shelters	As needed, call 311 for service request
Recology	Empty public litter receptacles	2x per day, 7 days per week
US Postal Service	Cleaning, repair, and graffiti removal on Post Office boxes	As needed, call 311 for service request
San Francisco Power, Water, & Sewer	Maintenance and repair of street light bulbs	As needed, call 311 for service request
Various Operators	Communications utility boxes	As needed, call 311 for service request

04

WOSCO

SCONE SOUTH

ANNUAL AMOUNT
TO BE COLLECTED
AND EXPENDED



Annual Amount to be Collected & Expended

The maximum annual budget presented below represents the costs for providing the improvements, maintenance and activities within the YBCBD that are in addition to those services already provided by the City.

Within each budget, 3% of each budget line item shall be set aside annually for contingency/reserves. Furthermore, during any future year of operation, the owners' association for the YBCBD (the "YBCBD Management Corporation") may re-allocate funds from one budget category to another budget category. The annual re-allocation of budget category amounts shall not exceed or decrease more than 10% of the previous Fiscal Year's approved budget category amount.

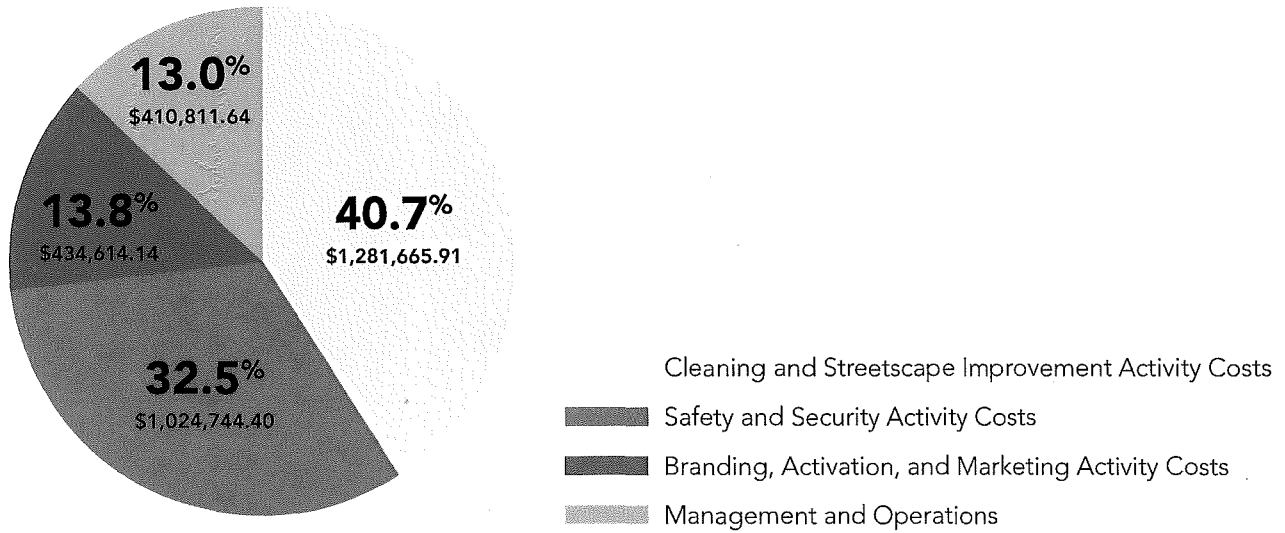
Each fiscal year beginning fiscal year 2016/17, total maximum assessment revenue may be subject to an annual increase of the assessment revenue of the prior fiscal year by a vote of the Board of Directors of the YBCBD Management Corporation. The maximum annual assessment revenue increase will reflect the annual change in the Consumer Price Index (CPI) for All Urban Consumers in San Francisco-Oakland-San Jose or 3%, whichever is less. If for any reason the percentage change is negative, the maximum allowable assessment would not be

decreased by reason of such negative percentage change and would remain at the amount as computed on the previous fiscal year regardless of any CPI adjustment. The annual assessment cannot exceed the actual costs to operate the YBCBD in any given year. Based upon a maximum possible annual assessment increase of 3%, beginning July 1, 2016, the total annual maximum assessment revenue each year for each of the 15 years is described in Table 5.

As a result of continued development, the District may experience an addition or subtraction of assessable footage for parcels included and assessed within the District boundaries. Modification of parcel improvements assessed within the District may change upwards or downwards depending upon the amount of total footage assessed for these parcels.

Pursuant to Government Code 53750, total footage for parcels will be assessed on a prorated basis from the date each respective parcel receives a temporary and/or permanent certificate of occupancy. As a result, a district's total maximum assessment likely will increase when parcels are developed. The total maximum assessment amount shall not exceed 5% of the previous year's assessment, and increases shall not require a vote as methodology and assessment rates do not change.

TABLE 3: 2015/16 MAXIMUM BUDGET



BUDGET DESCRIPTION	2015/16 MAXIMUM BUDGET AMOUNT	% OF TOTAL BUDGET
Cleaning and Streetscape Improvement Activity Costs	\$ 1,281,665.91	40.7%
Safety and Security Activity Costs	\$ 1,024,744.40	32.5%
Branding, Activation, and Marketing Activity Costs	\$ 434,614.14	13.8%
Management and Operations	\$ 410,811.64	13.0%
Total 2015/16 Maximum Budget	\$ 3,151,836.09	100.00%

TABLE 4: 2015/16 ANNUAL REVENUE

DESCRIPTION OF REVENUE SOURCE	2015/16 REVENUE AMOUNT	% OF TOTAL ANNUAL REVENUE
Assessment Revenue	\$2,991,722.82	94.92%
Other Revenue	160,113.27	5.08%
Total 2015/16 Annual Revenue	\$3,151,836.09	100.00%

4.2 | YERBA BUENA CBD

TABLE 5: 15 YEAR MAXIMUM ASSESSMENT REVENUE

YEAR	FISCAL YEAR	TOTAL MAXIMUM ANNUAL ASSESSMENT REVENUE BASED ON CURRENT DEVELOPMENT STATUS(1)	TOTAL MAXIMUM ANNUAL ASSESSMENT REVENUE WITH ESTIMATED FUTURE DEVELOPMENT(2)
1	2015/16	\$2,991,722.82	\$2,991,722.82
2	2016/17	\$3,081,474.50	\$3,235,548.23
3	2017/18	\$3,173,918.74	\$3,499,245.41
4	2018/19	\$3,269,136.30	\$3,784,433.91
5	2019/20	\$3,367,210.39	\$4,092,865.27
6	2020/21	\$3,468,226.70	\$4,426,433.79
7	2021/22	\$3,572,273.50	\$4,559,226.80
8	2022/23	\$3,679,441.70	\$4,696,003.61
9	2023/24	\$3,789,824.96	\$4,836,883.72
10	2024/25	\$3,903,519.70	\$4,981,990.23
11	2025/26	\$4,020,625.30	\$5,131,449.93
12	2026/27	\$4,141,244.05	\$5,285,393.43
13	2027/28	\$4,265,481.38	\$5,443,955.24
14	2028/29	\$4,393,445.82	\$5,607,273.89
15	2029/30	\$4,525,249.19	\$5,775,492.11
Total		\$55,642,795.04	\$68,347,918.38

(1) Based upon no future development and a maximum annual assessment increase of 3%.

(2) Based upon a 5% estimated increase in special benefit points through 2020/21 as a result of future development and a maximum annual assessment increase of 3%.



05

METHOD OF
ASSESSMENT

Method of Assessment

SOURCE(S) OF FINANCING

The levy and collection of annual assessments upon property within the YBCBD provides the primary funding source for the improvements, maintenance and activities previously outlined. The YBCBD Management Corporation will generate additional funds from sources other than annual assessments on properties within the YBCBD. These funds may include grants, donations, fees for service contracts and in-kind donations.

The YBCBD will not issue bonds to fund any of the improvements, maintenance and activities provided by the YBCBD.

BASIS OF ASSESSMENT

The benefits provided to real property within the YBCBD relate to the improvements, maintenance and activities carried out by the YBCBD Management Corporation and more fully described in the "Description of the Improvements, Services and Activities" section of this Management Plan.

GENERAL BENEFIT ASSIGNMENT IS 5.08%

General benefit is a benefit to the public at large resulting from the installation, implementation and maintenance of YBCBD improvements, maintenance and activities. The amount of general benefit that is provided from the YBCBD improvements, maintenance and activities cannot be funded by assessments within the YBCBD. Utilizing neighborhood demographic information and patron travel mode surveys and trip purposes, the pedestrian traffic that may utilize the YBCBD sidewalks to pass-through and access adjacent neighborhoods was calculated. It was determined that of the total surrounding neighborhood population, 5.08% of the population using the YBCBD sidewalks were engaged in general benefit activities. Accordingly, 94.92% of the benefits from the YBCBD improvements, maintenance and activities are considered to provide special benefits to the properties within the YBCBD and thus could be subject to assessment therein. Please see the Yerba Buena Community Benefit District Engineer's Report ("Engineer's Report") for a more detailed discussion of the calculation of the general benefit.

SPECIAL BENEFIT POINT ASSIGNMENT

The method of apportioning benefit to parcels within the YBCBD reflects the proportional special benefit assigned to each property from the YBCBD improvements, maintenance and activities based upon the various property characteristics for each parcel as compared to other properties within the YBCBD. Given that the special benefits provided by the YBCBD improvements, maintenance and activities focus on aesthetic benefit, safety benefit and economic activity benefit, it was determined that linear street frontage, building square footage and land use are the most appropriate parcel factors. Each parcel's linear street frontage, building square footage and land use have been used as the primary assessment variables for the calculation and assignment of parcel factors. Please see the Engineer's Report for a more detailed discussion of the calculation of the special benefit.

LAND USE

Properties in the YBCBD are assigned land use categories, as outlined below, and may be reassigned if the property's land use changes.

Non-Residential Property – Hotels, Retail, Office

Non-Residential Property-Hotels, Retail, Office consist of parcels owned or leased by an entity for profit-making purposes used for commercial purposes such as hotel, retail, restaurant, commercial parking lots and garages, or office property. This property land use category does not include properties identified as Non-Residential Property-Convention Center, Museum, and Cultural properties.

Non-Residential Property–Convention Center, Museum, and Cultural

Convention Center, Museum, and Cultural consists of parcels owned or leased for purposes related to convention centers, museums, and cultural institutions. Non-Residential Property-Convention Center, Museum, Cultural land use also includes those parcels owned or leased for museum and cultural institution operations.

Non-Profit Property

Non-Profit Property consists of parcels owned or used as follows:

- Parcels owned by non-profit entities approved under section 501(c) of the Internal Revenue Service code.
- Parcels that are occupied (80% or more of building square footage) by one or more 501(c) non-profit corporations, as tenants and/or subtenants.
- Parcels that are occupied (80% or more of building square footage) by activities that receive a welfare tax exemption or by an affordable housing development regulated by covenants or regulatory agreements with a public agency.
- This land use category does not include the District museum and cultural institution parcels previously identified in the Non-Residential Property-Convention Center, Museum, Cultural land use category.

Public Property

Public Property consists of parcels owned or used as follows:

- Parcels owned by a government entity; for example, police stations, schools, and government-owned office buildings.
- Parcels that are occupied (80% or more of building square footage) by one or more public entities, as tenants and/or subtenants.
- Public Property does not include for profit parking lots and garages owned by governmental entities and used for profit-making purposes.

Residential Property

Residential Property consists of single-family dwellings, duplexes, triplexes, condominiums, and apartment units used exclusively for residential purposes.

TABLE 6: BENEFIT POINTS

PROPERTY LAND USE	CLEANING AND GREENING BENEFIT POINTS	SAFETY AND SECURITY BENEFIT POINTS	MARKETING BENEFIT POINTS	TOTAL BENEFIT POINTS
Non-Residential Property-Hotels, Retail, Office	1.00	1.00	2.00	4.00
Non-Residential Property-Convention Center, Museum, Cultural	1.00	1.00	1.50	3.50
Residential Property	1.20	1.20	1.00	3.40
Non-Profit / Public Property	0.20	0.20	0.50	0.90
Undeveloped Property	0.20	0.20	0.25	0.65

BENEFIT ZONE

YBCBD intends to provide two varying levels of service. These service levels are not uniform throughout the YBCBD, but are uniform throughout each zone of benefit. The YBCBD Management Corporation will provide a base level of service throughout the YBCBD. The Benefit Zone 2 level of service will equal this base level, and is consistent throughout the boundaries of Benefit Zone 2. Benefit Zone 1 will receive a level of service that is approximately a 50% increase above the base level when compared to Benefit Zone 2. Therefore, to account for this increased level of service Benefit Zone 1 is assigned a zone factor of 1.50 points while Benefit Zone 2 is assigned a zone factor of 1.00 point.

TABLE 7: BENEFIT ZONE

BENEFIT ZONE	ZONE FACTOR
Benefit Zone 1	1.50
Benefit Zone 2	1.00

LINEAR FACTOR

Given the linear nature of the cleaning and public safety improvements, maintenance and activities, each parcel within the YBCBD is assigned a linear factor that is equal to the parcel's linear street frontage that receives ongoing YBCBD cleaning and public safety improvements, maintenance and activities.

$$\text{Linear Factor} = \text{Parcel's Assigned Linear Street Frontage}$$

BUILDING FACTOR

Buildings in the YBCBD range from single-story structures to large multi-story structures. In order to create a factor to account for the many variations in the buildings, the minimum lot size for the area was considered. In the Yerba Buena area, the majority of the buildings within the YBCBD cover the entire footprint of the lot. Utilizing the minimum square footage of 2,500 prescribed by the City of San Francisco Planning Code Section 121(e)(2) for most lots in zoning use districts other than RH-1(D), a building factor is calculated for each parcel based on the assigned building square footage for the parcel divided by 2,500:

$$\text{Building Factor} = \text{Parcel's Assigned Building Square Footage} / 2,500$$

TOTAL SPECIAL BENEFIT POINTS CALCULATION

The formula below shows the total special benefit points calculation for each land use category within the YBCBD:

TABLE 8: TOTAL SPECIAL BENEFIT POINTS

PARCEL'S TOTAL SPECIAL	=	(LINEAR FACTOR + BUILDING FACTOR) X ZONE FACTOR	X	TOTAL BENEFIT POINTS ASSIGNMENT
Non-Residential Property-Hotels, Retail, Office	=	(Linear Factor + Building Factor) x Zone Factor	X	4.00
Non-Residential Property-Convention Center, Museum, Cultural	=	(Linear Factor + Building Factor) x Zone Factor	X	3.50
Residential Property	=	(Linear Factor + Building Factor) x Zone Factor	X	3.40
Non-Profit / Public Property	=	(Linear Factor + Building Factor) x Zone Factor	X	0.90
Undeveloped Property	=	(Linear Factor + Building Factor) x Zone Factor	X	0.65

ASSESSMENT CALCULATION

The method of assessment is discussed in detail in the Engineer's Report and is summarized below:

Total Cost Estimate to be levied in 2015/16 / Total Special Benefit Points = Assessment Rate per Special Benefit Point

\$2,991,722.82 / 318,947.005 = \$9.38

Parcel's Assessment = \$9.38 x Parcel's Total Benefit Points

NUMBER OF YEARS ASSESSMENTS WILL BE LEVIED

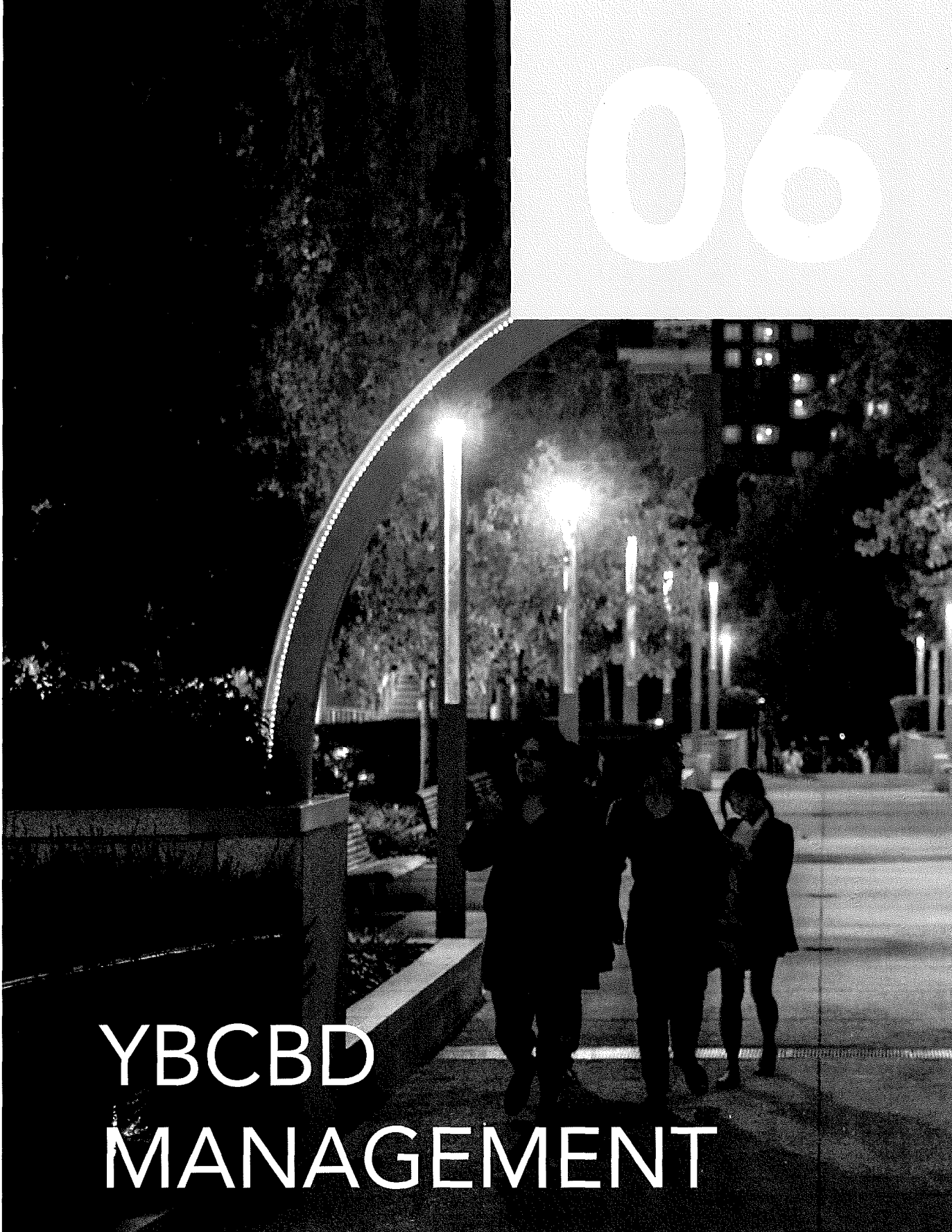
The proposed term for the YBCBD is set at 15 years. The City will levy assessments beginning Fiscal Year 2015/16 up through and including Fiscal Year 2029/30. Expenditure of collected assessments may continue for up to six months after June 30, 2030 if the district is not renewed. In order to authorize the levy and collection of assessments after Fiscal Year 2029/30, the YBCBD will need to go through the renewal process pursuant to the 1994 Act as augmented by Article 15.

TIME AND MANNER OF COLLECTING ASSESSMENTS

Each property owner pays a share of the cost of the YBCBD, based on an assessment formula. The payment is collected twice yearly, through the property tax bill. The YBCBD assessment, including the collection and enforcement of any delinquent assessment and imposition of interest and penalties per City and County of San Francisco Business and Tax Regulations Code Article 6, and related law as it may be amended from time to time, will be collected and enforced by the Treasurer and Tax Collector of the City. The Treasurer and Tax Collector shall transfer the assessment payments to the YBCBD Management Corporation for the funding of improvements, maintenance, and activities described in this Management Plan.

ASSESSOR'S PARCEL LISTING

Appendix B of this Management Plan provides a listing of all of the Assessor's Parcels, including the Assessor's Parcel number, Site Address, Benefit Zone, Assessment Percentage, and 2015/16 Assessment subject to the YBCBD annual assessment.



06

YBCBD
MANAGEMENT

YBCBD Management

BOARD OF DIRECTORS COMPOSITION — YBCBD MANAGEMENT CORPORATION

The YBCBD Management Corporation, a non-profit organization, will administer the YBCBD. Recognizing the diversity in the Yerba Buena neighborhood, the YBCBD will be governed by a Board of Directors comprised of members to ensure representation from all stakeholders and areas of the YBCBD. The Board of Directors will have a maximum of 28 members; up to 40% will be community organizations, government or education institutions, non-profit arts, residents, or commercial merchants that do not own property within the YBCBD (at least 20% of YBCBD Management Corporation voting Board members must own businesses located within the YBCBD boundaries, but not own or have an ownership interest in commercial property within the YBCBD boundaries, per San Francisco Business and Tax Regulations Code Section 1511 (h); these business owners who do not own commercial property in the CBD area will fill seats from the non-profit arts and commercial property use categories).

Seats will be determined using the following guidelines:

- 14% – At Large (members will come from any listed category below)
- 14% – Community Organizations (e.g., SOMACC, TODCO, SPUR, etc.)
- 14% – Government or Education Institutions (e.g., City College, Moscone Center, etc.)
- 14% – Non-Profit Arts (1 property owner, 1 tenant, 1 large entity, 1 small entity)
- 14% – Residents (Up to 2 residential, condo owners and 2 residential, other tenants)
- 30% – Commercial (Up to 2 hotels, 2 retail, 1 restaurant, 1 office building, 1 service business, 1 at large)

The Board of Directors will be governed by the bylaws of the YBCBD Management Corporation, as amended from time to time. A copy of the bylaws is attached as Appendix D.

PUBLIC ACCESS

The YBCBD Management Corporation is required to comply with specified state open meeting and public records laws, the Ralph M. Brown Act, commencing with Section 54950 of the Government Code, and the California Public Records Act, commencing with Section 6250 of the Government Code. Ralph M. Brown Act compliance is required when YBCBD business is heard, discussed, or deliberated, and the California Public Records Act compliance is required for all documents relating to YBCBD business.

YBCBD OPERATIONS MANAGEMENT

The powers and responsibilities for the YBCBD Management Corporation are as follows:

- Review improvements, services, and activities provided and establish priorities for the upcoming Fiscal Year
- Implement the improvements, maintenance, and activities specified in the Management Plan by determining levels of improvements, maintenance, and activities
- Submit annual reports to the San Francisco Board of Supervisors
- Coordinate with City staff regarding operational issues of the YBCBD
- Hold meetings no less frequently than once per year

STAFFING

The YBCBD Management Corporation may hire paid staff and sub-contractors, or provide funds to grantees to implement the improvements, maintenance and activities as outlined in this Management Plan.

BUDGET MANAGEMENT

The YBCBD Management Corporation may reallocate funding within the budget categories, not to exceed 10% of the annual budgeted amount for the category, consistent with the Management Plan.

RULES AND REGULATIONS

The YBCBD Management Corporation will establish rules and regulations to be employed in its administration of the YBCBD.

Each year, the YBCBD Management Corporation shall prepare a report for each Fiscal Year, except the first year, for which assessments are levied and collected to pay the costs of the improvements, maintenance and activities described in the report. The first report shall be due after the first year of operation of the YBCBD. The YBCBD Management Corporation must file each report with the Clerk of the San Francisco Board of Supervisors; each report shall contain or provide, but not be limited to the following:

- A reference to the YBCBD by name
- The Fiscal Year to which the annual report applies
- Any proposed changes in the boundaries, benefit zones or classification of property of the YBCBD
- The improvements, maintenance and activities to be provided for that Fiscal Year

- An estimate of the cost of providing the improvements, maintenance, and activities for that Fiscal Year
- Any proposed changes to the basis and method of levying the assessments
- The method and basis of levying the assessment in sufficient detail to allow each real property owner to estimate the amount of the assessment to be levied against his or her property for that Fiscal Year
- The amount of any surplus or deficit revenues to be carried over from a previous Fiscal Year
- The amount of any contributions to be made from sources other than assessments levied

The San Francisco Board of Supervisors may approve the annual report filed by the YBCBD Management Corporation, or the Board of Supervisors may modify any particulars contained in the report, and then approve it as modified. Any modification to the annual report shall be made pursuant to Sections 36635 and 36636 of the 1994 Act. However, the Board of Supervisors cannot approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments.

ADDITIONAL MATTERS

Yerba Buena area stakeholders formed the YBCBD after considerable outreach and careful research, based on information and sources deemed to be reliable. If a property owner thinks an assessment on the property owner's property has been calculated or applied in error, he or she must first contact the YBCBD Management Corporation to correct the property information used to calculate the assessment. If the property owner is not satisfied with the response, then he or she may request an assessment recalculation from the City and County of San Francisco's Office of Economic and Workforce Development and other City agencies as needed per the assessment formula included in the Management Plan.

DISESTABLISHMENT

Each year that the YBCBD is in existence, there will be a 30-day period during which the property owners will have the opportunity to request disestablishment of the YBCBD. This 30-day period begins each year on the anniversary of the date the San Francisco Board of Supervisors established the YBCBD. Within that 30-day period if a written petition is submitted by the owners of real property who pay 50% or more of the assessments levied, the YBCBD may be disestablished by the Board of Supervisors.

The Board of Supervisors, by a majority vote (6 or more members) may disestablish the YBCBD at any time if it finds there has been misappropriation of funds, malfeasance, or violation of law in connection with the management of the District.

The Board of Supervisors by a supermajority vote (eight or more) may disestablish the YBCBD for any reason.

All outstanding obligations, finances, leases, or other similar obligations of the City, payable from or secured by assessments levied within YBCBD must be paid prior to disestablishment of the YBCBD.



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APPENDICES

APPENDIX A – BOUNDARY MAP



Union Square BID parcels
(Not in Yerba Buena CBD)

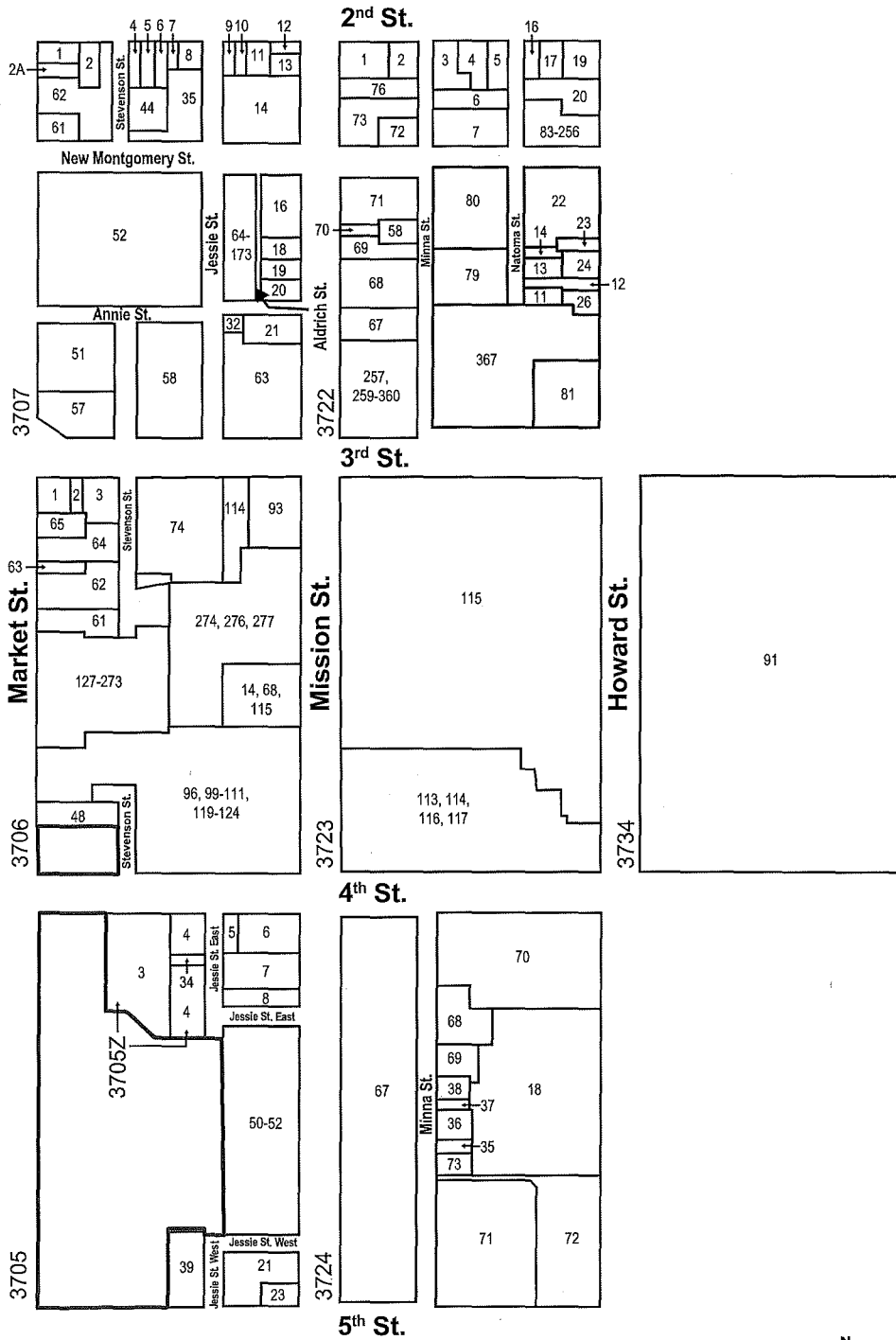
Benefit Zone 1

Benefit Zone 2

ZONE 1 PARCELS

Benefit Zone 1

Surrounding Zone Boundaries
(Not in Benefit Zone 1)

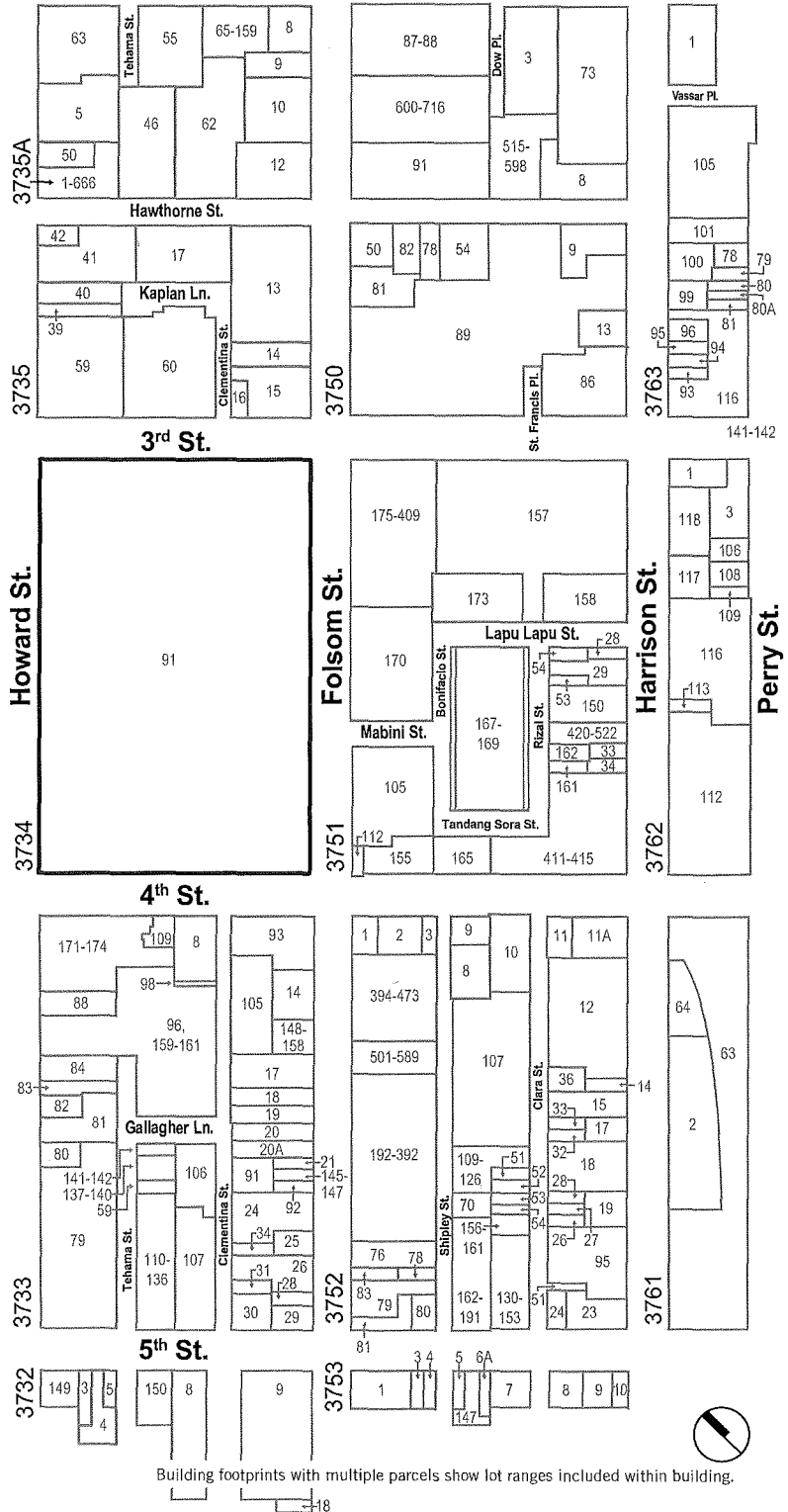


Building footprints with multiple parcels show lot ranges included within building.

ZONE 2 PARCELS

Benefit Zone 2

Surrounding Zone Boundaries
(Not in Benefit Zone 2)



APPENDIX B – ASSESSOR’S PARCEL LISTING

Yerba Buena Community Benefit District
 Assessor's Parcel Listing - FY16

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
1	3705 -004	54-68 4TH ST	\$ 9,405.51	0.3144%
1	3705 -005	70-74 4TH ST	\$ 6,050.10	0.2022%
1	3705 -006	84 4TH ST	\$ 3,031.91	0.1013%
1	3705 -007	814 MISSION ST	\$ 9,766.27	0.3264%
1	3705 -008	816-818 MISSION ST	\$ 13,867.95	0.4635%
1	3705 -021	67-81 5TH ST	\$ 25,983.35	0.8685%
1	3705 -023	85-99 5TH ST	\$ 8,138.09	0.2720%
1	3705 -034	308-312 JESSIE ST	\$ 1,539.26	0.0515%
1	3705 -039	360 JESSIE ST	\$ 16,454.02	0.5500%
1	3705 -050	845 MARKET ST	\$ 19,402.02	0.6485%
1	3705 -051	845 MARKET ST	\$ 25,067.17	0.8379%
1	3705 -052	845 MARKET ST	\$ 23,188.54	0.7751%
1	3705Z-003	22 4TH ST	\$ 13,246.06	0.4428%
1	3705Z-004	22 4TH ST	\$ 8,442.00	0.2822%
1	3706 -001	26 3RD ST	\$ 10,523.23	0.3517%
1	3706 -002	28 3RD ST	\$ 1,407.00	0.0470%
1	3706 -003	32 3RD ST	\$ 10,357.77	0.3462%
1	3706 -014	766 MISSION ST	\$ 351.40	0.0117%
1	3706 -048	785 MARKET ST	\$ 7,744.24	0.2589%
1	3706 -061	735 MARKET ST	\$ 7,525.76	0.2516%
1	3706 -062	725-731 MARKET ST	\$ 11,941.49	0.3992%
1	3706 -063	721 MARKET ST	\$ 1,556.70	0.0520%
1	3706 -064	715-719 MARKET ST	\$ 9,553.53	0.3193%
1	3706 -065	711 MARKET ST	\$ 3,039.12	0.1016%
1	3706 -068	748 MISSION ST	\$ 1,542.10	0.0515%
1	3706 -074	50 3RD ST	\$ 38,045.28	1.2717%
1	3706 -093	700 MISSION ST	\$ 16,537.15	0.5528%
1	3706 -096	55 FOURTH ST	\$ 88,199.88	2.9481%
1	3706 -099	765 MARKET ST	\$ 27.01	0.0009%
1	3706 -103	765 MARKET ST	\$ 224.56	0.0075%
1	3706 -104	765 MARKET ST	\$ 118.19	0.0040%
1	3706 -105	765 MARKET ST	\$ 15.20	0.0005%
1	3706 -106	765 MARKET ST	\$ 51.21	0.0017%
1	3706 -107		\$ 5.63	0.0002%
1	3706 -108	765 MARKET ST	\$ 28.70	0.0010%
1	3706 -109	765 MARKET ST	\$ 9.57	0.0003%
1	3706 -114	THIRD ST	\$ 3,098.55	0.1036%
1	3706 -119	NO SITE ADDRESS	\$ 71.48	0.0024%
1	3706 -121	NO SITE ADDRESS	\$ 497.52	0.0166%
1	3706 -122	NO SITE ADDRESS	\$ 33.21	0.0011%
1	3706 -123	NO SITE ADDRESS	\$ 2.81	0.0001%
1	3706 -127	765 MARKET ST #022A	\$ 94.77	0.0032%
1	3706 -128	765 MARKET ST #022B	\$ 57.93	0.0019%
1	3706 -129	765 MARKET ST #022C	\$ 57.45	0.0019%
1	3706 -130	765 MARKET ST #022D	\$ 91.42	0.0031%
1	3706 -131	765 MARKET ST #022E	\$ 72.76	0.0024%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
1	3706 -132	765 MARKET ST #022F	\$ 87.11	0.0029%
1	3706 -133	765 MARKET ST #022G	\$ 76.59	0.0026%
1	3706 -134	765 MARKET ST #022H	\$ 69.41	0.0023%
1	3706 -135	765 MARKET ST #023A	\$ 95.24	0.0032%
1	3706 -136	765 MARKET ST #023B	\$ 57.93	0.0019%
1	3706 -137	765 MARKET ST #023C	\$ 57.45	0.0019%
1	3706 -138	765 MARKET ST #023D	\$ 90.94	0.0030%
1	3706 -139	765 MARKET ST #023E	\$ 69.89	0.0023%
1	3706 -140	765 MARKET ST #023F	\$ 91.42	0.0031%
1	3706 -141	765 MARKET ST #023G	\$ 76.11	0.0025%
1	3706 -142	765 MARKET ST #023H	\$ 66.06	0.0022%
1	3706 -143	765 MARKET ST #024A	\$ 93.33	0.0031%
1	3706 -144	765 MARKET ST #024B	\$ 57.93	0.0019%
1	3706 -145	765 MARKET ST #024C	\$ 60.32	0.0020%
1	3706 -146	765 MARKET ST #024D	\$ 90.94	0.0030%
1	3706 -147	765 MARKET ST #024E	\$ 69.89	0.0023%
1	3706 -148	765 MARKET ST #024F	\$ 91.42	0.0031%
1	3706 -149	765 MARKET ST #024G	\$ 75.63	0.0025%
1	3706 -150	765 MARKET ST #024H	\$ 75.63	0.0025%
1	3706 -151	765 MARKET ST #025A	\$ 105.77	0.0035%
1	3706 -152	765 MARKET ST #025B	\$ 61.28	0.0020%
1	3706 -153	765 MARKET ST #025C	\$ 60.32	0.0020%
1	3706 -154	765 MARKET ST #025D	\$ 91.42	0.0031%
1	3706 -155	765 MARKET ST #025E	\$ 69.89	0.0023%
1	3706 -156	765 MARKET ST #025F	\$ 91.42	0.0031%
1	3706 -157	765 MARKET ST #025G	\$ 75.63	0.0025%
1	3706 -158	765 MARKET ST #25H	\$ 69.41	0.0023%
1	3706 -159	765 MARKET ST #026A	\$ 105.77	0.0035%
1	3706 -160	765 MARKET ST #026B	\$ 61.28	0.0020%
1	3706 -161	765 MARKET ST #026C	\$ 60.32	0.0020%
1	3706 -162	765 MARKET ST #026D	\$ 91.42	0.0031%
1	3706 -163	765 MARKET ST #026E	\$ 69.89	0.0023%
1	3706 -164	765 MARKET ST #026F	\$ 91.42	0.0031%
1	3706 -165	765 MARKET ST #026G	\$ 75.63	0.0025%
1	3706 -166	765 MARKET ST #26H	\$ 68.93	0.0023%
1	3706 -167	765 MARKET ST #027A	\$ 105.77	0.0035%
1	3706 -168	765 MARKET ST #027B	\$ 61.28	0.0020%
1	3706 -169	765 MARKET ST #027D	\$ 60.32	0.0020%
1	3706 -170	765 MARKET ST #027D	\$ 91.90	0.0031%
1	3706 -171	765 MARKET ST #027E	\$ 69.89	0.0023%
1	3706 -172	765 MARKET ST #027F	\$ 91.42	0.0031%
1	3706 -173	765 MARKET ST #027G	\$ 76.11	0.0025%
1	3706 -174	765 MARKET ST #27H	\$ 69.89	0.0023%
1	3706 -175	765 MARKET ST #028A	\$ 105.77	0.0035%
1	3706 -176	765 MARKET ST #028B	\$ 61.28	0.0020%
1	3706 -177	765 MARKET ST #028C	\$ 60.32	0.0020%
1	3706 -178	765 MARKET ST #028D	\$ 91.42	0.0031%
1	3706 -179	765 MARKET ST #028E	\$ 69.89	0.0023%
1	3706 -180	765 MARKET ST #028F	\$ 91.42	0.0031%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
1	3706 -181	765 MARKET ST #028G	\$ 75.63	0.0025%
1	3706 -182	765 MARKET ST #28H	\$ 68.93	0.0023%
1	3706 -183	765 MARKET ST #029A	\$ 105.77	0.0035%
1	3706 -184	765 MARKET ST #029B	\$ 61.28	0.0020%
1	3706 -185	765 MARKET ST #029C	\$ 60.32	0.0020%
1	3706 -186	765 MARKET ST #029D	\$ 91.42	0.0031%
1	3706 -187	765 MARKET ST #029E	\$ 69.89	0.0023%
1	3706 -188	765 MARKET ST #029F	\$ 91.42	0.0031%
1	3706 -189	765 MARKET ST #029G	\$ 75.63	0.0025%
1	3706 -190	765 MARKET ST #29H	\$ 69.41	0.0023%
1	3706 -191	765 MARKET ST #030A	\$ 105.77	0.0035%
1	3706 -192	765 MARKET ST #030B	\$ 61.28	0.0020%
1	3706 -193	765 MARKET ST #030C	\$ 60.32	0.0020%
1	3706 -194	765 MARKET ST #030D	\$ 91.42	0.0031%
1	3706 -195	765 MARKET ST #030E	\$ 69.89	0.0023%
1	3706 -196	765 MARKET ST #030F	\$ 91.42	0.0031%
1	3706 -197	765 MARKET ST #030G	\$ 75.63	0.0025%
1	3706 -198	765 MARKET ST #30H	\$ 68.93	0.0023%
1	3706 -199	765 MARKET ST #031A	\$ 124.90	0.0042%
1	3706 -200	765 MARKET ST #031CD	\$ 60.32	0.0020%
1	3706 -201	765 MARKET ST #031CD	\$ 91.90	0.0031%
1	3706 -202	765 MARKET ST #031E	\$ 69.89	0.0023%
1	3706 -203	765 MARKET ST #031F	\$ 91.42	0.0031%
1	3706 -204	765 MARKET ST #031G	\$ 75.63	0.0025%
1	3706 -205	765 MARKET ST #31H	\$ 69.41	0.0023%
1	3706 -206	765 MARKET ST #032A	\$ 124.43	0.0042%
1	3706 -207	765 MARKET ST #032C	\$ 60.32	0.0020%
1	3706 -208	765 MARKET ST #032D	\$ 91.42	0.0031%
1	3706 -209	765 MARKET ST #032E	\$ 69.89	0.0023%
1	3706 -210	765 MARKET ST #032F	\$ 91.42	0.0031%
1	3706 -211	765 MARKET ST #032G	\$ 75.63	0.0025%
1	3706 -212	765 MARKET ST #32H	\$ 69.41	0.0023%
1	3706 -213	765 MARKET ST #033A	\$ 125.38	0.0042%
1	3706 -214	765 MARKET ST #033C	\$ 60.32	0.0020%
1	3706 -215	765 MARKET ST #033D	\$ 90.94	0.0030%
1	3706 -216	765 MARKET ST #033E	\$ 69.89	0.0023%
1	3706 -217	765 MARKET ST #033F	\$ 91.42	0.0031%
1	3706 -218	765 MARKET ST #033G	\$ 75.63	0.0025%
1	3706 -219	765 MARKET ST #33H	\$ 69.41	0.0023%
1	3706 -220	765 MARKET ST #034A	\$ 125.38	0.0042%
1	3706 -221	765 MARKET ST #034C	\$ 60.32	0.0020%
1	3706 -222	765 MARKET ST #034D	\$ 91.90	0.0031%
1	3706 -223	765 MARKET ST #034E	\$ 69.89	0.0023%
1	3706 -224	765 MARKET ST #034F	\$ 91.42	0.0031%
1	3706 -225	765 MARKET ST #034G	\$ 75.63	0.0025%
1	3706 -226	765 MARKET ST #34H	\$ 69.41	0.0023%
1	3706 -227	765 MARKET ST #035A	\$ 125.86	0.0042%
1	3706 -228	765 MARKET ST #035C	\$ 60.32	0.0020%
1	3706 -229	765 MARKET ST #035D	\$ 91.42	0.0031%

A.8 | YERBA BUENA CBD

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
1	3706 -230	765 MARKET ST #035E	\$ 94.77	0.0032%
1	3706 -231	765 MARKET ST #035F	\$ 91.42	0.0031%
1	3706 -232	765 MARKET ST #035G	\$ 75.63	0.0025%
1	3706 -233	765 MARKET ST #35H	\$ 69.41	0.0023%
1	3706 -234	765 MARKET ST #036A	\$ 125.38	0.0042%
1	3706 -235	765 MARKET ST #036C	\$ 60.32	0.0020%
1	3706 -236	765 MARKET ST #036D	\$ 91.90	0.0031%
1	3706 -237	765 MARKET ST #036E	\$ 69.89	0.0023%
1	3706 -238	765 MARKET ST #036F	\$ 91.42	0.0031%
1	3706 -239	765 MARKET ST #036G	\$ 75.63	0.0025%
1	3706 -240	765 MARKET ST #36H	\$ 69.41	0.0023%
1	3706 -241	765 MARKET ST #37A	\$ 125.38	0.0042%
1	3706 -242	765 MARKET ST #037CD	\$ 60.32	0.0020%
1	3706 -243	765 MARKET ST #037CD	\$ 91.90	0.0031%
1	3706 -244	765 MARKET ST #037E	\$ 69.89	0.0023%
1	3706 -245	765 MARKET ST #037F	\$ 91.42	0.0031%
1	3706 -246	765 MARKET ST #037G	\$ 94.77	0.0032%
1	3706 -247	765 MARKET ST #37H	\$ 69.41	0.0023%
1	3706 -248	765 MARKET ST #PH1A	\$ 125.38	0.0042%
1	3706 -249	765 MARKET ST #PH1C&	\$ 60.32	0.0020%
1	3706 -250	765 MARKET ST #PH1C&	\$ 91.90	0.0031%
1	3706 -251	765 MARKET ST #PH1E	\$ 69.89	0.0023%
1	3706 -252	765 MARKET ST #PH1F	\$ 94.77	0.0032%
1	3706 -253	765 MARKET ST #PH1G	\$ 94.77	0.0032%
1	3706 -254	765 MARKET ST #PH1H	\$ 69.41	0.0023%
1	3706 -255	765 MARKET ST #PH2A	\$ 125.38	0.0042%
1	3706 -256	765 MARKET ST #PH2C	\$ 125.38	0.0042%
1	3706 -257	765 MARKET ST #PH2D	\$ 91.90	0.0031%
1	3706 -258	765 MARKET ST #PH2E	\$ 69.89	0.0023%
1	3706 -259	765 MARKET ST #PH2F	\$ 91.42	0.0031%
1	3706 -260	765 MARKET ST #PH2G	\$ 75.63	0.0025%
1	3706 -261	765 MARKET ST #PH2H	\$ 69.41	0.0023%
1	3706 -262	765 MARKET ST #PH3A	\$ 125.38	0.0042%
1	3706 -263	765 MARKET ST #PH3B	\$ 109.12	0.0036%
1	3706 -264	765 MARKET ST #PH3C	\$ 119.64	0.0040%
1	3706 -265	765 MARKET ST #PH3D	\$ 146.91	0.0049%
1	3706 -266	765 MARKET ST #PH3E	\$ 109.60	0.0037%
1	3706 -267	765 MARKET ST #GPHA	\$ 94.77	0.0032%
1	3706 -268	765 MARKET ST #PHGPH	\$ 109.60	0.0037%
1	3706 -269	NO SITE ADDRESS	\$ 49.58	0.0017%
1	3706 -270	757 MARKET ST	\$ 20,632.36	0.6896%
1	3706 -271	NO SITE ADDRESS	\$ 6,700.81	0.2240%
1	3706 -272	765 MARKET ST	\$ 49.58	0.0017%
1	3706 -273	747 MARKET ST	\$ 49.58	0.0017%
1	3706 -274	735 MISSION ST	\$ 663.87	0.0222%
1	3706 -276	736 MISSION ST	\$ 6,515.31	0.2178%
1	3706 -277	736 MISSION ST	\$ 7,784.31	0.2602%
1	3707 -001	601-605 MARKET ST	\$ 9,006.49	0.3010%
1	3707 -002	20-28 2ND ST	\$ 3,086.96	0.1032%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
1	3707-002A	609-611 MARKET ST	\$ 2,059.29	0.0688%
1	3707-004	36-40 2ND ST	\$ 7,094.66	0.2371%
1	3707-005	42-46 2ND ST	\$ 1,919.71	0.0642%
1	3707-006	48-50 2ND ST	\$ 1,682.77	0.0562%
1	3707-007	52-54 2ND ST	\$ 1,421.63	0.0475%
1	3707-008	60-64 2ND ST	\$ 6,122.70	0.2047%
1	3707-009	70-72 2ND ST	\$ 5,518.82	0.1845%
1	3707-010	76 2ND ST	\$ 1,533.63	0.0513%
1	3707-011	84-88 2ND ST	\$ 3,051.50	0.1020%
1	3707-012	90-96 2ND ST	\$ 4,851.34	0.1622%
1	3707-013	602-606 MISSION ST	\$ 3,156.18	0.1055%
1	3707-014	77 NEW MONTGOMERY ST	\$ 27,677.88	0.9251%
1	3707-016	90 NEW MONTGOMERY ST	\$ 21,261.96	0.7107%
1	3707-018	646-650 MISSION ST	\$ 4,172.94	0.1395%
1	3707-019	652-654 MISSION ST	\$ 4,186.72	0.1399%
1	3707-020	658-664 MISSION ST	\$ 11,508.13	0.3847%
1	3707-021	666 MISSION ST	\$ 8,988.20	0.3004%
1	3707-032	163-165 JESSIE ST	\$ 4,226.63	0.1413%
1	3707-035	39-63 NEW MONTGOMERY ST	\$ 19,794.80	0.6617%
1	3707-044	111-127 STEVENSON ST	\$ 5,875.63	0.1964%
1	3707-051	685 MARKET ST	\$ 29,993.30	1.0025%
1	3707-052	2 NEW MONTGOMERY ST	\$ 82,995.55	2.7742%
1	3707-057	691-699 MARKET ST	\$ 20,868.23	0.6975%
1	3707-058	51 3RD ST	\$ 49,953.00	1.6697%
1	3707-061	625-631 MARKET ST	\$ 9,767.96	0.3265%
1	3707-062	33 NEW MONTGOMERY ST	\$ 26,538.55	0.8871%
1	3707-063	680 MISSION ST	\$ 37,055.79	1.2386%
1	3707-064	74 NEW MONTGOMERY ST #C1	\$ 389.12	0.0130%
1	3707-065	74 NEW MONTGOMERY ST #C2	\$ 359.85	0.0120%
1	3707-066	74 NEW MONTGOMERY ST #C3	\$ 484.80	0.0162%
1	3707-067	74 NEW MONTGOMERY ST #201	\$ 319.75	0.0107%
1	3707-068	74 NEW MONTGOMERY ST #202	\$ 316.88	0.0106%
1	3707-069	74 NEW MONTGOMERY ST #203	\$ 299.18	0.0100%
1	3707-070	74 NEW MONTGOMERY ST #204	\$ 297.26	0.0099%
1	3707-071	74 NEW MONTGOMERY ST #205	\$ 304.92	0.0102%
1	3707-072	74 NEW MONTGOMERY ST #206	\$ 297.26	0.0099%
1	3707-073	74 NEW MONTGOMERY ST #207	\$ 296.30	0.0099%
1	3707-074	74 NEW MONTGOMERY ST #208	\$ 302.05	0.0101%
1	3707-075	74 NEW MONTGOMERY ST #209	\$ 296.78	0.0099%
1	3707-076	74 NEW MONTGOMERY ST #210	\$ 299.65	0.0100%
1	3707-077	74 NEW MONTGOMERY ST #211	\$ 299.65	0.0100%
1	3707-078	74 NEW MONTGOMERY ST #212	\$ 297.26	0.0099%
1	3707-079	74 NEW MONTGOMERY ST #213	\$ 299.18	0.0100%
1	3707-080	74 NEW MONTGOMERY ST #214	\$ 297.74	0.0100%
1	3707-081	74 NEW MONTGOMERY ST #215	\$ 301.09	0.0101%
1	3707-082	74 NEW MONTGOMERY ST #216	\$ 297.74	0.0100%
1	3707-083	74 NEW MONTGOMERY ST #217	\$ 306.35	0.0102%
1	3707-084	74 NEW MONTGOMERY ST #218	\$ 304.44	0.0102%
1	3707-085	74 NEW MONTGOMERY ST #301	\$ 312.09	0.0104%

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Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
1	3707 -086	74 NEW MONTGOMERY ST #302	\$ 309.22	0.0103%
1	3707 -087	74 NEW MONTGOMERY ST #303	\$ 300.61	0.0100%
1	3707 -088	74 NEW MONTGOMERY ST #304	\$ 297.26	0.0099%
1	3707 -089	74 NEW MONTGOMERY ST #305	\$ 303.00	0.0101%
1	3707 -090	74 NEW MONTGOMERY ST #306	\$ 302.52	0.0101%
1	3707 -091	74 NEW MONTGOMERY ST #307	\$ 301.09	0.0101%
1	3707 -092	74 NEW MONTGOMERY ST #308	\$ 305.87	0.0102%
1	3707 -093	74 NEW MONTGOMERY ST #309	\$ 296.78	0.0099%
1	3707 -094	74 NEW MONTGOMERY ST #310	\$ 300.13	0.0100%
1	3707 -095	74 NEW MONTGOMERY ST #311	\$ 296.78	0.0099%
1	3707 -096	74 NEW MONTGOMERY ST #312	\$ 304.44	0.0102%
1	3707 -097	74 NEW MONTGOMERY ST #313	\$ 299.18	0.0100%
1	3707 -098	74 NEW MONTGOMERY ST #314	\$ 302.52	0.0101%
1	3707 -099	74 NEW MONTGOMERY ST #315	\$ 304.44	0.0102%
1	3707 -100	74 NEW MONTGOMERY ST #316	\$ 311.13	0.0104%
1	3707 -101	74 NEW MONTGOMERY ST #317	\$ 308.74	0.0103%
1	3707 -102	74 NEW MONTGOMERY ST #401	\$ 310.66	0.0104%
1	3707 -103	74 NEW MONTGOMERY ST #402	\$ 307.79	0.0103%
1	3707 -104	74 NEW MONTGOMERY ST #403	\$ 301.57	0.0101%
1	3707 -105	74 NEW MONTGOMERY ST #404	\$ 296.78	0.0099%
1	3707 -106	74 NEW MONTGOMERY ST #405	\$ 302.05	0.0101%
1	3707 -107	74 NEW MONTGOMERY ST #406	\$ 303.48	0.0101%
1	3707 -108	74 NEW MONTGOMERY ST #407	\$ 301.09	0.0101%
1	3707 -109	74 NEW MONTGOMERY ST #408	\$ 305.87	0.0102%
1	3707 -110	74 NEW MONTGOMERY ST #409	\$ 296.78	0.0099%
1	3707 -111	74 NEW MONTGOMERY ST #410	\$ 300.13	0.0100%
1	3707 -112	74 NEW MONTGOMERY ST #411	\$ 297.26	0.0099%
1	3707 -113	74 NEW MONTGOMERY ST #412	\$ 303.48	0.0101%
1	3707 -114	74 NEW MONTGOMERY ST #413	\$ 300.13	0.0100%
1	3707 -115	74 NEW MONTGOMERY ST #414	\$ 303.96	0.0102%
1	3707 -116	74 NEW MONTGOMERY ST #415	\$ 303.48	0.0101%
1	3707 -117	74 NEW MONTGOMERY ST #416	\$ 309.22	0.0103%
1	3707 -118	74 NEW MONTGOMERY ST #417	\$ 307.31	0.0103%
1	3707 -119	74 NEW MONTGOMERY ST #501	\$ 310.66	0.0104%
1	3707 -120	74 NEW MONTGOMERY ST #502	\$ 307.79	0.0103%
1	3707 -121	74 NEW MONTGOMERY ST #503	\$ 301.57	0.0101%
1	3707 -122	74 NEW MONTGOMERY ST #504	\$ 296.78	0.0099%
1	3707 -123	74 NEW MONTGOMERY ST #505	\$ 303.48	0.0101%
1	3707 -124	74 NEW MONTGOMERY ST #506	\$ 303.48	0.0101%
1	3707 -125	74 NEW MONTGOMERY ST #507	\$ 300.13	0.0100%
1	3707 -126	74 NEW MONTGOMERY ST #508	\$ 305.87	0.0102%
1	3707 -127	74 NEW MONTGOMERY ST #509	\$ 296.78	0.0099%
1	3707 -128	74 NEW MONTGOMERY ST #510	\$ 300.13	0.0100%
1	3707 -129	74 NEW MONTGOMERY ST #511	\$ 297.26	0.0099%
1	3707 -130	74 NEW MONTGOMERY ST #512	\$ 303.48	0.0101%
1	3707 -131	74 NEW MONTGOMERY ST #513	\$ 300.13	0.0100%
1	3707 -132	74 NEW MONTGOMERY ST #514	\$ 302.05	0.0101%
1	3707 -133	74 NEW MONTGOMERY ST #515	\$ 303.48	0.0101%
1	3707 -134	74 NEW MONTGOMERY ST #516	\$ 309.22	0.0103%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
1	3707 -135	74 NEW MONTGOMERY ST #517	\$ 308.26	0.0103%
1	3707 -136	74 NEW MONTGOMERY ST #601	\$ 310.66	0.0104%
1	3707 -137	74 NEW MONTGOMERY ST #602	\$ 307.79	0.0103%
1	3707 -138	74 NEW MONTGOMERY ST #603	\$ 301.57	0.0101%
1	3707 -139	74 NEW MONTGOMERY ST #604	\$ 297.74	0.0100%
1	3707 -140	74 NEW MONTGOMERY ST #605	\$ 303.48	0.0101%
1	3707 -141	74 NEW MONTGOMERY ST #606	\$ 303.48	0.0101%
1	3707 -142	74 NEW MONTGOMERY ST #607	\$ 301.09	0.0101%
1	3707 -143	74 NEW MONTGOMERY ST #608	\$ 305.87	0.0102%
1	3707 -144	74 NEW MONTGOMERY ST #609	\$ 296.78	0.0099%
1	3707 -145	74 NEW MONTGOMERY ST #610	\$ 300.13	0.0100%
1	3707 -146	74 NEW MONTGOMERY ST #611	\$ 297.26	0.0099%
1	3707 -147	74 NEW MONTGOMERY ST #612	\$ 303.48	0.0101%
1	3707 -148	74 NEW MONTGOMERY ST #613	\$ 300.13	0.0100%
1	3707 -149	74 NEW MONTGOMERY ST #614	\$ 303.96	0.0102%
1	3707 -150	74 NEW MONTGOMERY ST #615	\$ 303.48	0.0101%
1	3707 -151	74 NEW MONTGOMERY ST #616	\$ 309.22	0.0103%
1	3707 -152	74 NEW MONTGOMERY ST #617	\$ 308.26	0.0103%
1	3707 -153	74 NEW MONTGOMERY ST #701	\$ 310.66	0.0104%
1	3707 -154	74 NEW MONTGOMERY ST #702	\$ 308.26	0.0103%
1	3707 -155	74 NEW MONTGOMERY ST #703	\$ 301.57	0.0101%
1	3707 -156	74 NEW MONTGOMERY ST #704	\$ 297.74	0.0100%
1	3707 -157	74 NEW MONTGOMERY ST #705	\$ 303.00	0.0101%
1	3707 -158	74 NEW MONTGOMERY ST #706	\$ 303.00	0.0101%
1	3707 -159	74 NEW MONTGOMERY ST #707	\$ 301.09	0.0101%
1	3707 -160	74 NEW MONTGOMERY ST #708	\$ 305.87	0.0102%
1	3707 -161	74 NEW MONTGOMERY ST #709	\$ 297.26	0.0099%
1	3707 -162	74 NEW MONTGOMERY ST #710	\$ 300.13	0.0100%
1	3707 -163	74 NEW MONTGOMERY ST #711	\$ 297.26	0.0099%
1	3707 -164	74 NEW MONTGOMERY ST #712	\$ 304.44	0.0102%
1	3707 -165	74 NEW MONTGOMERY ST #713	\$ 300.13	0.0100%
1	3707 -166	74 NEW MONTGOMERY ST #714	\$ 303.48	0.0101%
1	3707 -167	74 NEW MONTGOMERY ST #715	\$ 303.48	0.0101%
1	3707 -168	74 NEW MONTGOMERY ST #716	\$ 309.70	0.0104%
1	3707 -169	74 NEW MONTGOMERY ST #717	\$ 308.26	0.0103%
1	3707 -170	74 NEW MONTGOMERY ST #801	\$ 317.83	0.0106%
1	3707 -171	74 NEW MONTGOMERY ST #802	\$ 318.79	0.0107%
1	3707 -172	74 NEW MONTGOMERY ST #803	\$ 318.79	0.0107%
1	3707 -173	74 NEW MONTGOMERY ST #804	\$ 319.75	0.0107%
1	3722 -001	601-609 MISSION ST	\$ 11,067.07	0.3699%
1	3722 -002	120-130 2ND ST	\$ 8,157.22	0.2727%
1	3722 -003	132-140 2ND ST	\$ 9,325.60	0.3117%
1	3722 -004	144-154 2ND ST	\$ 4,017.83	0.1343%
1	3722 -005	156-160 2ND ST	\$ 8,838.21	0.2954%
1	3722 -006	116 NATOMA ST	\$ 4,926.75	0.1647%
1	3722 -007	137-159 NEW MONTGOMERY ST	\$ 19,446.43	0.6500%
1	3722 -011	161 NATOMA ST	\$ 2,240.51	0.0749%
1	3722 -012	658 HOWARD ST	\$ 2,929.94	0.0979%
1	3722 -013	147-149 NATOMA ST	\$ 2,467.32	0.0825%

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Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
1	3722 -014	145 NATOMA ST	\$ 1,694.42	0.0566%
1	3722 -016	168-170 2ND ST	\$ 6,406.92	0.2142%
1	3722 -017	176 02ND ST	\$ 2,856.21	0.0955%
1	3722 -019	182-198 2ND ST	\$ 9,822.55	0.3283%
1	3722 -020	606-612 HOWARD ST	\$ 7,714.86	0.2579%
1	3722 -022	170-180 NEW MONTGOMERY ST	\$ 28,057.66	0.9378%
1	3722 -023	180 NEW MONTGOMERY ST	\$ 1,811.65	0.0606%
1	3722 -024	648-654 HOWARD ST	\$ 3,224.84	0.1078%
1	3722 -026	660 HOWARD ST	\$ 2,745.90	0.0918%
1	3722 -058	142 MINNA ST	\$ 2,886.49	0.0965%
1	3722 -067	663-671 MISSION ST	\$ 8,729.03	0.2918%
1	3722 -068	657 MISSION ST	\$ 11,884.08	0.3972%
1	3722 -069	647-649 MISSION ST	\$ 5,240.23	0.1752%
1	3722 -070	641-643 MISSION ST	\$ 1,524.63	0.0510%
1	3722 -071	100-126 NEW MONTGOMERY ST	\$ 23,451.88	0.7839%
1	3722 -072	111-121 NEW MONTGOMERY ST	\$ 8,540.49	0.2855%
1	3722 -073	617-623 MISSION ST	\$ 13,839.20	0.4626%
1	3722 -076	611 MISSION ST	\$ 5,548.48	0.1855%
1	3722 -079	148 NATOMA ST	\$ 16,015.37	0.5353%
1	3722 -080	140 NEW MONTGOMERY ST	\$ 33,428.24	1.1174%
1	3722 -081	185-187 3RD ST	\$ 23,453.56	0.7839%
1	3722 -083	199 NEW MONTGOMERY ST #A	\$ 110.48	0.0037%
1	3722 -084	199 NEW MONTGOMERY ST #B	\$ 113.85	0.0038%
1	3722 -085	199 NEW MONTGOMERY ST #C	\$ 111.60	0.0037%
1	3722 -086	199 NEW MONTGOMERY ST #D	\$ 108.23	0.0036%
1	3722 -087	199 NEW MONTGOMERY ST #E	\$ 118.92	0.0040%
1	3722 -088	199 NEW MONTGOMERY ST #F	\$ 120.05	0.0040%
1	3722 -089	199 NEW MONTGOMERY ST #G	\$ 103.16	0.0034%
1	3722 -090	199 NEW MONTGOMERY ST #H	\$ 103.16	0.0034%
1	3722 -091	199 NEW MONTGOMERY ST #201	\$ 102.51	0.0034%
1	3722 -092	199 NEW MONTGOMERY ST #202	\$ 103.95	0.0035%
1	3722 -093	199 NEW MONTGOMERY ST #203	\$ 95.34	0.0032%
1	3722 -094	199 NEW MONTGOMERY ST #204	\$ 95.34	0.0032%
1	3722 -095	199 NEW MONTGOMERY ST #205	\$ 102.51	0.0034%
1	3722 -096	199 NEW MONTGOMERY ST #206	\$ 102.99	0.0034%
1	3722 -097	199 NEW MONTGOMERY ST #207	\$ 102.99	0.0034%
1	3722 -098	199 NEW MONTGOMERY ST #208	\$ 103.47	0.0035%
1	3722 -099	199 NEW MONTGOMERY ST #209	\$ 100.60	0.0034%
1	3722 -100	199 NEW MONTGOMERY ST #210	\$ 102.04	0.0034%
1	3722 -101	199 NEW MONTGOMERY ST #211	\$ 110.17	0.0037%
1	3722 -102	199 NEW MONTGOMERY ST #212	\$ 95.82	0.0032%
1	3722 -103	199 NEW MONTGOMERY ST #301	\$ 107.30	0.0036%
1	3722 -104	199 NEW MONTGOMERY ST #302	\$ 108.73	0.0036%
1	3722 -105	199 NEW MONTGOMERY ST #303	\$ 95.34	0.0032%
1	3722 -106	199 NEW MONTGOMERY ST #304	\$ 102.51	0.0034%
1	3722 -107	199 NEW MONTGOMERY ST #305	\$ 102.99	0.0034%
1	3722 -108	199 NEW MONTGOMERY ST #306	\$ 102.51	0.0034%
1	3722 -109	199 NEW MONTGOMERY ST #307	\$ 103.47	0.0035%
1	3722 -110	199 NEW MONTGOMERY ST #308	\$ 100.60	0.0034%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
1	3722 -111	199 NEW MONTGOMERY ST #309	\$ 101.56	0.0034%
1	3722 -112	199 NEW MONTGOMERY ST #310	\$ 109.69	0.0037%
1	3722 -113	199 NEW MONTGOMERY ST #311	\$ 95.34	0.0032%
1	3722 -114	199 NEW MONTGOMERY ST #401	\$ 107.30	0.0036%
1	3722 -115	199 NEW MONTGOMERY ST #402	\$ 108.73	0.0036%
1	3722 -116	199 NEW MONTGOMERY ST #403	\$ 95.34	0.0032%
1	3722 -117	199 NEW MONTGOMERY ST #404	\$ 102.51	0.0034%
1	3722 -118	199 NEW MONTGOMERY ST #405	\$ 102.99	0.0034%
1	3722 -119	199 NEW MONTGOMERY ST #406	\$ 102.51	0.0034%
1	3722 -120	199 NEW MONTGOMERY ST #407	\$ 103.47	0.0035%
1	3722 -121	199 NEW MONTGOMERY ST #408	\$ 104.43	0.0035%
1	3722 -122	199 NEW MONTGOMERY ST #409	\$ 101.56	0.0034%
1	3722 -123	199 NEW MONTGOMERY ST #410	\$ 109.69	0.0037%
1	3722 -124	199 NEW MONTGOMERY ST #411	\$ 95.34	0.0032%
1	3722 -125	199 NEW MONTGOMERY ST #501	\$ 107.30	0.0036%
1	3722 -126	199 NEW MONTGOMERY ST #502	\$ 108.73	0.0036%
1	3722 -127	199 NEW MONTGOMERY ST #503	\$ 95.34	0.0032%
1	3722 -128	199 NEW MONTGOMERY ST #504	\$ 102.51	0.0034%
1	3722 -129	199 NEW MONTGOMERY ST #505	\$ 102.99	0.0034%
1	3722 -130	199 NEW MONTGOMERY ST #506	\$ 102.51	0.0034%
1	3722 -131	199 NEW MONTGOMERY ST #507	\$ 103.47	0.0035%
1	3722 -132	199 NEW MONTGOMERY ST #508	\$ 100.60	0.0034%
1	3722 -133	199 NEW MONTGOMERY ST #509	\$ 101.56	0.0034%
1	3722 -134	199 NEW MONTGOMERY ST #510	\$ 109.69	0.0037%
1	3722 -135	199 NEW MONTGOMERY ST #511	\$ 95.34	0.0032%
1	3722 -136	199 NEW MONTGOMERY ST #601	\$ 107.30	0.0036%
1	3722 -137	199 NEW MONTGOMERY ST #602	\$ 108.73	0.0036%
1	3722 -138	199 NEW MONTGOMERY ST #603	\$ 95.34	0.0032%
1	3722 -139	199 NEW MONTGOMERY ST #604	\$ 102.51	0.0034%
1	3722 -140	199 NEW MONTGOMERY ST #605	\$ 102.99	0.0034%
1	3722 -141	199 NEW MONTGOMERY ST #606	\$ 102.51	0.0034%
1	3722 -142	199 NEW MONTGOMERY ST #607	\$ 103.47	0.0035%
1	3722 -143	199 NEW MONTGOMERY ST #608	\$ 100.60	0.0034%
1	3722 -144	199 NEW MONTGOMERY ST #609	\$ 101.56	0.0034%
1	3722 -145	199 NEW MONTGOMERY ST #610	\$ 109.69	0.0037%
1	3722 -146	199 NEW MONTGOMERY ST #611	\$ 95.34	0.0032%
1	3722 -147	199 NEW MONTGOMERY ST #701	\$ 107.30	0.0036%
1	3722 -148	199 NEW MONTGOMERY ST #702	\$ 108.73	0.0036%
1	3722 -149	199 NEW MONTGOMERY ST #703	\$ 95.34	0.0032%
1	3722 -150	199 NEW MONTGOMERY ST #704	\$ 102.51	0.0034%
1	3722 -151	199 NEW MONTGOMERY ST #705	\$ 102.99	0.0034%
1	3722 -152	199 NEW MONTGOMERY ST #706	\$ 102.51	0.0034%
1	3722 -153	199 NEW MONTGOMERY ST #707	\$ 103.47	0.0035%
1	3722 -154	199 NEW MONTGOMERY ST #708	\$ 104.43	0.0035%
1	3722 -155	199 NEW MONTGOMERY ST #709	\$ 101.56	0.0034%
1	3722 -156	199 NEW MONTGOMERY ST #710	\$ 109.69	0.0037%
1	3722 -157	199 NEW MONTGOMERY ST #711	\$ 95.34	0.0032%
1	3722 -158	199 NEW MONTGOMERY ST #801	\$ 107.30	0.0036%
1	3722 -159	199 NEW MONTGOMERY ST #802	\$ 108.73	0.0036%

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Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
1	3722 -160	199 NEW MONTGOMERY ST #803	\$ 95.34	0.0032%
1	3722 -161	199 NEW MONTGOMERY ST #804	\$ 102.51	0.0034%
1	3722 -162	199 NEW MONTGOMERY ST #805	\$ 102.99	0.0034%
1	3722 -163	199 NEW MONTGOMERY ST #806	\$ 102.51	0.0034%
1	3722 -164	199 NEW MONTGOMERY ST #807	\$ 103.47	0.0035%
1	3722 -165	199 NEW MONTGOMERY ST #808	\$ 100.60	0.0034%
1	3722 -166	199 NEW MONTGOMERY ST #809	\$ 101.56	0.0034%
1	3722 -167	199 NEW MONTGOMERY ST #810	\$ 109.69	0.0037%
1	3722 -168	199 NEW MONTGOMERY ST #811	\$ 95.34	0.0032%
1	3722 -169	199 NEW MONTGOMERY ST #901	\$ 107.30	0.0036%
1	3722 -170	199 NEW MONTGOMERY ST #902	\$ 108.73	0.0036%
1	3722 -171	199 NEW MONTGOMERY ST #903	\$ 95.34	0.0032%
1	3722 -172	199 NEW MONTGOMERY ST #904	\$ 102.51	0.0034%
1	3722 -173	199 NEW MONTGOMERY ST #905	\$ 102.99	0.0034%
1	3722 -174	199 NEW MONTGOMERY ST #906	\$ 102.51	0.0034%
1	3722 -175	199 NEW MONTGOMERY ST #907	\$ 103.47	0.0035%
1	3722 -176	199 NEW MONTGOMERY ST #908	\$ 100.60	0.0034%
1	3722 -177	199 NEW MONTGOMERY ST #909	\$ 101.56	0.0034%
1	3722 -178	199 NEW MONTGOMERY ST #910	\$ 109.69	0.0037%
1	3722 -179	199 NEW MONTGOMERY ST #911	\$ 95.34	0.0032%
1	3722 -180	199 NEW MONTGOMERY ST #1001	\$ 106.34	0.0036%
1	3722 -181	199 NEW MONTGOMERY ST #1002	\$ 108.73	0.0036%
1	3722 -182	199 NEW MONTGOMERY ST #1003	\$ 95.34	0.0032%
1	3722 -183	199 NEW MONTGOMERY ST #1004	\$ 102.51	0.0034%
1	3722 -184	199 NEW MONTGOMERY ST #1005	\$ 102.99	0.0034%
1	3722 -185	199 NEW MONTGOMERY ST #1006	\$ 102.51	0.0034%
1	3722 -186	199 NEW MONTGOMERY ST #1007	\$ 103.47	0.0035%
1	3722 -187	199 NEW MONTGOMERY ST #1008	\$ 100.12	0.0033%
1	3722 -188	199 NEW MONTGOMERY ST #1009	\$ 101.08	0.0034%
1	3722 -189	199 NEW MONTGOMERY ST #1010	\$ 109.69	0.0037%
1	3722 -190	199 NEW MONTGOMERY ST #1011	\$ 95.34	0.0032%
1	3722 -191	199 NEW MONTGOMERY ST #1101	\$ 106.34	0.0036%
1	3722 -192	199 NEW MONTGOMERY ST #1102	\$ 108.73	0.0036%
1	3722 -193	199 NEW MONTGOMERY ST #1103	\$ 95.34	0.0032%
1	3722 -194	199 NEW MONTGOMERY ST #1104	\$ 102.51	0.0034%
1	3722 -195	199 NEW MONTGOMERY ST #1105	\$ 102.99	0.0034%
1	3722 -196	199 NEW MONTGOMERY ST #1106	\$ 102.51	0.0034%
1	3722 -197	199 NEW MONTGOMERY ST #1107	\$ 103.47	0.0035%
1	3722 -198	199 NEW MONTGOMERY ST #1108	\$ 100.12	0.0033%
1	3722 -199	199 NEW MONTGOMERY ST #1109	\$ 101.08	0.0034%
1	3722 -200	199 NEW MONTGOMERY ST #1110	\$ 109.69	0.0037%
1	3722 -201	199 NEW MONTGOMERY ST #1111	\$ 95.34	0.0032%
1	3722 -202	199 NEW MONTGOMERY ST #1201	\$ 106.34	0.0036%
1	3722 -203	199 NEW MONTGOMERY ST #1202	\$ 108.73	0.0036%
1	3722 -204	199 NEW MONTGOMERY ST #1203	\$ 95.34	0.0032%
1	3722 -205	199 NEW MONTGOMERY ST #1204	\$ 102.51	0.0034%
1	3722 -206	199 NEW MONTGOMERY ST #1205	\$ 102.99	0.0034%
1	3722 -207	199 NEW MONTGOMERY ST #1206	\$ 102.51	0.0034%
1	3722 -208	199 NEW MONTGOMERY ST #1207	\$ 103.47	0.0035%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
1	3722 -209	199 NEW MONTGOMERY ST #1208	\$ 100.12	0.0033%
1	3722 -210	199 NEW MONTGOMERY ST #1209	\$ 101.08	0.0034%
1	3722 -211	199 NEW MONTGOMERY ST #1210	\$ 109.69	0.0037%
1	3722 -212	199 NEW MONTGOMERY ST #1211	\$ 95.34	0.0032%
1	3722 -213	199 NEW MONTGOMERY ST #1301	\$ 106.34	0.0036%
1	3722 -214	199 NEW MONTGOMERY ST #1302	\$ 108.73	0.0036%
1	3722 -215	199 NEW MONTGOMERY ST #1303	\$ 95.34	0.0032%
1	3722 -216	199 NEW MONTGOMERY ST #1304	\$ 102.51	0.0034%
1	3722 -217	199 NEW MONTGOMERY ST #1305	\$ 102.99	0.0034%
1	3722 -218	199 NEW MONTGOMERY ST #1306	\$ 102.51	0.0034%
1	3722 -219	199 NEW MONTGOMERY ST #1307	\$ 103.47	0.0035%
1	3722 -220	199 NEW MONTGOMERY ST #1308	\$ 100.12	0.0033%
1	3722 -221	199 NEW MONTGOMERY ST #1309	\$ 101.08	0.0034%
1	3722 -222	199 NEW MONTGOMERY ST #1310	\$ 109.69	0.0037%
1	3722 -223	199 NEW MONTGOMERY ST #1311	\$ 95.34	0.0032%
1	3722 -224	199 NEW MONTGOMERY ST #1401	\$ 106.34	0.0036%
1	3722 -225	199 NEW MONTGOMERY ST #1402	\$ 108.73	0.0036%
1	3722 -226	199 NEW MONTGOMERY ST #1403	\$ 95.34	0.0032%
1	3722 -227	199 NEW MONTGOMERY ST #1404	\$ 102.51	0.0034%
1	3722 -228	199 NEW MONTGOMERY ST #1405	\$ 102.99	0.0034%
1	3722 -229	199 NEW MONTGOMERY ST #1406	\$ 102.51	0.0034%
1	3722 -230	199 NEW MONTGOMERY ST #1407	\$ 103.47	0.0035%
1	3722 -231	199 NEW MONTGOMERY ST #1408	\$ 100.12	0.0033%
1	3722 -232	199 NEW MONTGOMERY ST #1409	\$ 101.08	0.0034%
1	3722 -233	199 NEW MONTGOMERY ST #1410	\$ 109.69	0.0037%
1	3722 -234	199 NEW MONTGOMERY ST #1411	\$ 95.34	0.0032%
1	3722 -235	199 NEW MONTGOMERY ST #1501	\$ 106.34	0.0036%
1	3722 -236	199 NEW MONTGOMERY ST #1502	\$ 108.73	0.0036%
1	3722 -237	199 NEW MONTGOMERY ST #1503	\$ 95.34	0.0032%
1	3722 -238	199 NEW MONTGOMERY ST #1504	\$ 102.51	0.0034%
1	3722 -239	199 NEW MONTGOMERY ST #1505	\$ 102.99	0.0034%
1	3722 -240	199 NEW MONTGOMERY ST #1506	\$ 102.51	0.0034%
1	3722 -241	199 NEW MONTGOMERY ST #1507	\$ 103.47	0.0035%
1	3722 -242	199 NEW MONTGOMERY ST #1508	\$ 100.12	0.0033%
1	3722 -243	199 NEW MONTGOMERY ST #1509	\$ 101.08	0.0034%
1	3722 -244	199 NEW MONTGOMERY ST #1510	\$ 109.69	0.0037%
1	3722 -245	199 NEW MONTGOMERY ST #1511	\$ 95.34	0.0032%
1	3722 -246	199 NEW MONTGOMERY ST #1601	\$ 106.34	0.0036%
1	3722 -247	199 NEW MONTGOMERY ST #1602	\$ 108.73	0.0036%
1	3722 -248	199 NEW MONTGOMERY ST #1603	\$ 95.34	0.0032%
1	3722 -249	199 NEW MONTGOMERY ST #1604	\$ 102.51	0.0034%
1	3722 -250	199 NEW MONTGOMERY ST #1605	\$ 102.99	0.0034%
1	3722 -251	199 NEW MONTGOMERY ST #1606	\$ 102.51	0.0034%
1	3722 -252	199 NEW MONTGOMERY ST #1607	\$ 103.47	0.0035%
1	3722 -253	199 NEW MONTGOMERY ST #1608	\$ 100.12	0.0033%
1	3722 -254	199 NEW MONTGOMERY ST #1609	\$ 101.08	0.0034%
1	3722 -255	199 NEW MONTGOMERY ST #1610	\$ 109.69	0.0037%
1	3722 -256	199 NEW MONTGOMERY ST #1611	\$ 95.34	0.0032%
1	3722 -257	125 3RD ST	\$ 26,815.00	0.8963%

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Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
1	3722 -259	188 MINNA ST #22A	\$ 133.66	0.0045%
1	3722 -260	188 MINNA ST #22B	\$ 140.35	0.0047%
1	3722 -261	188 MINNA ST #22C	\$ 138.92	0.0046%
1	3722 -262	188 MINNA ST #22D	\$ 140.35	0.0047%
1	3722 -263	188 MINNA ST #22E	\$ 144.66	0.0048%
1	3722 -264	188 MINNA ST #22F	\$ 127.92	0.0043%
1	3722 -265	188 MINNA ST #23A	\$ 144.66	0.0048%
1	3722 -266	188 MINNA ST #23B	\$ 139.87	0.0047%
1	3722 -267	188 MINNA ST #23C	\$ 137.96	0.0046%
1	3722 -268	188 MINNA ST #23D	\$ 140.35	0.0047%
1	3722 -269	188 MINNA ST #23E	\$ 155.18	0.0052%
1	3722 -270	188 MINNA ST #23F	\$ 135.09	0.0045%
1	3722 -271	188 MINNA ST #24A	\$ 144.66	0.0048%
1	3722 -272	188 MINNA ST #24B	\$ 139.87	0.0047%
1	3722 -273	188 MINNA ST #24C	\$ 137.96	0.0046%
1	3722 -274	188 MINNA ST #24D	\$ 140.35	0.0047%
1	3722 -275	188 MINNA ST #24E	\$ 155.18	0.0052%
1	3722 -276	188 MINNA ST #24F	\$ 135.09	0.0045%
1	3722 -277	188 MINNA ST #25A	\$ 144.66	0.0048%
1	3722 -278	188 MINNA ST #25B	\$ 139.87	0.0047%
1	3722 -279	188 MINNA ST #25C	\$ 137.96	0.0046%
1	3722 -280	188 MINNA ST #25D	\$ 140.35	0.0047%
1	3722 -281	188 MINNA ST #25E	\$ 155.18	0.0052%
1	3722 -282	188 MINNA ST #25F	\$ 135.09	0.0045%
1	3722 -283	188 MINNA ST #26A	\$ 144.66	0.0048%
1	3722 -284	188 MINNA ST #26B	\$ 139.87	0.0047%
1	3722 -285	188 MINNA ST #26C	\$ 137.96	0.0046%
1	3722 -286	188 MINNA ST #26D	\$ 140.35	0.0047%
1	3722 -287	188 MINNA ST #26E	\$ 155.18	0.0052%
1	3722 -288	188 MINNA ST #26F	\$ 135.09	0.0045%
1	3722 -289	188 MINNA ST #27A	\$ 144.66	0.0048%
1	3722 -290	188 MINNA ST #27B	\$ 139.87	0.0047%
1	3722 -291	188 MINNA ST #27C	\$ 137.96	0.0046%
1	3722 -292	188 MINNA ST #27D	\$ 140.35	0.0047%
1	3722 -293	188 MINNA ST #27E	\$ 154.70	0.0052%
1	3722 -294	188 MINNA ST #27F	\$ 135.09	0.0045%
1	3722 -295	188 MINNA ST #28A	\$ 144.66	0.0048%
1	3722 -296	188 MINNA ST #28B	\$ 139.40	0.0047%
1	3722 -297	188 MINNA ST #28C	\$ 137.96	0.0046%
1	3722 -298	188 MINNA ST #28D	\$ 140.35	0.0047%
1	3722 -299	188 MINNA ST #28E	\$ 154.70	0.0052%
1	3722 -300	188 MINNA ST #28F	\$ 135.09	0.0045%
1	3722 -301	188 MINNA ST #29A	\$ 144.66	0.0048%
1	3722 -302	188 MINNA ST #29B	\$ 139.40	0.0047%
1	3722 -303	188 MINNA ST #29C	\$ 137.96	0.0046%
1	3722 -304	188 MINNA ST #29D	\$ 140.35	0.0047%
1	3722 -305	188 MINNA ST #29E	\$ 154.70	0.0052%
1	3722 -306	188 MINNA ST #29F	\$ 135.09	0.0045%
1	3722 -307	188 MINNA ST #30A	\$ 144.66	0.0048%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
1	3722 -308	188 MINNA ST #30B	\$ 139.40	0.0047%
1	3722 -309	188 MINNA ST #30C	\$ 137.96	0.0046%
1	3722 -310	188 MINNA ST #30D	\$ 140.35	0.0047%
1	3722 -311	188 MINNA ST #30E	\$ 154.23	0.0052%
1	3722 -312	188 MINNA ST #30F	\$ 135.09	0.0045%
1	3722 -313	188 MINNA ST #31A	\$ 144.66	0.0048%
1	3722 -314	188 MINNA ST #31B	\$ 138.92	0.0046%
1	3722 -315	188 MINNA ST #31C	\$ 137.96	0.0046%
1	3722 -316	188 MINNA ST #31D	\$ 140.35	0.0047%
1	3722 -317	188 MINNA ST #31E	\$ 154.23	0.0052%
1	3722 -318	188 MINNA ST #31F	\$ 135.09	0.0045%
1	3722 -319	188 MINNA ST #32A	\$ 144.66	0.0048%
1	3722 -320	188 MINNA ST #32B	\$ 138.92	0.0046%
1	3722 -321	188 MINNA ST #32C	\$ 137.96	0.0046%
1	3722 -322	188 MINNA ST #32D	\$ 140.35	0.0047%
1	3722 -323	188 MINNA ST #32E	\$ 153.75	0.0051%
1	3722 -324	188 MINNA ST #32F	\$ 135.09	0.0045%
1	3722 -325	188 MINNA ST #33A	\$ 144.66	0.0048%
1	3722 -326	188 MINNA ST #33B	\$ 138.44	0.0046%
1	3722 -327	188 MINNA ST #33C	\$ 137.96	0.0046%
1	3722 -328	188 MINNA ST #33D	\$ 140.35	0.0047%
1	3722 -329	188 MINNA ST #33E	\$ 153.75	0.0051%
1	3722 -330	188 MINNA ST #33F	\$ 135.09	0.0045%
1	3722 -331	188 MINNA ST #34A	\$ 144.66	0.0048%
1	3722 -332	188 MINNA ST #34B	\$ 138.44	0.0046%
1	3722 -333	188 MINNA ST #34C	\$ 137.96	0.0046%
1	3722 -334	188 MINNA ST #34D	\$ 140.35	0.0047%
1	3722 -335	188 MINNA ST #34E	\$ 153.27	0.0051%
1	3722 -336	188 MINNA ST #34F	\$ 135.09	0.0045%
1	3722 -337	188 MINNA ST #35A	\$ 144.66	0.0048%
1	3722 -338	188 MINNA ST #35B	\$ 137.96	0.0046%
1	3722 -339	188 MINNA ST #35C	\$ 137.96	0.0046%
1	3722 -340	188 MINNA ST #35D	\$ 140.35	0.0047%
1	3722 -341	188 MINNA ST #35E	\$ 153.27	0.0051%
1	3722 -342	188 MINNA ST #35F	\$ 135.09	0.0045%
1	3722 -343	188 MINNA ST #36A	\$ 167.14	0.0056%
1	3722 -344	188 MINNA ST #36B	\$ 137.48	0.0046%
1	3722 -345	188 MINNA ST #36C	\$ 137.96	0.0046%
1	3722 -346	188 MINNA ST #36D	\$ 140.35	0.0047%
1	3722 -347	188 MINNA ST #36E	\$ 159.49	0.0053%
1	3722 -348	188 MINNA ST #37A	\$ 167.14	0.0056%
1	3722 -349	188 MINNA ST #37B	\$ 137.48	0.0046%
1	3722 -350	188 MINNA ST #37C	\$ 137.96	0.0046%
1	3722 -351	188 MINNA ST #37D	\$ 140.35	0.0047%
1	3722 -352	188 MINNA ST #37E	\$ 159.01	0.0053%
1	3722 -353	188 MINNA ST #38A	\$ 167.14	0.0056%
1	3722 -354	188 MINNA ST #38B	\$ 137.00	0.0046%
1	3722 -355	188 MINNA ST #38C	\$ 137.96	0.0046%
1	3722 -356	188 MINNA ST #38D	\$ 140.35	0.0047%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
1	3722 -357	188 MINNA ST #38E	\$ 158.53	0.0053%
1	3722 -358	188 MINNA ST #PHA	\$ 213.55	0.0071%
1	3722 -359	188 MINNA ST #PHB	\$ 224.07	0.0075%
1	3722 -360	188 MINNA ST #PHC	\$ 191.54	0.0064%
1	3722 -367	151 3RD ST	\$ 35,663.73	1.1921%
1	3723 -113	763 MISSION ST	\$ 46,567.76	1.5566%
1	3723 -114	763 MISSION ST	\$ 13,780.16	0.4606%
1	3723 -115	720-760 HOWARD ST	\$ 90,589.04	3.0280%
1	3724 -018	860 HOWARD ST	\$ 28,414.37	0.9498%
1	3724 -035	860 HOWARD ST	\$ 1,731.95	0.0579%
1	3724 -036	860 HOWARD ST	\$ 3,036.79	0.1015%
1	3724 -037	860 HOWARD ST	\$ 1,169.57	0.0391%
1	3724 -038	345 MINNA ST	\$ 2,216.03	0.0741%
1	3724 -067	801-825 MISSION ST	\$ 129,727.65	4.3362%
1	3724 -068	325 MINNA ST	\$ 11,268.24	0.3766%
1	3724 -069	329 MINNA ST	\$ 3,373.28	0.1128%
1	3724 -070	150 4TH ST	\$ 51,175.90	1.7106%
1	3724 -071	155 5TH ST	\$ 35,434.45	1.1844%
1	3724 -072	888 HOWARD ST	\$ 33,247.41	1.1113%
1	3724 -073	155 5TH ST	\$ 2,570.14	0.0859%
2	3732 -003	216 5TH ST	\$ 938.00	0.0314%
2	3732 -004	224 5TH ST	\$ 938.00	0.0314%
2	3732 -005	228-230 5TH ST	\$ 3,752.00	0.1254%
2	3732 -008	252-260 5TH ST	\$ 13,658.39	0.4565%
2	3732 -009	900 FOLSOM ST	\$ 25,139.51	0.8403%
2	3732 -018	900 FOLSOM ST	\$ 797.30	0.0267%
2	3732 -149	206 5TH ST	\$ 5,815.60	0.1944%
2	3732 -150	240 5TH ST	\$ 8,236.75	0.2753%
2	3733 -008	250 4TH ST	\$ 8,323.44	0.2782%
2	3733 -014	816 FOLSOM ST	\$ 3,881.07	0.1297%
2	3733 -017	832 FOLSOM ST	\$ 1,341.86	0.0449%
2	3733 -018	840-842 FOLSOM ST	\$ 2,827.13	0.0945%
2	3733 -019	844-846 FOLSOM ST	\$ 2,692.81	0.0900%
2	3733 -020	848-850 FOLSOM ST	\$ 2,756.59	0.0921%
2	3733 -020A	854 FOLSOM ST	\$ 2,714.57	0.0907%
2	3733 -021	858 FOLSOM ST	\$ 859.85	0.0287%
2	3733 -024	868 FOLSOM ST	\$ 6,747.60	0.2255%
2	3733 -025	880-882 FOLSOM ST	\$ 1,936.03	0.0647%
2	3733 -026	884 FOLSOM ST	\$ 4,750.03	0.1588%
2	3733 -028	894 FOLSOM ST	\$ 975.52	0.0326%
2	3733 -029	896 FOLSOM ST	\$ 4,188.06	0.1400%
2	3733 -030	275 5TH ST	\$ 1,369.29	0.0458%
2	3733 -031	389 CLEMENTINA ST	\$ 998.03	0.0334%
2	3733 -034	379-381 CLEMENTINA ST	\$ 851.52	0.0285%
2	3733 -059	365 TEHAMA ST	\$ 968.02	0.0324%
2	3733 -079	881-899 HOWARD ST	\$ 35,906.64	1.2002%
2	3733 -080	855 HOWARD ST	\$ 1,979.18	0.0662%
2	3733 -081	851-853 HOWARD ST	\$ 5,922.91	0.1980%
2	3733 -082	843-847 HOWARD ST	\$ 1,813.34	0.0606%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3733 -083	841 HOWARD ST	\$ 2,224.04	0.0743%
2	3733 -084	835-837 HOWARD ST	\$ 4,533.32	0.1515%
2	3733 -088	821 HOWARD ST	\$ 2,108.62	0.0705%
2	3733 -091	363 CLEMENTINA ST	\$ 2,743.46	0.0917%
2	3733 -092	862-864 FOLSOM ST	\$ 942.39	0.0315%
2	3733 -093	266-286 4TH ST	\$ 2,103.47	0.0703%
2	3733 -096	NO SITE ADDRESS	\$ 4.58	0.0002%
2	3733 -098	316-318 CLEMENTINA ST	\$ 1.97	0.0001%
2	3733 -105	321 CLEMENTINA ST	\$ 1,698.87	0.0568%
2	3733 -106	360-368 CLEMENTINA ST	\$ 8,724.53	0.2916%
2	3733 -107	380 CLEMENTINA ST	\$ 2,985.77	0.0998%
2	3733 -109	240 4TH ST	\$ 478.24	0.0160%
2	3733 -110	245 5TH ST #301	\$ 436.22	0.0146%
2	3733 -111	245 5TH ST #302	\$ 436.85	0.0146%
2	3733 -112	245 5TH ST #303	\$ 436.85	0.0146%
2	3733 -113	245 5TH ST #304	\$ 436.85	0.0146%
2	3733 -114	245 5TH ST #305	\$ 436.85	0.0146%
2	3733 -115	245 5TH ST #306	\$ 436.85	0.0146%
2	3733 -116	245 5TH ST #307	\$ 436.85	0.0146%
2	3733 -117	245 5TH ST #308	\$ 436.85	0.0146%
2	3733 -118	245 5TH ST #309	\$ 436.85	0.0146%
2	3733 -119	245 5TH ST #310	\$ 436.85	0.0146%
2	3733 -120	245 5TH ST #311	\$ 436.85	0.0146%
2	3733 -121	245 5TH ST #312	\$ 435.58	0.0146%
2	3733 -122	245 5TH ST #313	\$ 433.98	0.0145%
2	3733 -123	245 5TH ST #314	\$ 438.13	0.0146%
2	3733 -124	245 5TH ST #101	\$ 439.41	0.0147%
2	3733 -125	245 5TH ST #102	\$ 439.41	0.0147%
2	3733 -126	245 5TH ST #103	\$ 439.41	0.0147%
2	3733 -127	245 5TH ST #104	\$ 439.41	0.0147%
2	3733 -128	245 5TH ST #105	\$ 439.41	0.0147%
2	3733 -129	245 5TH ST #106	\$ 439.41	0.0147%
2	3733 -130	245 5TH ST #107	\$ 439.41	0.0147%
2	3733 -131	245 5TH ST #108	\$ 439.41	0.0147%
2	3733 -132	245 5TH ST #109	\$ 439.41	0.0147%
2	3733 -133	245 5TH ST #110	\$ 439.41	0.0147%
2	3733 -134	245 5TH ST #111	\$ 125.60	0.0042%
2	3733 -135	245 5TH ST #201	\$ 433.67	0.0145%
2	3733 -136	245 5TH ST #202	\$ 435.58	0.0146%
2	3733 -137	357 TEHAMA ST #1	\$ 416.51	0.0139%
2	3733 -138	357 TEHAMA ST #2	\$ 442.66	0.0148%
2	3733 -139	357 TEHAMA ST #3	\$ 442.66	0.0148%
2	3733 -140	357 TEHAMA ST #4	\$ 443.62	0.0148%
2	3733 -141	8 GALLAGHER ST	\$ 1,693.15	0.0566%
2	3733 -142	6 GALLAGHER ST	\$ 1,700.48	0.0568%
2	3733 -145	860 FOLSOM ST #A	\$ 309.88	0.0104%
2	3733 -146	860 FOLSOM ST #B	\$ 251.60	0.0084%
2	3733 -147	860 FOLSOM ST #C	\$ 267.55	0.0089%
2	3733 -148	826 FOLSOM ST	\$ 353.51	0.0118%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3733 -149	826 FOLSOM ST #1	\$ 270.83	0.0091%
2	3733 -150	826 FOLSOM ST #2	\$ 271.79	0.0091%
2	3733 -151	826 FOLSOM ST #3	\$ 270.83	0.0091%
2	3733 -152	826 FOLSOM ST #4	\$ 271.15	0.0091%
2	3733 -153	826 FOLSOM ST #5	\$ 269.55	0.0090%
2	3733 -154	826 FOLSOM ST #6	\$ 269.23	0.0090%
2	3733 -155	826 FOLSOM ST #7	\$ 268.92	0.0090%
2	3733 -156	826 FOLSOM ST #8	\$ 269.23	0.0090%
2	3733 -157	826 FOLSOM ST #9	\$ 269.55	0.0090%
2	3733 -158	826 FOLSOM ST #10	\$ 268.60	0.0090%
2	3733 -159	328 TEHAMA ST	\$ 659.64	0.0220%
2	3733 -160	825 HOWARD ST	\$ 517.33	0.0173%
2	3733 -161	320 CLEMENTINA ST	\$ 4,783.34	0.1599%
2	3733 -171	801 HOWARD ST	\$ 1,283.33	0.0429%
2	3733 -172	801 HOWARD ST #B	\$ 813.37	0.0272%
2	3733 -173	801 HOWARD ST #C	\$ 803.58	0.0269%
2	3733 -174	801 HOWARD ST #D	\$ 799.19	0.0267%
1	3734 -091	701-799 HOWARD ST	\$ 155,247.23	5.1892%
2	3735 -005	631 HOWARD ST	\$ 6,963.64	0.2328%
2	3735 -008	606 FOLSOM ST	\$ 7,184.70	0.2402%
2	3735 -009	608 FOLSOM ST	\$ 2,071.10	0.0692%
2	3735 -010	620 FOLSOM ST	\$ 5,600.99	0.1872%
2	3735 -012	95 HAWTHORNE ST	\$ 11,117.18	0.3716%
2	3735 -013	666 FOLSOM ST	\$ 26,264.38	0.8779%
2	3735 -014	682 FOLSOM ST	\$ 3,752.00	0.1254%
2	3735 -015	690-694 FOLSOM ST	\$ 9,755.20	0.3261%
2	3735 -016	265 3RD ST	\$ 4,127.20	0.1380%
2	3735 -017	50 HAWTHORNE ST	\$ 15,469.12	0.5171%
2	3735 -039	667 HOWARD ST	\$ 1,996.06	0.0667%
2	3735 -040	661-663 HOWARD ST	\$ 3,682.96	0.1231%
2	3735 -041	657 HOWARD ST	\$ 7,399.32	0.2473%
2	3735 -042	651 HOWARD ST	\$ 4,678.37	0.1564%
2	3735 -046	55 HAWTHORNE ST	\$ 7,731.00	0.2584%
2	3735 -050	633-639 HOWARD ST	\$ 2,032.08	0.0679%
2	3735 -055	240 2ND ST	\$ 11,332.65	0.3788%
2	3735 -059	201 3RD ST	\$ 18,985.12	0.6346%
2	3735 -060	247 - 255 3RD ST	\$ 27,291.30	0.9122%
2	3735 -062	75 HAWTHORNE ST	\$ 10,067.85	0.3365%
2	3735 -063	222 2ND ST	\$ 17,071.60	0.5706%
2	3735 -065	246 2ND ST	\$ 52.72	0.0018%
2	3735 -066	246 2ND ST #1	\$ 127.01	0.0042%
2	3735 -067	246 2ND ST #2	\$ 67.72	0.0023%
2	3735 -068	246 2ND ST #501	\$ 53.10	0.0018%
2	3735 -069	246 2ND ST #502	\$ 57.25	0.0019%
2	3735 -070	246 2ND ST #503	\$ 58.84	0.0020%
2	3735 -071	246 2ND ST #504	\$ 53.10	0.0018%
2	3735 -072	246 2ND ST #505	\$ 53.10	0.0018%
2	3735 -073	246 2ND ST #506	\$ 58.84	0.0020%
2	3735 -074	246 2ND ST #507	\$ 57.25	0.0019%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3735 -075	246 2ND ST #508	\$ 53.10	0.0018%
2	3735 -076	246 2ND ST #601	\$ 53.42	0.0018%
2	3735 -077	246 2ND ST #602	\$ 58.20	0.0019%
2	3735 -078	246 2ND ST #603	\$ 58.84	0.0020%
2	3735 -079	246 2ND ST #604	\$ 53.10	0.0018%
2	3735 -080	246 2ND ST #605	\$ 53.10	0.0018%
2	3735 -081	246 2ND ST #606	\$ 58.84	0.0020%
2	3735 -082	246 2ND ST #607	\$ 58.20	0.0019%
2	3735 -083	246 2ND ST #608	\$ 53.42	0.0018%
2	3735 -084	246 2ND ST #701	\$ 53.42	0.0018%
2	3735 -085	246 2ND ST #702	\$ 58.20	0.0019%
2	3735 -086	246 2ND ST #703	\$ 58.84	0.0020%
2	3735 -087	246 2ND ST #704	\$ 53.10	0.0018%
2	3735 -088	246 2ND ST #705	\$ 53.10	0.0018%
2	3735 -089	246 2ND ST #706	\$ 58.84	0.0020%
2	3735 -090	246 2ND ST #707	\$ 58.20	0.0019%
2	3735 -091	246 2ND ST #708	\$ 53.42	0.0018%
2	3735 -092	246 2ND ST #801	\$ 53.42	0.0018%
2	3735 -093	246 2ND ST #802	\$ 58.20	0.0019%
2	3735 -094	246 2ND ST #803	\$ 58.84	0.0020%
2	3735 -095	246 2ND ST #804	\$ 53.10	0.0018%
2	3735 -096	246 2ND ST #805	\$ 53.10	0.0018%
2	3735 -097	246 2ND ST #806	\$ 58.84	0.0020%
2	3735 -098	246 2ND ST #807	\$ 58.20	0.0019%
2	3735 -099	246 2ND ST #808	\$ 53.42	0.0018%
2	3735 -100	246 2ND ST #901	\$ 53.42	0.0018%
2	3735 -101	246 2ND ST #902	\$ 58.20	0.0019%
2	3735 -102	246 2ND ST #903	\$ 58.84	0.0020%
2	3735 -103	246 2ND ST #904	\$ 53.10	0.0018%
2	3735 -104	246 2ND ST #905	\$ 53.10	0.0018%
2	3735 -105	246 2ND ST #906	\$ 58.84	0.0020%
2	3735 -106	246 2ND ST #907	\$ 58.20	0.0019%
2	3735 -107	246 2ND ST #908	\$ 53.42	0.0018%
2	3735 -108	246 2ND ST #1001	\$ 53.42	0.0018%
2	3735 -109	246 2ND ST #1002	\$ 58.20	0.0019%
2	3735 -110	246 2ND ST #1003	\$ 58.84	0.0020%
2	3735 -111	246 2ND ST #1004	\$ 53.10	0.0018%
2	3735 -112	246 2ND ST #1005	\$ 53.10	0.0018%
2	3735 -113	246 2ND ST #1006	\$ 58.84	0.0020%
2	3735 -114	246 2ND ST #1007	\$ 58.20	0.0019%
2	3735 -115	246 2ND ST #1008	\$ 53.42	0.0018%
2	3735 -116	246 2ND ST #1101	\$ 53.42	0.0018%
2	3735 -117	246 2ND ST #1102	\$ 58.52	0.0020%
2	3735 -118	246 2ND ST #1103	\$ 58.84	0.0020%
2	3735 -119	246 2ND ST #1104	\$ 53.10	0.0018%
2	3735 -120	246 2ND ST #1105	\$ 53.10	0.0018%
2	3735 -121	246 2ND ST #1106	\$ 58.84	0.0020%
2	3735 -122	246 2ND ST #1107	\$ 58.20	0.0019%
2	3735 -123	246 2ND ST #1108	\$ 53.42	0.0018%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3735 -124	246 2ND ST #1201	\$ 53.42	0.0018%
2	3735 -125	246 2ND ST #1202	\$ 58.20	0.0019%
2	3735 -126	246 2ND ST #1203	\$ 58.84	0.0020%
2	3735 -127	246 2ND ST #1204	\$ 53.10	0.0018%
2	3735 -128	246 2ND ST #1205	\$ 53.10	0.0018%
2	3735 -129	246 2ND ST #1206	\$ 58.84	0.0020%
2	3735 -130	246 2ND ST #1207	\$ 58.20	0.0019%
2	3735 -131	246 2ND ST #1208	\$ 53.42	0.0018%
2	3735 -132	246 2ND ST #1301	\$ 53.42	0.0018%
2	3735 -133	246 2ND ST #1302	\$ 58.20	0.0019%
2	3735 -134	246 2ND ST #1303	\$ 58.84	0.0020%
2	3735 -135	246 2ND ST #1304	\$ 53.10	0.0018%
2	3735 -136	246 2ND ST #1305	\$ 53.10	0.0018%
2	3735 -137	246 2ND ST #1306	\$ 58.84	0.0020%
2	3735 -138	246 2ND ST #1307	\$ 58.20	0.0019%
2	3735 -139	246 2ND ST #1308	\$ 53.42	0.0018%
2	3735 -140	246 2ND ST #1401	\$ 53.42	0.0018%
2	3735 -141	246 2ND ST #1402	\$ 58.20	0.0019%
2	3735 -142	246 2ND ST #1403	\$ 58.84	0.0020%
2	3735 -143	246 2ND ST #1404	\$ 53.10	0.0018%
2	3735 -144	246 2ND ST #1405	\$ 53.10	0.0018%
2	3735 -145	246 2ND ST #1406	\$ 58.84	0.0020%
2	3735 -146	246 2ND ST #1407	\$ 58.20	0.0019%
2	3735 -147	246 2ND ST #1408	\$ 53.42	0.0018%
2	3735 -148	246 2ND ST #1501	\$ 61.71	0.0021%
2	3735 -149	246 2ND ST #1502	\$ 63.62	0.0021%
2	3735 -150	246 2ND ST #1503	\$ 61.71	0.0021%
2	3735 -151	246 2ND ST #1504	\$ 62.99	0.0021%
2	3735 -152	246 2ND ST #1601	\$ 61.71	0.0021%
2	3735 -153	246 2ND ST #1602	\$ 63.62	0.0021%
2	3735 -154	246 2ND ST #1603	\$ 61.71	0.0021%
2	3735 -155	246 2ND ST #1604	\$ 62.99	0.0021%
2	3735 -156	246 2ND ST #1701	\$ 60.75	0.0020%
2	3735 -157	246 2ND ST #1702	\$ 63.31	0.0021%
2	3735 -158	246 2ND ST #1703	\$ 61.39	0.0021%
2	3735 -159	246 2ND ST #1704	\$ 62.03	0.0021%
2	3735A-001	1 HAWTHORNE ST #C1	\$ 89.41	0.0030%
2	3735A-002	1 HAWTHORNE ST #2C	\$ 53.67	0.0018%
2	3735A-003	1 HAWTHORNE ST #2D	\$ 53.67	0.0018%
2	3735A-004	1 HAWTHORNE ST #2E	\$ 53.35	0.0018%
2	3735A-005	1 HAWTHORNE ST #2F	\$ 49.21	0.0016%
2	3735A-006	1 HAWTHORNE ST #2G	\$ 53.67	0.0018%
2	3735A-007	1 HAWTHORNE ST #2H	\$ 60.37	0.0020%
2	3735A-008	1 HAWTHORNE ST #2J	\$ 53.03	0.0018%
2	3735A-009	1 HAWTHORNE ST #3A	\$ 53.67	0.0018%
2	3735A-010	1 HAWTHORNE ST #3B	\$ 49.53	0.0017%
2	3735A-011	1 HAWTHORNE ST #3C	\$ 53.67	0.0018%
2	3735A-012	1 HAWTHORNE ST #3D	\$ 53.67	0.0018%
2	3735A-013	1 HAWTHORNE ST #3E	\$ 53.35	0.0018%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3735A-014	1 HAWTHORNE ST #3F	\$ 49.21	0.0016%
2	3735A-015	1 HAWTHORNE ST #3G	\$ 53.67	0.0018%
2	3735A-016	1 HAWTHORNE ST #3H	\$ 60.37	0.0020%
2	3735A-017	1 HAWTHORNE ST #3J	\$ 59.09	0.0020%
2	3735A-018	1 HAWTHORNE ST #4A	\$ 53.67	0.0018%
2	3735A-019	1 HAWTHORNE ST #4B	\$ 49.53	0.0017%
2	3735A-020	1 HAWTHORNE ST #4C	\$ 53.35	0.0018%
2	3735A-021	1 HAWTHORNE ST #4D	\$ 53.35	0.0018%
2	3735A-022	1 HAWTHORNE ST #4E	\$ 53.03	0.0018%
2	3735A-023	1 HAWTHORNE ST #4F	\$ 49.21	0.0016%
2	3735A-024	1 HAWTHORNE ST #4G	\$ 53.67	0.0018%
2	3735A-025	1 HAWTHORNE ST #4H	\$ 60.37	0.0020%
2	3735A-026	1 HAWTHORNE ST #4J	\$ 58.78	0.0020%
2	3735A-027	1 HAWTHORNE ST #5A	\$ 53.67	0.0018%
2	3735A-028	1 HAWTHORNE ST #5B	\$ 49.53	0.0017%
2	3735A-029	1 HAWTHORNE ST #5C	\$ 53.67	0.0018%
2	3735A-030	1 HAWTHORNE ST #5D	\$ 53.67	0.0018%
2	3735A-031	1 HAWTHORNE ST #5E	\$ 53.35	0.0018%
2	3735A-032	1 HAWTHORNE ST #5F	\$ 49.21	0.0016%
2	3735A-033	1 HAWTHORNE ST #5G	\$ 53.67	0.0018%
2	3735A-034	1 HAWTHORNE ST #5H	\$ 60.69	0.0020%
2	3735A-035	1 HAWTHORNE ST #5J	\$ 58.78	0.0020%
2	3735A-036	1 HAWTHORNE ST #6A	\$ 53.67	0.0018%
2	3735A-037	1 HAWTHORNE ST #6B	\$ 49.53	0.0017%
2	3735A-038	1 HAWTHORNE ST #6C	\$ 53.67	0.0018%
2	3735A-039	1 HAWTHORNE ST #6D	\$ 53.67	0.0018%
2	3735A-040	1 HAWTHORNE ST #6E	\$ 53.35	0.0018%
2	3735A-041	1 HAWTHORNE ST #6F	\$ 49.21	0.0016%
2	3735A-042	1 HAWTHORNE ST #6G	\$ 53.67	0.0018%
2	3735A-043	1 HAWTHORNE ST #6H	\$ 60.69	0.0020%
2	3735A-044	1 HAWTHORNE ST #6J	\$ 58.78	0.0020%
2	3735A-045	1 HAWTHORNE ST #7A	\$ 54.63	0.0018%
2	3735A-046	1 HAWTHORNE ST #7B	\$ 49.85	0.0017%
2	3735A-047	1 HAWTHORNE ST #7C	\$ 53.67	0.0018%
2	3735A-048	1 HAWTHORNE ST #7D	\$ 53.67	0.0018%
2	3735A-049	1 HAWTHORNE ST #7E	\$ 53.35	0.0018%
2	3735A-050	1 HAWTHORNE ST #7F	\$ 49.21	0.0016%
2	3735A-051	1 HAWTHORNE ST #7G	\$ 53.99	0.0018%
2	3735A-052	1 HAWTHORNE ST #7H	\$ 60.37	0.0020%
2	3735A-053	1 HAWTHORNE ST #7J	\$ 58.78	0.0020%
2	3735A-054	1 HAWTHORNE ST #8A	\$ 54.63	0.0018%
2	3735A-055	1 HAWTHORNE ST #8B	\$ 49.85	0.0017%
2	3735A-056	1 HAWTHORNE ST #8C	\$ 53.67	0.0018%
2	3735A-057	1 HAWTHORNE ST #8D	\$ 53.67	0.0018%
2	3735A-058	1 HAWTHORNE ST #8E	\$ 53.35	0.0018%
2	3735A-059	1 HAWTHORNE ST #8F	\$ 49.21	0.0016%
2	3735A-060	1 HAWTHORNE ST #8G	\$ 53.67	0.0018%
2	3735A-061	1 HAWTHORNE ST #8H	\$ 60.37	0.0020%
2	3735A-062	1 HAWTHORNE ST #8J	\$ 58.78	0.0020%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3735A-063	1 HAWTHORNE ST #9A	\$ 54.63	0.0018%
2	3735A-064	1 HAWTHORNE ST #9B	\$ 49.85	0.0017%
2	3735A-065	1 HAWTHORNE ST #9C	\$ 59.41	0.0020%
2	3735A-066	1 HAWTHORNE ST #9D	\$ 53.67	0.0018%
2	3735A-067	1 HAWTHORNE ST #9E	\$ 58.78	0.0020%
2	3735A-068	1 HAWTHORNE ST #9F	\$ 59.73	0.0020%
2	3735A-069	1 HAWTHORNE ST #9G	\$ 54.31	0.0018%
2	3735A-070	1 HAWTHORNE ST #10A	\$ 54.63	0.0018%
2	3735A-071	1 HAWTHORNE ST #10B	\$ 49.85	0.0017%
2	3735A-072	1 HAWTHORNE ST #10C	\$ 59.41	0.0020%
2	3735A-073	1 HAWTHORNE ST #10D	\$ 53.67	0.0018%
2	3735A-074	1 HAWTHORNE ST #10E	\$ 58.78	0.0020%
2	3735A-075	1 HAWTHORNE ST #10F	\$ 60.37	0.0020%
2	3735A-076	1 HAWTHORNE ST #10G	\$ 54.63	0.0018%
2	3735A-077	1 HAWTHORNE ST #11A	\$ 54.63	0.0018%
2	3735A-078	1 HAWTHORNE ST #11B	\$ 49.85	0.0017%
2	3735A-079	1 HAWTHORNE ST #11C	\$ 59.73	0.0020%
2	3735A-080	1 HAWTHORNE ST #11D	\$ 53.67	0.0018%
2	3735A-081	1 HAWTHORNE ST #11E	\$ 58.78	0.0020%
2	3735A-082	1 HAWTHORNE ST #11E	\$ 60.37	0.0020%
2	3735A-083	1 HAWTHORNE ST #11G	\$ 54.63	0.0018%
2	3735A-084	1 HAWTHORNE ST #12A	\$ 54.31	0.0018%
2	3735A-085	1 HAWTHORNE ST #12B	\$ 49.85	0.0017%
2	3735A-086	1 HAWTHORNE ST #12C	\$ 59.73	0.0020%
2	3735A-087	1 HAWTHORNE ST #12D	\$ 53.67	0.0018%
2	3735A-088	1 HAWTHORNE ST #12E	\$ 58.78	0.0020%
2	3735A-089	1 HAWTHORNE ST #12F	\$ 60.37	0.0020%
2	3735A-090	1 HAWTHORNE ST #12G	\$ 54.95	0.0018%
2	3735A-091	1 HAWTHORNE ST #14A	\$ 54.31	0.0018%
2	3735A-092	1 HAWTHORNE ST #14B	\$ 49.85	0.0017%
2	3735A-093	1 HAWTHORNE ST #14C	\$ 59.73	0.0020%
2	3735A-094	1 HAWTHORNE ST #14D	\$ 53.67	0.0018%
2	3735A-095	1 HAWTHORNE ST #14E	\$ 58.78	0.0020%
2	3735A-096	1 HAWTHORNE ST #14F	\$ 60.37	0.0020%
2	3735A-097	1 HAWTHORNE ST #14G	\$ 54.95	0.0018%
2	3735A-098	1 HAWTHORNE ST #15A	\$ 54.31	0.0018%
2	3735A-099	1 HAWTHORNE ST #15B	\$ 49.85	0.0017%
2	3735A-100	1 HAWTHORNE ST #15C	\$ 59.73	0.0020%
2	3735A-101	1 HAWTHORNE ST #15D	\$ 53.67	0.0018%
2	3735A-102	1 HAWTHORNE ST #15E	\$ 58.78	0.0020%
2	3735A-103	1 HAWTHORNE ST #15F	\$ 60.37	0.0020%
2	3735A-104	1 HAWTHORNE ST #15G	\$ 54.31	0.0018%
2	3735A-105	1 HAWTHORNE ST #16A	\$ 54.31	0.0018%
2	3735A-106	1 HAWTHORNE ST #16B	\$ 49.85	0.0017%
2	3735A-107	1 HAWTHORNE ST #16C	\$ 59.73	0.0020%
2	3735A-108	1 HAWTHORNE ST #16D	\$ 53.67	0.0018%
2	3735A-109	1 HAWTHORNE ST #16E	\$ 58.78	0.0020%
2	3735A-110	1 HAWTHORNE ST #16F	\$ 60.37	0.0020%
2	3735A-111	1 HAWTHORNE ST #16G	\$ 54.95	0.0018%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3735A-112	1 HAWTHORNE ST #17A	\$ 54.31	0.0018%
2	3735A-113	1 HAWTHORNE ST #17B	\$ 49.85	0.0017%
2	3735A-114	1 HAWTHORNE ST #17C	\$ 59.73	0.0020%
2	3735A-115	1 HAWTHORNE ST #17D	\$ 53.67	0.0018%
2	3735A-116	1 HAWTHORNE ST #17E	\$ 58.78	0.0020%
2	3735A-117	1 HAWTHORNE ST #17F	\$ 60.37	0.0020%
2	3735A-118	1 HAWTHORNE ST #17G	\$ 54.95	0.0018%
2	3735A-119	1 HAWTHORNE ST #18A	\$ 54.31	0.0018%
2	3735A-120	1 HAWTHORNE ST #18B	\$ 49.85	0.0017%
2	3735A-121	1 HAWTHORNE ST #18C	\$ 59.73	0.0020%
2	3735A-122	1 HAWTHORNE ST #18D	\$ 53.67	0.0018%
2	3735A-123	1 HAWTHORNE ST #18E	\$ 58.78	0.0020%
2	3735A-124	1 HAWTHORNE ST #18F	\$ 60.37	0.0020%
2	3735A-125	1 HAWTHORNE ST #18G	\$ 54.95	0.0018%
2	3735A-126	1 HAWTHORNE ST #19A	\$ 54.31	0.0018%
2	3735A-127	1 HAWTHORNE ST #19B	\$ 49.85	0.0017%
2	3735A-128	1 HAWTHORNE ST #19C	\$ 59.73	0.0020%
2	3735A-129	1 HAWTHORNE ST #19D	\$ 53.67	0.0018%
2	3735A-130	1 HAWTHORNE ST #19E	\$ 58.78	0.0020%
2	3735A-131	1 HAWTHORNE ST #19F	\$ 60.37	0.0020%
2	3735A-132	1 HAWTHORNE ST #19G	\$ 54.95	0.0018%
2	3735A-133	1 HAWTHORNE ST #20A	\$ 54.31	0.0018%
2	3735A-134	1 HAWTHORNE ST #20B	\$ 49.85	0.0017%
2	3735A-135	1 HAWTHORNE ST #20C	\$ 59.73	0.0020%
2	3735A-136	1 HAWTHORNE ST #20D	\$ 53.67	0.0018%
2	3735A-137	1 HAWTHORNE ST #20E	\$ 58.78	0.0020%
2	3735A-138	1 HAWTHORNE ST #20F	\$ 60.37	0.0020%
2	3735A-139	1 HAWTHORNE ST #20G	\$ 54.95	0.0018%
2	3735A-140	1 HAWTHORNE ST #21A	\$ 54.31	0.0018%
2	3735A-141	1 HAWTHORNE ST #21B	\$ 49.85	0.0017%
2	3735A-142	1 HAWTHORNE ST #21C	\$ 59.73	0.0020%
2	3735A-143	1 HAWTHORNE ST #21D	\$ 53.67	0.0018%
2	3735A-144	1 HAWTHORNE ST #21E	\$ 58.78	0.0020%
2	3735A-145	1 HAWTHORNE ST #21F	\$ 60.37	0.0020%
2	3735A-146	1 HAWTHORNE ST #21G	\$ 54.95	0.0018%
2	3735A-147	1 HAWTHORNE ST #22A	\$ 62.60	0.0021%
2	3735A-148	1 HAWTHORNE ST #22C	\$ 59.73	0.0020%
2	3735A-149	1 HAWTHORNE ST #22D	\$ 53.67	0.0018%
2	3735A-150	1 HAWTHORNE ST #22E	\$ 58.78	0.0020%
2	3735A-151	1 HAWTHORNE ST #22F	\$ 60.37	0.0020%
2	3735A-152	1 HAWTHORNE ST #22G	\$ 54.95	0.0018%
2	3735A-153	1 HAWTHORNE ST #23A	\$ 62.60	0.0021%
2	3735A-154	1 HAWTHORNE ST #23C	\$ 59.73	0.0020%
2	3735A-155	1 HAWTHORNE ST #23D	\$ 53.67	0.0018%
2	3735A-156	1 HAWTHORNE ST #23E	\$ 58.78	0.0020%
2	3735A-157	1 HAWTHORNE ST #23F	\$ 60.37	0.0020%
2	3735A-158	1 HAWTHORNE ST #23G	\$ 54.95	0.0018%
2	3735A-159	1 HAWTHORNE ST #24A	\$ 62.92	0.0021%
2	3735A-160	1 HAWTHORNE ST #24B	\$ 67.70	0.0023%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3735A-161	1 HAWTHORNE ST #24C	\$ 68.02	0.0023%
2	3735A-162	1 HAWTHORNE ST #24D	\$ 67.70	0.0023%
2	3735A-163	1 HAWTHORNE ST #25A	\$ 62.92	0.0021%
2	3735A-164	1 HAWTHORNE ST #25B	\$ 67.70	0.0023%
2	3735A-165	1 HAWTHORNE ST #25C	\$ 68.02	0.0023%
2	3735A-166	1 HAWTHORNE ST #25D	\$ 67.70	0.0023%
2	3750 -003	350 2ND ST	\$ 12,512.92	0.4183%
2	3750 -008	642 HARRISON ST	\$ 10,024.22	0.3351%
2	3750 -009	650 HARRISON ST	\$ 7,780.52	0.2601%
2	3750 -013	674 HARRISON ST	\$ 2,848.52	0.0952%
2	3750 -050	655-659 FOLSOM ST	\$ 6,475.20	0.2164%
2	3750 -054	132-140 HAWTHORNE ST	\$ 3,973.67	0.1328%
2	3750 -073	600 HARRISON ST	\$ 20,409.38	0.6822%
2	3750 -078	126 HAWTHORNE ST	\$ 1,529.69	0.0511%
2	3750 -081	667 FOLSOM ST	\$ 3,464.60	0.1158%
2	3750 -082	120 HAWTHORNE ST	\$ 2,078.23	0.0695%
2	3750 -086	395 3RD ST	\$ 2,653.72	0.0887%
2	3750 -087	611 FOLSOM ST	\$ 26,115.42	0.8729%
2	3750 -089	339-349 SAINT FRANCIS PL	\$ 35,716.49	1.1938%
2	3750 -091	633 FOLSOM ST	\$ 17,953.32	0.6001%
2	3750 -515	77 DOW PL #100	\$ 58.68	0.0020%
2	3750 -516	77 DOW PL #102	\$ 52.94	0.0018%
2	3750 -517	77 DOW PL #103	\$ 54.22	0.0018%
2	3750 -518	77 DOW PL #104	\$ 51.67	0.0017%
2	3750 -519	77 DOW PL #105	\$ 50.39	0.0017%
2	3750 -520	77 DOW PL #106	\$ 53.90	0.0018%
2	3750 -521	77 DOW PL #107	\$ 51.67	0.0017%
2	3750 -522	77 DOW PL #108	\$ 51.35	0.0017%
2	3750 -523	77 DOW PL #109	\$ 52.62	0.0018%
2	3750 -524	77 DOW PL #110	\$ 52.94	0.0018%
2	3750 -525	77 DOW PL #111	\$ 53.26	0.0018%
2	3750 -526	77 DOW PL #300	\$ 51.98	0.0017%
2	3750 -527	77 DOW PL #301	\$ 51.03	0.0017%
2	3750 -528	77 DOW PL #302	\$ 53.26	0.0018%
2	3750 -529	77 DOW PL #303	\$ 52.94	0.0018%
2	3750 -530	77 DOW PL #304	\$ 51.67	0.0017%
2	3750 -531	77 DOW PL #305	\$ 50.39	0.0017%
2	3750 -532	77 DOW PL #306	\$ 53.90	0.0018%
2	3750 -533	77 DOW PL #307	\$ 51.67	0.0017%
2	3750 -534	77 DOW PL #308	\$ 51.35	0.0017%
2	3750 -535	77 DOW PL #309	\$ 52.62	0.0018%
2	3750 -536	77 DOW PL #310	\$ 52.94	0.0018%
2	3750 -537	77 DOW PL #311	\$ 54.54	0.0018%
2	3750 -538	77 DOW PL #500	\$ 51.98	0.0017%
2	3750 -539	77 DOW PL #501	\$ 51.03	0.0017%
2	3750 -540	77 DOW PL #502	\$ 53.26	0.0018%
2	3750 -541	77 DOW PL #503	\$ 52.94	0.0018%
2	3750 -542	77 DOW PL #504	\$ 51.67	0.0017%
2	3750 -543	77 DOW PL #505	\$ 50.39	0.0017%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3750-544	77 DOW PL #506	\$ 53.90	0.0018%
2	3750-545	77 DOW PL #507	\$ 51.67	0.0017%
2	3750-546	77 DOW PL #508	\$ 51.35	0.0017%
2	3750-547	77 DOW PL #509	\$ 52.62	0.0018%
2	3750-548	77 DOW PL #510	\$ 52.94	0.0018%
2	3750-549	77 DOW PL #511	\$ 54.54	0.0018%
2	3750-550	77 DOW PL #700	\$ 51.98	0.0017%
2	3750-551	77 DOW PL #701	\$ 51.03	0.0017%
2	3750-552	77 DOW PL #702	\$ 53.26	0.0018%
2	3750-553	77 DOW PL #703	\$ 52.94	0.0018%
2	3750-554	77 DOW PL #704	\$ 51.67	0.0017%
2	3750-555	77 DOW PL #705	\$ 50.39	0.0017%
2	3750-556	77 DOW PL #706	\$ 53.90	0.0018%
2	3750-557	77 DOW PL #707	\$ 51.67	0.0017%
2	3750-558	77 DOW PL #708	\$ 51.35	0.0017%
2	3750-559	77 DOW PL #709	\$ 52.62	0.0018%
2	3750-560	77 DOW PL #710	\$ 52.94	0.0018%
2	3750-561	77 DOW PL #711	\$ 54.54	0.0018%
2	3750-562	77 DOW PL #900	\$ 49.75	0.0017%
2	3750-563	77 DOW PL #901	\$ 51.03	0.0017%
2	3750-564	77 DOW PL #902	\$ 53.26	0.0018%
2	3750-565	77 DOW PL #903	\$ 52.94	0.0018%
2	3750-566	77 DOW PL #904	\$ 51.67	0.0017%
2	3750-567	77 DOW PL #905	\$ 48.48	0.0016%
2	3750-568	77 DOW PL #906	\$ 50.71	0.0017%
2	3750-569	77 DOW PL #907	\$ 51.67	0.0017%
2	3750-570	77 DOW PL #908	\$ 51.35	0.0017%
2	3750-571	77 DOW PL #909	\$ 52.62	0.0018%
2	3750-572	77 DOW PL #910	\$ 52.62	0.0018%
2	3750-573	77 DOW PL #911	\$ 51.03	0.0017%
2	3750-574	77 DOW PL #1100	\$ 49.75	0.0017%
2	3750-575	77 DOW PL #1101	\$ 51.03	0.0017%
2	3750-576	77 DOW PL #1102	\$ 53.26	0.0018%
2	3750-577	77 DOW PL #1103	\$ 52.94	0.0018%
2	3750-578	77 DOW PL #1104	\$ 51.67	0.0017%
2	3750-579	77 DOW PL #1105	\$ 48.48	0.0016%
2	3750-580	77 DOW PL #1106	\$ 50.71	0.0017%
2	3750-581	77 DOW PL #1107	\$ 51.67	0.0017%
2	3750-582	77 DOW PL #1108	\$ 51.35	0.0017%
2	3750-583	77 DOW PL #1109	\$ 52.62	0.0018%
2	3750-584	77 DOW PL #1110	\$ 52.62	0.0018%
2	3750-585	77 DOW PL #1111	\$ 51.03	0.0017%
2	3750-586	77 DOW PL #1300	\$ 49.75	0.0017%
2	3750-587	77 DOW PL #1301	\$ 51.03	0.0017%
2	3750-588	77 DOW PL #1302	\$ 53.26	0.0018%
2	3750-589	77 DOW PL #1303	\$ 52.94	0.0018%
2	3750-590	77 DOW PL #1304	\$ 51.67	0.0017%
2	3750-591	77 DOW PL #1305	\$ 48.48	0.0016%
2	3750-592	77 DOW PL #1306	\$ 50.71	0.0017%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3750-593	77 DOW PL #1307	\$ 51.67	0.0017%
2	3750-594	77 DOW PL #1308	\$ 51.35	0.0017%
2	3750-595	77 DOW PL #1309	\$ 52.62	0.0018%
2	3750-596	77 DOW PL #1310	\$ 52.62	0.0018%
2	3750-597	77 DOW PL #1311	\$ 51.03	0.0017%
2	3750-598	77 DOW PL #1312	\$ 59.96	0.0020%
2	3750-600	631 FOLSOM ST	\$ 479.54	0.0160%
2	3750-601	631 FOLSOM ST #00A	\$ 88.21	0.0029%
2	3750-602	631 FOLSOM ST #00B	\$ 85.21	0.0028%
2	3750-603	631 FOLSOM ST #02A	\$ 70.51	0.0024%
2	3750-604	631 FOLSOM ST #02B	\$ 69.55	0.0023%
2	3750-605	631 FOLSOM ST #02C	\$ 69.87	0.0023%
2	3750-606	631 FOLSOM ST #02D	\$ 71.79	0.0024%
2	3750-607	631 FOLSOM ST #02E	\$ 67.64	0.0023%
2	3750-608	631 FOLSOM ST #02F	\$ 71.47	0.0024%
2	3750-609	631 FOLSOM ST #03A	\$ 70.51	0.0024%
2	3750-610	631 FOLSOM ST #03B	\$ 69.55	0.0023%
2	3750-611	631 FOLSOM ST #03C	\$ 69.55	0.0023%
2	3750-612	631 FOLSOM ST #03D	\$ 71.79	0.0024%
2	3750-613	631 FOLSOM ST #03E	\$ 67.64	0.0023%
2	3750-614	631 FOLSOM ST #03F	\$ 71.47	0.0024%
2	3750-615	631 FOLSOM ST #04A	\$ 70.51	0.0024%
2	3750-616	631 FOLSOM ST #04B	\$ 69.55	0.0023%
2	3750-617	631 FOLSOM ST #04C	\$ 69.55	0.0023%
2	3750-618	631 FOLSOM ST #04D	\$ 71.79	0.0024%
2	3750-619	631 FOLSOM ST #04E	\$ 67.64	0.0023%
2	3750-620	631 FOLSOM ST #04F	\$ 71.47	0.0024%
2	3750-621	631 FOLSOM ST #05A	\$ 70.51	0.0024%
2	3750-622	631 FOLSOM ST #05B	\$ 69.55	0.0023%
2	3750-623	631 FOLSOM ST #05C	\$ 69.55	0.0023%
2	3750-624	631 FOLSOM ST #05D	\$ 71.79	0.0024%
2	3750-625	631 FOLSOM ST #05E	\$ 67.64	0.0023%
2	3750-626	631 FOLSOM ST #05F	\$ 71.47	0.0024%
2	3750-627	631 FOLSOM ST #06A	\$ 70.51	0.0024%
2	3750-628	631 FOLSOM ST #06B	\$ 69.55	0.0023%
2	3750-629	631 FOLSOM ST #06C	\$ 69.55	0.0023%
2	3750-630	631 FOLSOM ST #06D	\$ 71.79	0.0024%
2	3750-631	631 FOLSOM ST #06E	\$ 67.64	0.0023%
2	3750-632	631 FOLSOM ST #06F	\$ 71.47	0.0024%
2	3750-633	631 FOLSOM ST #07A	\$ 70.51	0.0024%
2	3750-634	631 FOLSOM ST #07B	\$ 69.55	0.0023%
2	3750-635	631 FOLSOM ST #07C	\$ 69.55	0.0023%
2	3750-636	631 FOLSOM ST #07D	\$ 71.79	0.0024%
2	3750-637	631 FOLSOM ST #07E	\$ 67.64	0.0023%
2	3750-638	631 FOLSOM ST #07F	\$ 71.47	0.0024%
2	3750-639	631 FOLSOM ST #08A	\$ 70.51	0.0024%
2	3750-640	631 FOLSOM ST #08B	\$ 69.55	0.0023%
2	3750-641	631 FOLSOM ST #08C	\$ 69.55	0.0023%
2	3750-642	631 FOLSOM ST #08D	\$ 71.79	0.0024%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3750-643	631 FOLSOM ST #08E	\$ 67.64	0.0023%
2	3750-644	631 FOLSOM ST #08F	\$ 71.47	0.0024%
2	3750-645	631 FOLSOM ST #09A	\$ 70.51	0.0024%
2	3750-646	631 FOLSOM ST #09B	\$ 69.55	0.0023%
2	3750-647	631 FOLSOM ST #09C	\$ 69.55	0.0023%
2	3750-648	631 FOLSOM ST #09D	\$ 71.79	0.0024%
2	3750-649	631 FOLSOM ST #09E	\$ 67.64	0.0023%
2	3750-650	631 FOLSOM ST #09F	\$ 71.47	0.0024%
2	3750-651	631 FOLSOM ST #10A	\$ 70.51	0.0024%
2	3750-652	631 FOLSOM ST #10B	\$ 69.55	0.0023%
2	3750-653	631 FOLSOM ST #10C	\$ 69.55	0.0023%
2	3750-654	631 FOLSOM ST #10D	\$ 71.79	0.0024%
2	3750-655	631 FOLSOM ST #10E	\$ 67.64	0.0023%
2	3750-656	631 FOLSOM ST #10F	\$ 71.47	0.0024%
2	3750-657	631 FOLSOM ST #11A	\$ 70.51	0.0024%
2	3750-658	631 FOLSOM ST #11B	\$ 69.55	0.0023%
2	3750-659	631 FOLSOM ST #11C	\$ 69.55	0.0023%
2	3750-660	631 FOLSOM ST #11D	\$ 71.79	0.0024%
2	3750-661	631 FOLSOM ST #11E	\$ 67.64	0.0023%
2	3750-662	631 FOLSOM ST #11F	\$ 71.47	0.0024%
2	3750-663	631 FOLSOM ST #12A	\$ 70.51	0.0024%
2	3750-664	631 FOLSOM ST #12B	\$ 69.55	0.0023%
2	3750-665	631 FOLSOM ST #12C	\$ 69.55	0.0023%
2	3750-666	631 FOLSOM ST #12D	\$ 71.79	0.0024%
2	3750-667	631 FOLSOM ST #12E	\$ 67.64	0.0023%
2	3750-668	631 FOLSOM ST #12F	\$ 71.47	0.0024%
2	3750-669	631 FOLSOM ST #14A	\$ 70.51	0.0024%
2	3750-670	631 FOLSOM ST #14B	\$ 69.55	0.0023%
2	3750-671	631 FOLSOM ST #14C	\$ 69.55	0.0023%
2	3750-672	631 FOLSOM ST #14D	\$ 71.79	0.0024%
2	3750-673	631 FOLSOM ST #14E	\$ 67.64	0.0023%
2	3750-674	631 FOLSOM ST #14F	\$ 71.47	0.0024%
2	3750-675	631 FOLSOM ST #15A	\$ 70.51	0.0024%
2	3750-676	631 FOLSOM ST #15B	\$ 69.55	0.0023%
2	3750-677	631 FOLSOM ST #15C	\$ 69.55	0.0023%
2	3750-678	631 FOLSOM ST #15D	\$ 71.79	0.0024%
2	3750-679	631 FOLSOM ST #15E	\$ 67.64	0.0023%
2	3750-680	631 FOLSOM ST #15F	\$ 71.47	0.0024%
2	3750-681	631 FOLSOM ST #16A	\$ 70.51	0.0024%
2	3750-682	631 FOLSOM ST #16B	\$ 69.55	0.0023%
2	3750-683	631 FOLSOM ST #16C	\$ 69.55	0.0023%
2	3750-684	631 FOLSOM ST #16D	\$ 71.79	0.0024%
2	3750-685	631 FOLSOM ST #16E	\$ 67.64	0.0023%
2	3750-686	631 FOLSOM ST #16F	\$ 71.47	0.0024%
2	3750-687	631 FOLSOM ST #17A	\$ 70.51	0.0024%
2	3750-688	631 FOLSOM ST #17B	\$ 69.55	0.0023%
2	3750-689	631 FOLSOM ST #17C	\$ 69.55	0.0023%
2	3750-690	631 FOLSOM ST #17D	\$ 71.79	0.0024%
2	3750-691	631 FOLSOM ST #17E	\$ 67.64	0.0023%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3750-692	631 FOLSOM ST #17F	\$ 71.47	0.0024%
2	3750-693	631 FOLSOM ST #18A	\$ 70.51	0.0024%
2	3750-694	631 FOLSOM ST #18B	\$ 69.55	0.0023%
2	3750-695	631 FOLSOM ST #18C	\$ 69.55	0.0023%
2	3750-696	631 FOLSOM ST #18D	\$ 71.79	0.0024%
2	3750-697	631 FOLSOM ST #18E	\$ 67.64	0.0023%
2	3750-698	631 FOLSOM ST #18F	\$ 71.47	0.0024%
2	3750-699	631 FOLSOM ST #19A	\$ 70.51	0.0024%
2	3750-700	631 FOLSOM ST #19B	\$ 69.55	0.0023%
2	3750-701	631 FOLSOM ST #19C	\$ 69.55	0.0023%
2	3750-702	631 FOLSOM ST #19D	\$ 71.79	0.0024%
2	3750-703	631 FOLSOM ST #19E	\$ 67.64	0.0023%
2	3750-704	631 FOLSOM ST #19F	\$ 71.47	0.0024%
2	3750-705	631 FOLSOM ST #20A	\$ 70.51	0.0024%
2	3750-706	631 FOLSOM ST #20B	\$ 69.55	0.0023%
2	3750-707	631 FOLSOM ST #20C	\$ 69.55	0.0023%
2	3750-708	631 FOLSOM ST #20D	\$ 71.79	0.0024%
2	3750-709	631 FOLSOM ST #20E	\$ 67.64	0.0023%
2	3750-710	631 FOLSOM ST #20F	\$ 71.47	0.0024%
2	3750-711	631 FOLSOM ST #PHA	\$ 86.77	0.0029%
2	3750-712	631 FOLSOM ST #PHB	\$ 84.86	0.0028%
2	3750-713	631 FOLSOM ST #PHC	\$ 85.18	0.0028%
2	3750-714	631 FOLSOM ST #PHD	\$ 89.64	0.0030%
2	3750-715	631 FOLSOM ST #PHE	\$ 81.03	0.0027%
2	3750-716	631 FOLSOM ST #PHF	\$ 89.64	0.0030%
2	3751-028	744 HARRISON ST	\$ 3,988.38	0.1333%
2	3751-029	750 HARRISON ST	\$ 3,081.52	0.1030%
2	3751-033	768 HARRISON ST	\$ 1,272.68	0.0425%
2	3751-034	774 HARRISON ST	\$ 1,064.82	0.0356%
2	3751-053	37 RIZAL ST	\$ 757.15	0.0253%
2	3751-054	29 29V RIZAL ST	\$ 640.19	0.0214%
2	3751-105	765 FOLSOM ST	\$ 23,747.16	0.7938%
2	3751-112	765 FOLSOM ST	\$ 2,907.80	0.0972%
2	3751-150	760 HARRISON ST	\$ 5,826.86	0.1948%
2	3751-155	315-327 4TH ST	\$ 5,258.62	0.1758%
2	3751-157	360 3RD ST	\$ 30,701.87	1.0262%
2	3751-158	730 HARRISON ST	\$ 11,338.43	0.3790%
2	3751-161	774 HARRISON ST	\$ 1,295.94	0.0433%
2	3751-162	V CLARA ST	\$ 1,241.54	0.0415%
2	3751-165	343-345 4TH ST	\$ 8,791.69	0.2939%
2	3751-167	50 RIZAL ST	\$ 1,952.81	0.0653%
2	3751-168	50 RIZAL ST	\$ 1,952.81	0.0653%
2	3751-169	50 RIZAL ST	\$ 2,331.34	0.0779%
2	3751-170	737 FOLSOM ST	\$ 5,452.27	0.1822%
2	3751-173	230 FOURTH ST	\$ 1,526.59	0.0510%
2	3751-175	300 3RD ST	\$ 1,594.98	0.0533%
2	3751-176	350 3RD ST	\$ 572.56	0.0191%
2	3751-177	300 3RD ST #301	\$ 80.05	0.0027%
2	3751-178	300 3RD ST #302	\$ 77.18	0.0026%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3751-179	300 3RD ST #303	\$ 68.57	0.0023%
2	3751-180	300 3RD ST #304	\$ 72.71	0.0024%
2	3751-181	300 3RD ST #305	\$ 77.18	0.0026%
2	3751-182	300 3RD ST #307	\$ 80.05	0.0027%
2	3751-183	300 3RD ST #309	\$ 69.84	0.0023%
2	3751-184	300 3RD ST #310	\$ 69.84	0.0023%
2	3751-185	300 3RD ST #311	\$ 74.63	0.0025%
2	3751-186	300 3RD ST #312	\$ 72.71	0.0024%
2	3751-187	300 3RD ST #314	\$ 72.71	0.0024%
2	3751-188	300 3RD ST #315	\$ 72.71	0.0024%
2	3751-189	300 3RD ST #316	\$ 72.71	0.0024%
2	3751-190	300 3RD ST #317	\$ 77.18	0.0026%
2	3751-191	300 3RD ST #318	\$ 80.05	0.0027%
2	3751-192	300 3RD ST #319	\$ 80.05	0.0027%
2	3751-193	300 3RD ST #320	\$ 77.18	0.0026%
2	3751-194	300 3RD ST #321	\$ 72.71	0.0024%
2	3751-195	300 3RD ST #322	\$ 72.71	0.0024%
2	3751-196	300 3RD ST #323	\$ 72.71	0.0024%
2	3751-197	300 3RD ST #324	\$ 72.71	0.0024%
2	3751-198	300 3RD ST #401	\$ 80.05	0.0027%
2	3751-199	300 3RD ST #402	\$ 77.18	0.0026%
2	3751-200	300 3RD ST #403	\$ 68.57	0.0023%
2	3751-201	300 3RD ST #404	\$ 72.71	0.0024%
2	3751-202	300 3RD ST #405	\$ 77.18	0.0026%
2	3751-203	300 3RD ST #406	\$ 80.05	0.0027%
2	3751-204	300 3RD ST #407	\$ 74.63	0.0025%
2	3751-205	300 3RD ST #408	\$ 72.71	0.0024%
2	3751-206	300 3RD ST #409	\$ 69.84	0.0023%
2	3751-207	300 3RD ST #410	\$ 69.84	0.0023%
2	3751-208	300 3RD ST #411	\$ 74.63	0.0025%
2	3751-209	300 3RD ST #412	\$ 72.71	0.0024%
2	3751-210	300 3RD ST #414	\$ 72.71	0.0024%
2	3751-211	300 3RD ST #415	\$ 72.71	0.0024%
2	3751-212	300 3RD ST #416	\$ 72.71	0.0024%
2	3751-213	300 3RD ST #417	\$ 77.18	0.0026%
2	3751-214	300 3RD ST #418	\$ 80.05	0.0027%
2	3751-215	300 3RD ST #419	\$ 80.05	0.0027%
2	3751-216	300 3RD ST #420	\$ 77.18	0.0026%
2	3751-217	300 3RD ST #421	\$ 72.71	0.0024%
2	3751-218	300 3RD ST #422	\$ 72.71	0.0024%
2	3751-219	300 3RD ST #423	\$ 72.71	0.0024%
2	3751-220	300 3RD ST #424	\$ 72.71	0.0024%
2	3751-221	300 3RD ST #501	\$ 80.05	0.0027%
2	3751-222	300 3RD ST #502	\$ 77.18	0.0026%
2	3751-223	300 3RD ST #503	\$ 68.57	0.0023%
2	3751-224	300 3RD ST #504	\$ 72.71	0.0024%
2	3751-225	300 3RD ST #505	\$ 77.18	0.0026%
2	3751-226	300 3RD ST #506	\$ 80.05	0.0027%
2	3751-227	300 3RD ST #507	\$ 74.63	0.0025%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3751-228	300 3RD ST #508	\$ 72.71	0.0024%
2	3751-229	300 3RD ST #509	\$ 69.84	0.0023%
2	3751-230	300 3RD ST #510	\$ 69.84	0.0023%
2	3751-231	300 3RD ST #511	\$ 74.63	0.0025%
2	3751-232	300 3RD ST #512	\$ 72.71	0.0024%
2	3751-233	300 3RD ST #514	\$ 72.71	0.0024%
2	3751-234	300 3RD ST #515	\$ 72.71	0.0024%
2	3751-235	300 3RD ST #516	\$ 72.71	0.0024%
2	3751-236	300 3RD ST #517	\$ 77.18	0.0026%
2	3751-237	300 3RD ST #518	\$ 80.05	0.0027%
2	3751-238	300 3RD ST #519	\$ 80.05	0.0027%
2	3751-239	300 3RD ST #520	\$ 77.18	0.0026%
2	3751-240	300 3RD ST #521	\$ 72.71	0.0024%
2	3751-241	300 3RD ST #522	\$ 72.71	0.0024%
2	3751-242	300 3RD ST #523	\$ 72.71	0.0024%
2	3751-243	300 3RD ST #524	\$ 72.71	0.0024%
2	3751-244	300 3RD ST #601	\$ 80.05	0.0027%
2	3751-245	300 3RD ST #602	\$ 77.18	0.0026%
2	3751-246	300 3RD ST #603	\$ 68.57	0.0023%
2	3751-247	300 3RD ST #604	\$ 72.71	0.0024%
2	3751-248	300 3RD ST #605	\$ 77.18	0.0026%
2	3751-249	300 3RD ST #606	\$ 80.05	0.0027%
2	3751-250	300 3RD ST #607	\$ 74.63	0.0025%
2	3751-251	300 3RD ST #608	\$ 72.71	0.0024%
2	3751-252	300 3RD ST #609	\$ 69.84	0.0023%
2	3751-253	300 3RD ST #610	\$ 69.84	0.0023%
2	3751-254	300 3RD ST #611	\$ 74.63	0.0025%
2	3751-255	300 3RD ST #612	\$ 72.71	0.0024%
2	3751-256	300 3RD ST #614	\$ 72.71	0.0024%
2	3751-257	300 3RD ST #615	\$ 72.71	0.0024%
2	3751-258	300 3RD ST #616	\$ 72.71	0.0024%
2	3751-259	300 3RD ST #617	\$ 77.18	0.0026%
2	3751-260	300 3RD ST #618	\$ 81.96	0.0027%
2	3751-261	300 3RD ST #619	\$ 80.05	0.0027%
2	3751-262	300 3RD ST #620	\$ 77.18	0.0026%
2	3751-263	300 3RD ST #621	\$ 72.71	0.0024%
2	3751-264	300 3RD ST #622	\$ 72.71	0.0024%
2	3751-265	300 3RD ST #623	\$ 72.71	0.0024%
2	3751-266	300 3RD ST #624	\$ 72.71	0.0024%
2	3751-267	300 3RD ST #701	\$ 80.05	0.0027%
2	3751-268	300 3RD ST #702	\$ 77.18	0.0026%
2	3751-269	300 3RD ST #703	\$ 68.57	0.0023%
2	3751-270	300 3RD ST #704	\$ 72.71	0.0024%
2	3751-271	300 3RD ST #705	\$ 77.18	0.0026%
2	3751-272	300 3RD ST #706	\$ 80.05	0.0027%
2	3751-273	300 3RD ST #707	\$ 74.63	0.0025%
2	3751-274	300 3RD ST #708	\$ 72.71	0.0024%
2	3751-275	300 3RD ST #709	\$ 69.84	0.0023%
2	3751-276	300 3RD ST #710	\$ 69.84	0.0023%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3751-277	300 3RD ST #711	\$ 74.63	0.0025%
2	3751-278	300 3RD ST #712	\$ 72.71	0.0024%
2	3751-279	300 3RD ST #714	\$ 72.71	0.0024%
2	3751-280	300 3RD ST #715	\$ 72.71	0.0024%
2	3751-281	300 3RD ST #716	\$ 72.71	0.0024%
2	3751-282	300 3RD ST #717	\$ 77.18	0.0026%
2	3751-283	300 3RD ST #718	\$ 80.05	0.0027%
2	3751-284	300 3RD ST #719	\$ 80.05	0.0027%
2	3751-285	300 3RD ST #720	\$ 77.18	0.0026%
2	3751-286	300 3RD ST #721	\$ 72.71	0.0024%
2	3751-287	300 3RD ST #722	\$ 72.71	0.0024%
2	3751-288	300 3RD ST #723	\$ 72.71	0.0024%
2	3751-289	300 3RD ST #724	\$ 72.71	0.0024%
2	3751-290	300 3RD ST #801	\$ 80.05	0.0027%
2	3751-291	300 3RD ST #802	\$ 77.18	0.0026%
2	3751-292	300 3RD ST #803	\$ 68.57	0.0023%
2	3751-293	300 3RD ST #804	\$ 72.71	0.0024%
2	3751-294	300 3RD ST #805	\$ 77.18	0.0026%
2	3751-295	300 3RD ST #806	\$ 80.05	0.0027%
2	3751-296	300 3RD ST #807	\$ 74.63	0.0025%
2	3751-297	300 3RD ST #808	\$ 72.71	0.0024%
2	3751-298	300 3RD ST #809	\$ 69.84	0.0023%
2	3751-299	300 3RD ST #810	\$ 69.84	0.0023%
2	3751-300	300 3RD ST #811	\$ 74.63	0.0025%
2	3751-301	300 THIRD ST #812	\$ 72.71	0.0024%
2	3751-302	300 3RD ST #814	\$ 72.71	0.0024%
2	3751-303	300 3RD ST #815	\$ 72.71	0.0024%
2	3751-304	300 3RD ST #816	\$ 72.71	0.0024%
2	3751-305	300 3RD ST #817	\$ 77.18	0.0026%
2	3751-306	300 3RD ST #818	\$ 80.05	0.0027%
2	3751-307	300 3RD ST #819	\$ 80.05	0.0027%
2	3751-308	300 3RD ST #820	\$ 77.18	0.0026%
2	3751-309	300 3RD ST #821	\$ 72.71	0.0024%
2	3751-310	300 3RD ST #822	\$ 72.71	0.0024%
2	3751-311	300 3RD ST #823	\$ 72.71	0.0024%
2	3751-312	300 3RD ST #824	\$ 72.71	0.0024%
2	3751-313	300 3RD ST #901	\$ 80.05	0.0027%
2	3751-314	300 3RD ST #902	\$ 77.18	0.0026%
2	3751-315	300 3RD ST #903	\$ 68.57	0.0023%
2	3751-316	300 3RD ST #904	\$ 72.71	0.0024%
2	3751-317	300 3RD ST #905	\$ 77.18	0.0026%
2	3751-318	300 3RD ST #906	\$ 80.05	0.0027%
2	3751-319	300 3RD ST #907	\$ 74.63	0.0025%
2	3751-320	300 3RD ST #908	\$ 72.71	0.0024%
2	3751-321	300 3RD ST #909	\$ 69.84	0.0023%
2	3751-322	300 3RD ST #910	\$ 69.84	0.0023%
2	3751-323	300 3RD ST #911	\$ 74.63	0.0025%
2	3751-324	300 3RD ST #912	\$ 72.71	0.0024%
2	3751-325	300 3RD ST #914	\$ 72.71	0.0024%

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Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3751-326	300 3RD ST #915	\$ 72.71	0.0024%
2	3751-327	300 3RD ST #916	\$ 72.71	0.0024%
2	3751-328	300 3RD ST #917	\$ 77.18	0.0026%
2	3751-329	300 3RD ST #918	\$ 80.05	0.0027%
2	3751-330	300 3RD ST #919	\$ 80.05	0.0027%
2	3751-331	300 3RD ST #920	\$ 77.18	0.0026%
2	3751-332	300 3RD ST #921	\$ 72.71	0.0024%
2	3751-333	300 3RD ST #922	\$ 72.71	0.0024%
2	3751-334	300 3RD ST #923	\$ 72.71	0.0024%
2	3751-335	300 3RD ST #924	\$ 72.71	0.0024%
2	3751-336	300 3RD ST #1001	\$ 80.05	0.0027%
2	3751-337	300 3RD ST #1002	\$ 77.18	0.0026%
2	3751-338	300 3RD ST #1003	\$ 68.57	0.0023%
2	3751-339	300 3RD ST #1004	\$ 72.71	0.0024%
2	3751-340	300 3RD ST #1005	\$ 72.71	0.0024%
2	3751-341	300 3RD ST #1006	\$ 80.05	0.0027%
2	3751-342	300 3RD ST #1007	\$ 74.63	0.0025%
2	3751-343	300 3RD ST #1008	\$ 72.71	0.0024%
2	3751-344	300 3RD ST #1009	\$ 69.84	0.0023%
2	3751-345	300 3RD ST #1010	\$ 69.84	0.0023%
2	3751-346	300 3RD ST #1011	\$ 74.63	0.0025%
2	3751-347	300 3RD ST #1012	\$ 74.63	0.0025%
2	3751-348	300 3RD ST #1014	\$ 77.18	0.0026%
2	3751-349	300 3RD ST #1015	\$ 80.05	0.0027%
2	3751-350	300 3RD ST #1016	\$ 72.71	0.0024%
2	3751-351	300 3RD ST #1101	\$ 80.05	0.0027%
2	3751-352	300 3RD ST #1102	\$ 77.18	0.0026%
2	3751-353	300 3RD ST #1103	\$ 68.57	0.0023%
2	3751-354	300 3RD ST #1104	\$ 72.71	0.0024%
2	3751-355	300 3RD ST #1105	\$ 72.71	0.0024%
2	3751-356	300 3RD ST #1106	\$ 80.05	0.0027%
2	3751-357	300 3RD ST #1107	\$ 74.63	0.0025%
2	3751-358	300 3RD ST #1108	\$ 72.71	0.0024%
2	3751-359	300 3RD ST #1109	\$ 69.84	0.0023%
2	3751-360	300 3RD ST #1110	\$ 69.84	0.0023%
2	3751-361	300 3RD ST #1111	\$ 74.63	0.0025%
2	3751-362	300 3RD ST #1112	\$ 74.63	0.0025%
2	3751-363	300 3RD ST #1114	\$ 77.18	0.0026%
2	3751-364	300 3RD ST #1115	\$ 80.05	0.0027%
2	3751-365	300 3RD ST #1116	\$ 72.71	0.0024%
2	3751-366	300 3RD ST #1201	\$ 80.05	0.0027%
2	3751-367	300 3RD ST #1202	\$ 77.18	0.0026%
2	3751-368	300 3RD ST #1203	\$ 68.57	0.0023%
2	3751-369	300 3RD ST #1204	\$ 72.71	0.0024%
2	3751-370	300 3RD ST #1205	\$ 72.71	0.0024%
2	3751-371	300 3RD ST #1206	\$ 80.05	0.0027%
2	3751-372	300 3RD ST #1207	\$ 74.63	0.0025%
2	3751-373	300 3RD ST #1208	\$ 72.71	0.0024%
2	3751-374	300 3RD ST #1209	\$ 69.84	0.0023%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3751-375	300 3RD ST #1210	\$ 69.84	0.0023%
2	3751-376	300 3RD ST #1211	\$ 74.63	0.0025%
2	3751-377	300 3RD ST #1212	\$ 74.63	0.0025%
2	3751-378	300 3RD ST #1214	\$ 77.18	0.0026%
2	3751-379	300 3RD ST #1215	\$ 80.05	0.0027%
2	3751-380	300 3RD ST #1216	\$ 72.71	0.0024%
2	3751-381	300 3RD ST #1401	\$ 80.05	0.0027%
2	3751-382	300 3RD ST #1402	\$ 77.18	0.0026%
2	3751-383	300 3RD ST #1403	\$ 68.57	0.0023%
2	3751-384	300 3RD ST #1404	\$ 72.71	0.0024%
2	3751-385	300 3RD ST #1405	\$ 72.71	0.0024%
2	3751-386	300 3RD ST #1406	\$ 80.05	0.0027%
2	3751-387	300 3RD ST #1407	\$ 74.63	0.0025%
2	3751-388	300 3RD ST #1408	\$ 72.71	0.0024%
2	3751-389	300 3RD ST #1409	\$ 69.84	0.0023%
2	3751-390	300 3RD ST #1410	\$ 69.84	0.0023%
2	3751-391	300 3RD ST #1411	\$ 74.63	0.0025%
2	3751-392	300 3RD ST #1412	\$ 72.71	0.0024%
2	3751-393	300 3RD ST #1414	\$ 77.18	0.0026%
2	3751-394	300 3RD ST #1415	\$ 80.05	0.0027%
2	3751-395	300 3RD ST #1416	\$ 72.71	0.0024%
2	3751-396	300 3RD ST #1501	\$ 80.05	0.0027%
2	3751-397	300 3RD ST #1502	\$ 77.18	0.0026%
2	3751-398	300 3RD ST #1503	\$ 80.05	0.0027%
2	3751-399	300 3RD ST #1505	\$ 72.71	0.0024%
2	3751-400	300 3RD ST #1506	\$ 80.05	0.0027%
2	3751-401	300 3RD ST #1507	\$ 74.63	0.0025%
2	3751-402	300 3RD ST #1508	\$ 72.71	0.0024%
2	3751-403	300 3RD ST #1509	\$ 69.84	0.0023%
2	3751-404	300 3RD ST #1510	\$ 69.84	0.0023%
2	3751-405	300 3RD ST #1511	\$ 74.63	0.0025%
2	3751-406	300 3RD ST #1512	\$ 72.71	0.0024%
2	3751-407	300 3RD ST #1514	\$ 77.18	0.0026%
2	3751-408	300 3RD ST #1515	\$ 77.18	0.0026%
2	3751-409	300 3RD ST #1516	\$ 72.71	0.0024%
2	3751-410	788 HARRISON ST	\$ 24,201.15	0.8089%
2	3751-420	766 HARRISON ST #1	\$ 42.59	0.0014%
2	3751-421	766 HARRISON ST #2	\$ 40.33	0.0013%
2	3751-422	766 HARRISON ST #3	\$ 39.21	0.0013%
2	3751-423	766 HARRISON ST #4	\$ 34.71	0.0012%
2	3751-424	766 HARRISON ST #5	\$ 53.47	0.0018%
2	3751-425	766 HARRISON ST #201	\$ 32.05	0.0011%
2	3751-426	766 HARRISON ST #202	\$ 29.82	0.0010%
2	3751-427	766 HARRISON ST #203	\$ 29.82	0.0010%
2	3751-428	766 HARRISON ST #204	\$ 30.14	0.0010%
2	3751-429	766 HARRISON ST #205	\$ 30.78	0.0010%
2	3751-430	766 HARRISON ST #206	\$ 30.14	0.0010%
2	3751-431	766 HARRISON ST #207	\$ 30.14	0.0010%
2	3751-432	766 HARRISON ST #208	\$ 29.82	0.0010%

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Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3751-433	766 HARRISON ST #209	\$ 30.14	0.0010%
2	3751-434	766 HARRISON ST #210	\$ 30.14	0.0010%
2	3751-435	766 HARRISON ST #211	\$ 30.14	0.0010%
2	3751-436	766 HARRISON ST #212	\$ 30.14	0.0010%
2	3751-437	766 HARRISON ST #213	\$ 29.50	0.0010%
2	3751-438	766 HARRISON ST #214	\$ 30.14	0.0010%
2	3751-439	766 HARRISON ST #301	\$ 30.14	0.0010%
2	3751-440	766 HARRISON ST #302	\$ 29.82	0.0010%
2	3751-441	766 HARRISON ST #303	\$ 30.14	0.0010%
2	3751-442	766 HARRISON ST #304	\$ 30.14	0.0010%
2	3751-443	766 HARRISON ST #305	\$ 30.78	0.0010%
2	3751-444	766 HARRISON ST #306	\$ 30.14	0.0010%
2	3751-445	766 HARRISON ST #307	\$ 30.14	0.0010%
2	3751-446	766 HARRISON ST #308	\$ 29.82	0.0010%
2	3751-447	766 HARRISON ST #309	\$ 30.14	0.0010%
2	3751-448	766 HARRISON ST #310	\$ 30.14	0.0010%
2	3751-449	766 HARRISON ST #311	\$ 30.14	0.0010%
2	3751-450	766 HARRISON ST #312	\$ 30.14	0.0010%
2	3751-451	766 HARRISON ST #313	\$ 29.82	0.0010%
2	3751-452	766 HARRISON ST #314	\$ 30.46	0.0010%
2	3751-453	766 HARRISON ST #401	\$ 30.14	0.0010%
2	3751-454	766 HARRISON ST #402	\$ 29.50	0.0010%
2	3751-455	766 HARRISON ST #403	\$ 30.14	0.0010%
2	3751-456	766 HARRISON ST #404	\$ 30.14	0.0010%
2	3751-457	766 HARRISON ST #405	\$ 30.78	0.0010%
2	3751-458	766 HARRISON ST #406	\$ 30.14	0.0010%
2	3751-459	766 HARRISON ST #407	\$ 30.14	0.0010%
2	3751-460	766 HARRISON ST #408	\$ 29.82	0.0010%
2	3751-461	766 HARRISON ST #409	\$ 30.14	0.0010%
2	3751-462	766 HARRISON ST #410	\$ 30.46	0.0010%
2	3751-463	766 HARRISON ST #411	\$ 30.14	0.0010%
2	3751-464	766 HARRISON ST #412	\$ 30.14	0.0010%
2	3751-465	766 HARRISON ST #413	\$ 29.82	0.0010%
2	3751-466	766 HARRISON ST #414	\$ 30.46	0.0010%
2	3751-467	766 HARRISON ST #501	\$ 30.14	0.0010%
2	3751-468	766 HARRISON ST #502	\$ 29.82	0.0010%
2	3751-469	766 HARRISON ST #503	\$ 30.14	0.0010%
2	3751-470	766 HARRISON ST #504	\$ 30.14	0.0010%
2	3751-471	766 HARRISON ST #505	\$ 30.78	0.0010%
2	3751-472	766 HARRISON ST #506	\$ 30.14	0.0010%
2	3751-473	766 HARRISON ST #507	\$ 30.14	0.0010%
2	3751-474	766 HARRISON ST #508	\$ 29.82	0.0010%
2	3751-475	766 HARRISON ST #509	\$ 30.14	0.0010%
2	3751-476	766 HARRISON ST #510	\$ 30.46	0.0010%
2	3751-477	766 HARRISON ST #511	\$ 30.14	0.0010%
2	3751-478	766 HARRISON ST #512	\$ 30.14	0.0010%
2	3751-479	766 HARRISON ST #513	\$ 29.82	0.0010%
2	3751-480	766 HARRISON ST #514	\$ 30.14	0.0010%
2	3751-481	766 HARRISON ST #601	\$ 30.14	0.0010%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3751-482	766 HARRISON ST #602	\$ 29.82	0.0010%
2	3751-483	766 HARRISON ST #603	\$ 30.14	0.0010%
2	3751-484	766 HARRISON ST #604	\$ 30.14	0.0010%
2	3751-485	766 HARRISON ST #605	\$ 30.78	0.0010%
2	3751-486	766 HARRISON ST #606	\$ 30.14	0.0010%
2	3751-487	766 HARRISON ST #607	\$ 30.14	0.0010%
2	3751-488	766 HARRISON ST #608	\$ 29.82	0.0010%
2	3751-489	766 HARRISON ST #609	\$ 30.14	0.0010%
2	3751-490	766 HARRISON ST #610	\$ 30.46	0.0010%
2	3751-491	766 HARRISON ST #611	\$ 29.82	0.0010%
2	3751-492	766 HARRISON ST #612	\$ 30.14	0.0010%
2	3751-493	766 HARRISON ST #613	\$ 29.82	0.0010%
2	3751-494	766 HARRISON ST #614	\$ 30.14	0.0010%
2	3751-495	766 HARRISON ST #701	\$ 30.14	0.0010%
2	3751-496	766 HARRISON ST #702	\$ 29.82	0.0010%
2	3751-497	766 HARRISON ST #703	\$ 30.14	0.0010%
2	3751-498	766 HARRISON ST #704	\$ 30.14	0.0010%
2	3751-499	766 HARRISON ST #705	\$ 30.78	0.0010%
2	3751-500	766 HARRISON ST #706	\$ 29.82	0.0010%
2	3751-501	766 HARRISON ST #707	\$ 29.82	0.0010%
2	3751-502	766 HARRISON ST #708	\$ 29.50	0.0010%
2	3751-503	766 HARRISON ST #709	\$ 29.82	0.0010%
2	3751-504	766 HARRISON ST #710	\$ 30.46	0.0010%
2	3751-505	766 HARRISON ST #711	\$ 29.82	0.0010%
2	3751-506	766 HARRISON ST #712	\$ 30.14	0.0010%
2	3751-507	766 HARRISON ST #713	\$ 29.50	0.0010%
2	3751-508	766 HARRISON ST #714	\$ 30.46	0.0010%
2	3751-509	766 HARRISON ST #801	\$ 30.14	0.0010%
2	3751-510	766 HARRISON ST #802	\$ 29.82	0.0010%
2	3751-511	766 HARRISON ST #803	\$ 30.14	0.0010%
2	3751-512	766 HARRISON ST #804	\$ 30.14	0.0010%
2	3751-513	766 HARRISON ST #805	\$ 30.78	0.0010%
2	3751-514	766 HARRISON ST #806	\$ 29.82	0.0010%
2	3751-515	766 HARRISON ST #807	\$ 29.82	0.0010%
2	3751-516	766 HARRISON ST #808	\$ 29.50	0.0010%
2	3751-517	766 HARRISON ST #809	\$ 29.82	0.0010%
2	3751-518	766 HARRISON ST #810	\$ 30.46	0.0010%
2	3751-519	766 HARRISON ST #811	\$ 29.82	0.0010%
2	3751-520	766 HARRISON ST #812	\$ 30.14	0.0010%
2	3751-521	766 HARRISON ST #813	\$ 29.82	0.0010%
2	3751-522	766 HARRISON ST #814	\$ 30.14	0.0010%
2	3752-001	300 4TH ST	\$ 1,099.15	0.0367%
2	3752-002	310-324 4TH ST	\$ 3,581.66	0.1197%
2	3752-003	328-330 4TH ST	\$ 3,869.81	0.1294%
2	3752-008	360 4TH ST	\$ 948.87	0.0317%
2	3752-009	360 4TH ST	\$ 1,109.63	0.0371%
2	3752-010	360 4TH ST	\$ 1,962.01	0.0656%
2	3752-011	370 4TH ST	\$ 4,954.14	0.1656%
2	3752-011A	390 4TH ST	\$ 7,392.94	0.2471%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3752 -012	824 HARRISON ST.	\$ 3,955.25	0.1322%
2	3752 -014	836 HARRISON ST	\$ 969.89	0.0324%
2	3752 -015	840 HARRISON ST	\$ 3,872.06	0.1294%
2	3752 -017	846 HARRISON ST	\$ 1,939.78	0.0648%
2	3752 -018	850 HARRISON ST	\$ 1,688.40	0.0564%
2	3752 -019	870 HARRISON ST	\$ 2,562.52	0.0857%
2	3752 -023	397 5TH ST	\$ 8,415.51	0.2813%
2	3752 -024	365-371 5TH ST	\$ 6,070.21	0.2029%
2	3752 -026	171-173 CLARA ST	\$ 882.73	0.0295%
2	3752 -027	159 CLARA ST	\$ 755.75	0.0253%
2	3752 -028	155-157 CLARA ST	\$ 888.36	0.0297%
2	3752 -032	149 CLARA ST	\$ 152.43	0.0051%
2	3752 -033	147 CLARA ST	\$ 152.43	0.0051%
2	3752 -036	135 CLARA ST	\$ 2,044.84	0.0683%
2	3752 -051	162 CLARA ST	\$ 968.02	0.0324%
2	3752 -052	164-166 CLARA ST	\$ 951.51	0.0318%
2	3752 -053	168 CLARA ST	\$ 139.72	0.0047%
2	3752 -054	170-172 CLARA ST	\$ 770.10	0.0257%
2	3752 -070	173-175 SHIPLEY ST	\$ 1,876.00	0.0627%
2	3752 -076	875 FOLSOM ST	\$ 3,999.63	0.1337%
2	3752 -078	182 SHIPLEY ST	\$ 973.64	0.0325%
2	3752 -079	893 FOLSOM ST	\$ 3,878.07	0.1296%
2	3752 -080	325 5TH ST	\$ 4,765.42	0.1593%
2	3752 -081	301 5TH ST	\$ 5,388.25	0.1801%
2	3752 -083	885 FOLSOM ST	\$ 1,003.66	0.0335%
2	3752 -095	874-880 HARRISON ST	\$ 13,216.04	0.4418%
2	3752 -107	133 SHIPLEY ST	\$ 5,605.40	0.1874%
2	3752 -109	147 SHIPLEY ST	\$ 251.44	0.0084%
2	3752 -110	149 SHIPLEY ST	\$ 254.63	0.0085%
2	3752 -111	165 SHIPLEY ST	\$ 251.44	0.0084%
2	3752 -112	167 SHIPLEY ST	\$ 251.44	0.0084%
2	3752 -113	169 SHIPLEY ST	\$ 251.44	0.0084%
2	3752 -114	171 SHIPLEY ST	\$ 251.44	0.0084%
2	3752 -115	163 SHIPLEY ST	\$ 251.44	0.0084%
2	3752 -116	161 SHIPLEY ST	\$ 251.44	0.0084%
2	3752 -117	159 SHIPLEY ST	\$ 251.44	0.0084%
2	3752 -118	157 SHIPLEY ST	\$ 250.16	0.0084%
2	3752 -119	155 SHIPLEY ST	\$ 250.16	0.0084%
2	3752 -120	153 SHIPLEY ST	\$ 250.48	0.0084%
2	3752 -121	151 SHIPLEY ST	\$ 250.16	0.0084%
2	3752 -122	158 CLARA ST	\$ 250.16	0.0084%
2	3752 -123	156 CLARA ST	\$ 250.16	0.0084%
2	3752 -124	154 CLARA ST	\$ 250.16	0.0084%
2	3752 -125	150 CLARA ST	\$ 251.44	0.0084%
2	3752 -126	152 CLARA ST	\$ 256.54	0.0086%
2	3752 -130	1 SCOTT ALLEY	\$ 373.30	0.0125%
2	3752 -131	2 SCOTT ALLEY	\$ 371.70	0.0124%
2	3752 -132	3 SCOTT ALLEY	\$ 370.43	0.0124%
2	3752 -133	4 SCOTT ALLEY	\$ 369.15	0.0123%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3752 -134	5 SCOTT ALLEY	\$ 370.43	0.0124%
2	3752 -135	6 SCOTT ALLEY	\$ 369.15	0.0123%
2	3752 -136	7 SCOTT ALLEY	\$ 370.43	0.0124%
2	3752 -137	8 SCOTT ALLEY	\$ 369.15	0.0123%
2	3752 -138	9 SCOTT ALLEY	\$ 370.43	0.0124%
2	3752 -139	10 SCOTT ALLEY	\$ 369.15	0.0123%
2	3752 -140	11 SCOTT ALLEY	\$ 370.43	0.0124%
2	3752 -141	12 SCOTT ALLEY	\$ 369.15	0.0123%
2	3752 -142	13 SCOTT ALLEY	\$ 370.43	0.0124%
2	3752 -143	14 SCOTT ALLEY	\$ 371.70	0.0124%
2	3752 -144	15 SCOTT ALLEY	\$ 371.70	0.0124%
2	3752 -145	16 SCOTT ALLEY	\$ 371.70	0.0124%
2	3752 -146	17 SCOTT ALLEY	\$ 371.70	0.0124%
2	3752 -147	18 SCOTT ALLEY	\$ 371.70	0.0124%
2	3752 -148	19 SCOTT ALLEY	\$ 371.70	0.0124%
2	3752 -149	20 SCOTT ALLEY	\$ 369.15	0.0123%
2	3752 -150	21 SCOTT ALLEY	\$ 370.43	0.0124%
2	3752 -151	22 SCOTT ALLEY	\$ 369.47	0.0123%
2	3752 -152	23 SCOTT ALLEY	\$ 370.43	0.0124%
2	3752 -153	25 SCOTT ALLEY	\$ 373.30	0.0125%
2	3752 -156	24 SCOTT ALLEY	\$ 229.30	0.0077%
2	3752 -157	26 SCOTT ALLEY	\$ 229.30	0.0077%
2	3752 -158	27 SCOTT ALLEY	\$ 231.22	0.0077%
2	3752 -159	28 SCOTT ALLEY	\$ 229.30	0.0077%
2	3752 -160	29 SCOTT ALLEY	\$ 229.62	0.0077%
2	3752 -161	31 SCOTT ALLEY	\$ 229.62	0.0077%
2	3752 -162	1 JENNIFER PL	\$ 337.51	0.0113%
2	3752 -163	2 JENNIFER PL	\$ 338.79	0.0113%
2	3752 -164	3 JENNIFER PL	\$ 334.64	0.0112%
2	3752 -165	4 JENNIFER PL	\$ 336.24	0.0112%
2	3752 -166	5 JENNIFER PL	\$ 334.32	0.0112%
2	3752 -167	6 JENNIFER PL	\$ 336.24	0.0112%
2	3752 -168	7 JENNIFER PL	\$ 334.64	0.0112%
2	3752 -169	8 JENNIFER PL	\$ 336.24	0.0112%
2	3752 -170	9 JENNIFER PL	\$ 335.28	0.0112%
2	3752 -171	10 JENNIFER PL	\$ 336.24	0.0112%
2	3752 -172	11 JENNIFER PL	\$ 334.64	0.0112%
2	3752 -173	12 JENNIFER PL	\$ 336.24	0.0112%
2	3752 -174	13 JENNIFER PL	\$ 337.51	0.0113%
2	3752 -175	14 JENNIFFER PL	\$ 336.24	0.0112%
2	3752 -176	15 JENNIFER PL	\$ 337.51	0.0113%
2	3752 -177	16 JENNIFER PL	\$ 337.51	0.0113%
2	3752 -178	17 JENNIFER PL	\$ 334.64	0.0112%
2	3752 -179	18 JENNIFER PL	\$ 337.51	0.0113%
2	3752 -180	19 JENNIFER PL	\$ 334.64	0.0112%
2	3752 -181	20 JENNIFER PL	\$ 337.51	0.0113%
2	3752 -182	21 JENNIFER PL	\$ 334.64	0.0112%
2	3752 -183	22 JENNIFER PL	\$ 336.24	0.0112%
2	3752 -184	23 JENNIFER PL	\$ 334.64	0.0112%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3752 -185	24 JENNIFER PL	\$ 336.24	0.0112%
2	3752 -186	25 JENNIFER PL	\$ 334.64	0.0112%
2	3752 -187	26 JENNIFER PL	\$ 338.79	0.0113%
2	3752 -188	27 JENNIFER PL	\$ 334.64	0.0112%
2	3752 -189	28 JENNIFER PL	\$ 338.79	0.0113%
2	3752 -190	30 JENNIFER PL	\$ 336.24	0.0112%
2	3752 -191	32 JENNIFER PL	\$ 336.24	0.0112%
2	3752 -192	855 FOLSOM ST #102	\$ 118.13	0.0039%
2	3752 -193	855 FOLSOM ST #104	\$ 118.45	0.0040%
2	3752 -194	855 FOLSOM ST #106	\$ 118.77	0.0040%
2	3752 -195	855 FOLSOM ST #108	\$ 118.77	0.0040%
2	3752 -196	855 FOLSOM ST #110	\$ 118.45	0.0040%
2	3752 -197	855 FOLSOM ST #112	\$ 118.45	0.0040%
2	3752 -198	855 FOLSOM ST #114	\$ 117.17	0.0039%
2	3752 -199	855 FOLOSM ST #116	\$ 117.17	0.0039%
2	3752 -200	855 FOLSOM ST #118	\$ 118.77	0.0040%
2	3752 -201	855 FOLSOM ST #120	\$ 118.77	0.0040%
2	3752 -202	855 FOLSOM ST #122	\$ 118.77	0.0040%
2	3752 -203	855 FOLSOM ST #124	\$ 118.77	0.0040%
2	3752 -204	855 FOLOSM ST #126	\$ 118.13	0.0039%
2	3752 -205	855 FOLSOM ST #105	\$ 116.54	0.0039%
2	3752 -206	855 FOLSOM ST #107	\$ 116.86	0.0039%
2	3752 -207	855 FOLSOM ST #109	\$ 116.86	0.0039%
2	3752 -208	855 FOLSOM ST #111	\$ 116.86	0.0039%
2	3752 -209	855 FOLSOM ST #113	\$ 116.86	0.0039%
2	3752 -210	855 FOLSOM ST #115	\$ 116.86	0.0039%
2	3752 -211	855 FOLSOM ST #117	\$ 116.86	0.0039%
2	3752 -212	855 FOLSOM ST #119	\$ 116.54	0.0039%
2	3752 -213	855 FOLSOM ST #121	\$ 116.54	0.0039%
2	3752 -214	855 FOLSOM ST #123	\$ 116.86	0.0039%
2	3752 -215	855 FOLSOM ST #125	\$ 116.86	0.0039%
2	3752 -216	855 FOLSOM ST #127	\$ 116.86	0.0039%
2	3752 -217	855 FOLSOM ST #129	\$ 116.86	0.0039%
2	3752 -218	855 FOLSOM ST #131	\$ 116.86	0.0039%
2	3752 -219	855 FOLSOM ST #133	\$ 116.86	0.0039%
2	3752 -220	855 FOLSOM ST #135	\$ 116.86	0.0039%
2	3752 -221	855 FOLSOM ST #137	\$ 116.86	0.0039%
2	3752 -222	855 FOLSOM ST #139	\$ 116.86	0.0039%
2	3752 -223	855 FOLSOM ST #141	\$ 115.58	0.0039%
2	3752 -224	855 FOLSOM ST #301	\$ 116.54	0.0039%
2	3752 -225	855 FOLSOM ST #302	\$ 115.58	0.0039%
2	3752 -226	855 FOLSOM ST #303	\$ 117.49	0.0039%
2	3752 -227	855 FOLSOM ST #304	\$ 117.17	0.0039%
2	3752 -228	855 FOLSOM ST #305	\$ 117.17	0.0039%
2	3752 -229	855 FOLSOM ST #306	\$ 117.17	0.0039%
2	3752 -230	855 FOLSOM ST #307	\$ 117.17	0.0039%
2	3752 -231	855 FOLSOM ST #308	\$ 117.17	0.0039%
2	3752 -232	855 FOLSOM ST #309	\$ 117.17	0.0039%
2	3752 -233	855 FOLOSM ST #310	\$ 117.17	0.0039%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3752 -234	855 FOLOSM ST #311	\$ 117.17	0.0039%
2	3752 -235	855 FOLSOM ST #312	\$ 117.17	0.0039%
2	3752 -236	855 FOLSOM ST #313	\$ 117.17	0.0039%
2	3752 -237	855 FOLSOM ST #314	\$ 118.13	0.0039%
2	3752 -238	855 FOLSOM ST #315	\$ 118.13	0.0039%
2	3752 -239	855 FOLSOM ST #316	\$ 118.13	0.0039%
2	3752 -240	855 FOLSOM ST #317	\$ 118.13	0.0039%
2	3752 -241	855 FOLSOM ST #318	\$ 118.13	0.0039%
2	3752 -242	855 FOLSOM ST #319	\$ 118.13	0.0039%
2	3752 -243	855 FOLSOM ST #320	\$ 118.13	0.0039%
2	3752 -244	855 FOLSOM ST #321	\$ 116.86	0.0039%
2	3752 -245	855 FOLSOM ST #322	\$ 118.13	0.0039%
2	3752 -246	855 FOLSOM ST #323	\$ 118.13	0.0039%
2	3752 -247	855 FOLSOM ST #324	\$ 118.13	0.0039%
2	3752 -248	855 FOLSOM ST #325	\$ 118.13	0.0039%
2	3752 -249	855 FOLSOM ST #326	\$ 118.13	0.0039%
2	3752 -250	855 FOLSOM ST #327	\$ 118.13	0.0039%
2	3752 -251	855 FOLSOM ST #328	\$ 118.13	0.0039%
2	3752 -252	855 FOLSOM ST #329	\$ 118.13	0.0039%
2	3752 -253	855 FOLSOM ST #330	\$ 118.13	0.0039%
2	3752 -254	855 FOLSOM ST #331	\$ 118.13	0.0039%
2	3752 -255	855 FOLSOM ST #332	\$ 118.13	0.0039%
2	3752 -256	855 FOLSOM ST #333	\$ 118.13	0.0039%
2	3752 -257	855 FOLSOM ST #334	\$ 118.13	0.0039%
2	3752 -258	855 FOLSOM ST #335	\$ 118.13	0.0039%
2	3752 -259	855 FOLSOM ST #336	\$ 118.13	0.0039%
2	3752 -260	855 FOLSOM ST #337	\$ 118.13	0.0039%
2	3752 -261	855 FOLSOM ST #338	\$ 118.13	0.0039%
2	3752 -262	855 FOLSOM ST #339	\$ 118.13	0.0039%
2	3752 -263	855 FOLSOM ST #340	\$ 118.13	0.0039%
2	3752 -264	855 FOLSOM ST #341	\$ 118.13	0.0039%
2	3752 -265	855 FOLSOM ST #342	\$ 118.13	0.0039%
2	3752 -266	855 FOLSOM ST #501	\$ 118.13	0.0039%
2	3752 -267	855 FOLSOM ST #502	\$ 118.13	0.0039%
2	3752 -268	855 FOLSOM ST #503	\$ 118.13	0.0039%
2	3752 -269	855 FOLSOM ST #504	\$ 118.13	0.0039%
2	3752 -270	855 FOLSOM ST #505	\$ 118.13	0.0039%
2	3752 -271	855 FOLSOM ST #506	\$ 118.13	0.0039%
2	3752 -272	855 FOLSOM ST #507	\$ 118.13	0.0039%
2	3752 -273	855 FOLSOM ST #508	\$ 118.13	0.0039%
2	3752 -274	855 FOLOSM ST #509	\$ 118.13	0.0039%
2	3752 -275	855 FOLSOM ST #510	\$ 118.13	0.0039%
2	3752 -276	855 FOLSOM ST #511	\$ 118.13	0.0039%
2	3752 -277	855 FOLSOM ST #512	\$ 118.13	0.0039%
2	3752 -278	855 FOLSOM ST #513	\$ 118.13	0.0039%
2	3752 -279	855 FOLSOM ST #514	\$ 118.13	0.0039%
2	3752 -280	855 FOLSOM ST #515	\$ 118.13	0.0039%
2	3752 -281	855 FOLSOM ST #516	\$ 118.13	0.0039%
2	3752 -282	855 FOLSOM ST #517	\$ 118.13	0.0039%

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Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3752 -283	855 FOLSOM ST #518	\$ 118.13	0.0039%
2	3752 -284	855 FOLSOM ST #519	\$ 118.13	0.0039%
2	3752 -285	855 FOLSOM ST #520	\$ 118.13	0.0039%
2	3752 -286	855 FOLSOM ST #521	\$ 118.13	0.0039%
2	3752 -287	855 FOLSOM ST #522	\$ 118.13	0.0039%
2	3752 -288	855 FOLSOM ST #523	\$ 118.13	0.0039%
2	3752 -289	855 FOLSOM ST #524	\$ 118.13	0.0039%
2	3752 -290	855 FOLSOM ST #525	\$ 118.13	0.0039%
2	3752 -291	855 FOLSOM ST #526	\$ 118.13	0.0039%
2	3752 -292	855 FOLSOM ST #527	\$ 118.13	0.0039%
2	3752 -293	855 FOLSOM ST #528	\$ 118.13	0.0039%
2	3752 -294	855 FOLSOM ST #529	\$ 118.13	0.0039%
2	3752 -295	855 FOLSOM ST #530	\$ 118.13	0.0039%
2	3752 -296	855 FOLSOM ST #531	\$ 118.13	0.0039%
2	3752 -297	855 FOLSOM ST #532	\$ 118.13	0.0039%
2	3752 -298	855 FOLSOM ST #533	\$ 125.15	0.0042%
2	3752 -299	855 FOLSOM ST #534	\$ 118.13	0.0039%
2	3752 -300	855 FOLSOM ST #535	\$ 118.13	0.0039%
2	3752 -301	855 FOLSOM ST #536	\$ 118.13	0.0039%
2	3752 -302	855 FOLSOM ST #537	\$ 118.13	0.0039%
2	3752 -303	855 FOLSOM ST #538	\$ 118.13	0.0039%
2	3752 -304	855 FOLSOM ST #539	\$ 125.15	0.0042%
2	3752 -305	855 FOLSOM ST #540	\$ 118.13	0.0039%
2	3752 -306	855 FOLSOM ST #541	\$ 118.13	0.0039%
2	3752 -307	855 FOLSOM ST #542	\$ 118.13	0.0039%
2	3752 -308	855 FOLSOM ST #701	\$ 118.13	0.0039%
2	3752 -309	855 FOLSOM ST #702	\$ 118.13	0.0039%
2	3752 -310	855 FOLSOM ST #703	\$ 118.13	0.0039%
2	3752 -311	855 FOLSOM ST #704	\$ 118.13	0.0039%
2	3752 -312	855 FOLSOM ST #705	\$ 118.13	0.0039%
2	3752 -313	855 FOLSOM ST #706	\$ 118.13	0.0039%
2	3752 -314	855 FOLSOM ST #707	\$ 118.13	0.0039%
2	3752 -315	855 FOLSOM ST #708	\$ 118.13	0.0039%
2	3752 -316	855 FOLSOM ST #709	\$ 118.13	0.0039%
2	3752 -317	855 FOLSOM ST #710	\$ 118.13	0.0039%
2	3752 -318	855 FOLSOM ST #711	\$ 118.13	0.0039%
2	3752 -319	855 FOLSOM ST #712	\$ 118.13	0.0039%
2	3752 -320	855 FOLSOM ST #713	\$ 118.13	0.0039%
2	3752 -321	855 FOLSOM ST #714	\$ 118.13	0.0039%
2	3752 -322	855 FOLSOM ST #715	\$ 118.13	0.0039%
2	3752 -323	855 FOLSOM ST #716	\$ 118.13	0.0039%
2	3752 -324	855 FOLSOM ST #717	\$ 118.13	0.0039%
2	3752 -325	855 FOLSOM ST #718	\$ 118.13	0.0039%
2	3752 -326	855 FOLSOM ST #719	\$ 124.51	0.0042%
2	3752 -327	855 FOLSOM ST #720	\$ 118.13	0.0039%
2	3752 -328	855 FOLSOM ST #721	\$ 118.13	0.0039%
2	3752 -329	855 FOLSOM ST #722	\$ 118.13	0.0039%
2	3752 -330	855 FOLSOM ST #723	\$ 118.13	0.0039%
2	3752 -331	855 FOLSOM ST #724	\$ 118.13	0.0039%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3752-332	855 FOLSOM ST #725	\$ 118.13	0.0039%
2	3752-333	855 FOLSOM ST #726	\$ 118.13	0.0039%
2	3752-334	855 FOLSOM ST #727	\$ 118.13	0.0039%
2	3752-335	855 FOLSOM ST #728	\$ 118.13	0.0039%
2	3752-336	855 FOLSOM ST #729	\$ 118.13	0.0039%
2	3752-337	855 FOLSOM ST #730	\$ 118.13	0.0039%
2	3752-338	855 FOLSOM ST #731	\$ 118.13	0.0039%
2	3752-339	855 FOLSOM ST #732	\$ 118.13	0.0039%
2	3752-340	855 FOLSOM ST #733	\$ 118.13	0.0039%
2	3752-341	855 FOLSOM ST #734	\$ 118.13	0.0039%
2	3752-342	855 FOLSOM ST #735	\$ 118.13	0.0039%
2	3752-343	855 FOLSOM ST #736	\$ 118.13	0.0039%
2	3752-344	855 FOLSOM ST #737	\$ 118.13	0.0039%
2	3752-345	855 FOLSOM ST #738	\$ 118.13	0.0039%
2	3752-346	855 FOLSOM ST #739	\$ 118.13	0.0039%
2	3752-347	855 FOLSOM ST #740	\$ 118.13	0.0039%
2	3752-348	855 FOLSOM ST #741	\$ 118.13	0.0039%
2	3752-349	855 FOLSOM ST #742	\$ 118.13	0.0039%
2	3752-350	855 FOLSOM ST #901	\$ 118.13	0.0039%
2	3752-351	855 FOLSOM ST #902	\$ 118.13	0.0039%
2	3752-352	855 FOLSOM ST #903	\$ 118.13	0.0039%
2	3752-353	855 FOLSOM ST #904	\$ 118.45	0.0040%
2	3752-354	855 FOLSOM ST #905	\$ 118.13	0.0039%
2	3752-355	855 FOLSOM ST #906	\$ 118.45	0.0040%
2	3752-356	855 FOLSOM ST #907	\$ 118.13	0.0039%
2	3752-357	855 FOLSOM ST #908	\$ 118.13	0.0039%
2	3752-358	855 FOLSOM ST #909	\$ 118.13	0.0039%
2	3752-359	855 FOLSOM ST #910	\$ 118.13	0.0039%
2	3752-360	855 FOLSOM ST #911	\$ 118.13	0.0039%
2	3752-361	855 FOLSOM ST #912	\$ 118.13	0.0039%
2	3752-362	855 FOLSOM ST #913	\$ 118.13	0.0039%
2	3752-363	855 FOLSOM ST #914	\$ 118.13	0.0039%
2	3752-364	855 FOLSOM ST #915	\$ 118.13	0.0039%
2	3752-365	855 FOLSOM ST #916	\$ 118.13	0.0039%
2	3752-366	855 FOLSOM ST #917	\$ 118.13	0.0039%
2	3752-367	855 FOLSOM ST #918	\$ 118.13	0.0039%
2	3752-368	855 FOLSOM ST #919	\$ 118.13	0.0039%
2	3752-369	855 FOLSOM ST #920	\$ 118.13	0.0039%
2	3752-370	855 FOLSOM ST #921	\$ 118.13	0.0039%
2	3752-371	855 FOLSOM ST #922	\$ 118.13	0.0039%
2	3752-372	855 FOLSOM ST #923	\$ 118.13	0.0039%
2	3752-373	855 FOLSOM ST #924	\$ 118.13	0.0039%
2	3752-374	855 FOLSOM ST #925	\$ 118.13	0.0039%
2	3752-375	855 FOLSOM ST #926	\$ 118.13	0.0039%
2	3752-376	855 FOLSOM ST #927	\$ 118.13	0.0039%
2	3752-377	855 FOLSOM ST #928	\$ 118.13	0.0039%
2	3752-378	855 FOLSOM ST #929	\$ 118.13	0.0039%
2	3752-379	855 FOLSOM ST #930	\$ 118.13	0.0039%
2	3752-380	855 FOLSOM ST #931	\$ 118.13	0.0039%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3752 -381	855 FOLSOM ST #932	\$ 118.13	0.0039%
2	3752 -382	855 FOLSOM ST #933	\$ 118.13	0.0039%
2	3752 -383	855 FOLSOM ST #934	\$ 118.13	0.0039%
2	3752 -384	855 FOLSOM ST #935	\$ 118.13	0.0039%
2	3752 -385	855 FOLSOM ST #936	\$ 118.13	0.0039%
2	3752 -386	855 FOLSOM ST #937	\$ 118.13	0.0039%
2	3752 -387	855 FOLSOM ST #938	\$ 118.13	0.0039%
2	3752 -388	855 FOLSOM ST #939	\$ 118.13	0.0039%
2	3752 -389	855 FOLSOM ST #940	\$ 118.13	0.0039%
2	3752 -390	855 FOLSOM ST #941	\$ 118.13	0.0039%
2	3752 -391	855 FOLSOM ST #942	\$ 118.13	0.0039%
2	3752 -392	855 FOLSOM ST #B-1	\$ 138.97	0.0046%
2	3752 -394	821 FOLSOM ST #101	\$ 213.68	0.0071%
2	3752 -395	821 FOLSOM ST #102	\$ 212.55	0.0071%
2	3752 -396	821 FOLSOM ST #106	\$ 149.10	0.0050%
2	3752 -397	821 FOLSOM ST #107	\$ 153.56	0.0051%
2	3752 -398	821 FOLSOM ST #108	\$ 147.18	0.0049%
2	3752 -399	821 FOLSOM ST #109	\$ 148.46	0.0050%
2	3752 -400	821 FOLSOM ST #110	\$ 148.78	0.0050%
2	3752 -401	821 FOLSOM ST #111	\$ 148.78	0.0050%
2	3752 -402	821 FOLSOM ST #112	\$ 148.78	0.0050%
2	3752 -403	821 FOLSOM ST #113	\$ 147.18	0.0049%
2	3752 -404	821 FOLSOM ST #114	\$ 153.56	0.0051%
2	3752 -405	821 FOLSOM ST #115	\$ 149.10	0.0050%
2	3752 -406	821 FOLSOM ST #201	\$ 147.82	0.0049%
2	3752 -407	821 FOLSOM ST #202	\$ 153.24	0.0051%
2	3752 -408	821 FOLSOM ST #203	\$ 152.28	0.0051%
2	3752 -409	821 FOLSOM ST #204	\$ 153.56	0.0051%
2	3752 -410	821 FOLSOM ST #205	\$ 152.60	0.0051%
2	3752 -411	821 FOLSOM ST #206	\$ 153.24	0.0051%
2	3752 -412	821 FOLSOM ST #207	\$ 153.56	0.0051%
2	3752 -413	821 FOLSOM ST #208	\$ 148.14	0.0050%
2	3752 -414	821 FOLSOM ST #209	\$ 148.78	0.0050%
2	3752 -415	821 FOLSOM ST #210	\$ 148.78	0.0050%
2	3752 -416	821 FOLSOM ST #211	\$ 152.60	0.0051%
2	3752 -417	821 FOLSOM ST #212	\$ 148.78	0.0050%
2	3752 -418	821 FOLSOM ST #213	\$ 148.14	0.0050%
2	3752 -419	821 FOLSOM ST #214	\$ 153.56	0.0051%
2	3752 -420	821 FOLSOM ST #215	\$ 153.24	0.0051%
2	3752 -421	821 FOLSOM ST #216	\$ 147.82	0.0049%
2	3752 -422	821 FOLSOM ST #217	\$ 147.82	0.0049%
2	3752 -423	821 FOLSOM ST #218	\$ 153.56	0.0051%
2	3752 -424	821 FOLSOM ST #219	\$ 147.82	0.0049%
2	3752 -425	821 FOLSOM ST #301	\$ 147.82	0.0049%
2	3752 -426	821 FOLSOM ST #302	\$ 153.24	0.0051%
2	3752 -427	821 FOLSOM ST #303	\$ 152.28	0.0051%
2	3752 -428	821 FOLSOM ST #304	\$ 153.56	0.0051%
2	3752 -429	821 FOLSOM ST #305	\$ 152.60	0.0051%
2	3752 -430	821 FOLSOM ST #306	\$ 153.24	0.0051%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3752 -431	821 FOLSOM ST #307	\$ 153.56	0.0051%
2	3752 -432	821 FOLSOM ST #308	\$ 148.14	0.0050%
2	3752 -433	821 FOLSOM ST #309	\$ 148.78	0.0050%
2	3752 -434	821 FOLSOM ST #310	\$ 148.78	0.0050%
2	3752 -435	821 FOLSOM ST #311	\$ 152.60	0.0051%
2	3752 -436	821 FOLSOM ST #312	\$ 148.78	0.0050%
2	3752 -437	821 FOLSOM ST #313	\$ 148.14	0.0050%
2	3752 -438	821 FOLSOM ST #314	\$ 153.56	0.0051%
2	3752 -439	821 FOLSOM ST #315	\$ 153.24	0.0051%
2	3752 -440	821 FOLSOM ST #316	\$ 147.82	0.0049%
2	3752 -441	821 FOLSOM ST #317	\$ 147.82	0.0049%
2	3752 -442	821 FOLSOM ST #318	\$ 153.56	0.0051%
2	3752 -443	821 FOLSOM ST #319	\$ 147.82	0.0049%
2	3752 -444	821 FOLSOM ST #401	\$ 147.82	0.0049%
2	3752 -445	821 FOLSOM ST #402	\$ 153.24	0.0051%
2	3752 -446	821 FOLSOM ST #403	\$ 152.28	0.0051%
2	3752 -447	821 FOLSOM ST #404	\$ 153.56	0.0051%
2	3752 -448	821 FOLSOM ST #405	\$ 152.60	0.0051%
2	3752 -449	821 FOLSOM ST #406	\$ 153.24	0.0051%
2	3752 -450	821 FOLSOM ST #407	\$ 153.56	0.0051%
2	3752 -451	821 FOLSOM ST #408	\$ 148.14	0.0050%
2	3752 -452	821 FOLSOM ST #409	\$ 158.02	0.0053%
2	3752 -453	821 FOLSOM ST #412	\$ 158.02	0.0053%
2	3752 -454	821 FOLSOM ST #413	\$ 148.14	0.0050%
2	3752 -455	821 FOLSOM ST #414	\$ 153.56	0.0051%
2	3752 -456	821 FOLSOM ST #415	\$ 153.24	0.0051%
2	3752 -457	821 FOLSOM ST #416	\$ 147.82	0.0049%
2	3752 -458	821 FOLSOM ST #417	\$ 147.82	0.0049%
2	3752 -459	821 FOLSOM ST #418	\$ 153.56	0.0051%
2	3752 -460	821 FOLSOM ST #419	\$ 147.82	0.0049%
2	3752 -461	821 FOLSOM ST #502	\$ 153.24	0.0051%
2	3752 -462	821 FOLSOM ST #503	\$ 152.28	0.0051%
2	3752 -463	821 FOLSOM ST #504	\$ 153.88	0.0051%
2	3752 -464	821 FOLSOM ST #505	\$ 152.60	0.0051%
2	3752 -465	821 FOLSOM ST #506	\$ 153.24	0.0051%
2	3752 -466	821 FOLSOM ST #507	\$ 153.56	0.0051%
2	3752 -467	821 FOLSOM ST #508	\$ 158.98	0.0053%
2	3752 -468	821 FOLSOM ST #513	\$ 158.98	0.0053%
2	3752 -469	821 FOLSOM ST #514	\$ 153.56	0.0051%
2	3752 -470	821 FOLSOM ST #515	\$ 153.24	0.0051%
2	3752 -471	821 FOLSOM ST #516	\$ 152.28	0.0051%
2	3752 -472	821 FOLSOM ST #518	\$ 153.56	0.0051%
2	3752 -473	821 FOLSOM ST #519	\$ 152.28	0.0051%
2	3752 -501	829-831 FOLSOM ST	\$ 299.82	0.0100%
2	3752 -502	829 FOLSOM ST	\$ 103.97	0.0035%
2	3752 -521	829 FOLSOM ST #200	\$ 66.68	0.0022%
2	3752 -522	829 FOLSOM ST #202	\$ 65.41	0.0022%
2	3752 -523	829 FOLSOM ST #204	\$ 64.77	0.0022%
2	3752 -524	829 FOLSOM ST #206	\$ 64.77	0.0022%

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Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3752 -525	829 FOLSOM ST #210	\$ 65.09	0.0022%
2	3752 -526	829 FOLSOM ST #212	\$ 64.13	0.0021%
2	3752 -527	829 FOLSOM ST #214	\$ 68.60	0.0023%
2	3752 -528	829 FOLSOM ST #216	\$ 65.09	0.0022%
2	3752 -529	829 FOLSOM ST #218	\$ 67.64	0.0023%
2	3752 -530	829 FOLSOM ST #300	\$ 66.68	0.0022%
2	3752 -531	829 FOLSOM ST #302	\$ 65.73	0.0022%
2	3752 -532	829 FOLSOM ST #304	\$ 65.09	0.0022%
2	3752 -533	829 FOLSOM ST #306	\$ 64.77	0.0022%
2	3752 -534	829 FOLSOM ST #308	\$ 62.22	0.0021%
2	3752 -535	829 FOLSOM ST #310	\$ 65.09	0.0022%
2	3752 -536	829 FOLSOM ST #312	\$ 64.13	0.0021%
2	3752 -537	829 FOLSOM ST #314	\$ 68.28	0.0023%
2	3752 -538	829 FOLSOM ST #316	\$ 65.09	0.0022%
2	3752 -539	829 FOLSOM ST #318	\$ 67.32	0.0023%
2	3752 -540	829 FOLSOM ST #400	\$ 66.68	0.0022%
2	3752 -541	829 FOLSOM ST #402	\$ 65.73	0.0022%
2	3752 -542	829 FOLSOM ST #404	\$ 65.09	0.0022%
2	3752 -543	829 FOLSOM ST #406	\$ 64.77	0.0022%
2	3752 -544	829 FOLSOM ST #408	\$ 62.22	0.0021%
2	3752 -545	829 FOLSOM ST #410	\$ 65.09	0.0022%
2	3752 -546	829 FOLSOM ST #412	\$ 64.13	0.0021%
2	3752 -547	829 FOLSOM ST #414	\$ 68.28	0.0023%
2	3752 -548	829 FOLSOM ST #416	\$ 65.09	0.0022%
2	3752 -549	829 FOLSOM ST #418	\$ 67.32	0.0023%
2	3752 -550	829 FOLSOM ST #500	\$ 66.36	0.0022%
2	3752 -551	829 FOLSOM ST #502	\$ 65.73	0.0022%
2	3752 -552	829 FOLSOM ST #504	\$ 65.09	0.0022%
2	3752 -553	829 FOLSOM ST #506	\$ 64.77	0.0022%
2	3752 -554	829 FOLSOM ST #508	\$ 62.22	0.0021%
2	3752 -555	829 FOLSOM ST #510	\$ 65.09	0.0022%
2	3752 -556	829 FOLSOM ST #512	\$ 62.54	0.0021%
2	3752 -557	829 FOLSOM ST #516	\$ 67.32	0.0023%
2	3752 -558	829 FOLSOM ST #518	\$ 67.96	0.0023%
2	3752 -559	829 FOLSOM ST #600	\$ 66.36	0.0022%
2	3752 -560	829 FOLSOM ST #602	\$ 65.73	0.0022%
2	3752 -561	829 FOLSOM ST #604	\$ 65.09	0.0022%
2	3752 -562	829 FOLSOM ST #606	\$ 64.77	0.0022%
2	3752 -563	829 FOLSOM ST #610	\$ 70.83	0.0024%
2	3752 -564	829 FOLSOM ST #612	\$ 62.54	0.0021%
2	3752 -565	829 FOLSOM ST #616	\$ 67.32	0.0023%
2	3752 -566	829 FOLSOM ST #618	\$ 67.96	0.0023%
2	3752 -567	829 FOLSOM ST #700	\$ 66.36	0.0022%
2	3752 -568	829 FOLSOM ST #702	\$ 65.73	0.0022%
2	3752 -569	829 FOLSOM ST #704	\$ 65.09	0.0022%
2	3752 -570	829 FOLSOM ST #706	\$ 64.77	0.0022%
2	3752 -571	829 FOLSOM ST #710	\$ 70.83	0.0024%
2	3752 -572	829 FOLSOM ST #712	\$ 62.54	0.0021%
2	3752 -573	829 FOLSOM ST #716	\$ 67.32	0.0023%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3752 -574	829 FOLSOM ST #718	\$ 67.96	0.0023%
2	3752 -575	829 FOLSOM ST #800	\$ 66.36	0.0022%
2	3752 -576	829 FOLSOM ST #802	\$ 66.36	0.0022%
2	3752 -577	829 FOLSOM ST #804	\$ 65.09	0.0022%
2	3752 -578	829 FOLSOM ST #806	\$ 64.77	0.0022%
2	3752 -579	829 FOLSOM ST #810	\$ 70.83	0.0024%
2	3752 -580	829 FOLSOM ST #812	\$ 62.54	0.0021%
2	3752 -581	829 FOLSOM ST #816	\$ 67.32	0.0023%
2	3752 -582	829 FOLSOM ST #818	\$ 67.96	0.0023%
2	3752 -583	829 FOLSOM ST #900	\$ 74.66	0.0025%
2	3752 -584	829 FOLSOM ST #902	\$ 68.60	0.0023%
2	3752 -585	829 FOLSOM ST #906	\$ 63.17	0.0021%
2	3752 -586	829 FOLSOM ST #910	\$ 71.15	0.0024%
2	3752 -587	829 FOLSOM ST #912	\$ 62.54	0.0021%
2	3752 -588	829 FOLSOM ST #916	\$ 67.32	0.0023%
2	3752 -589	829 FOLSOM ST #918	\$ 67.96	0.0023%
2	3753 -001	300 5TH ST	\$ 7,158.82	0.2393%
2	3753 -003	324 5TH ST	\$ 845.14	0.0282%
2	3753 -004	202-204 SHIPLEY ST	\$ 3,797.02	0.1269%
2	3753 -005	205-207 SHIPLEY ST	\$ 609.70	0.0204%
2	3753 -006A	348-350 5TH ST	\$ 152.43	0.0051%
2	3753 -007	360 5TH ST	\$ 5,890.64	0.1969%
2	3753 -008	372-378 5TH ST	\$ 5,698.27	0.1905%
2	3753 -009	388 5TH ST	\$ 2,022.59	0.0676%
2	3753 -010	396-398 5TH ST	\$ 4,007.14	0.1339%
2	3753 -147	342 5TH ST	\$ 152.43	0.0051%
2	3761 -002	851 HARRISON ST	\$ 13,925.55	0.4655%
2	3761 -063	NO SITE ADDRESS	\$ 1,985.79	0.0664%
2	3761 -064	851 HARRISON ST	\$ 942.23	0.0315%
2	3762 -001	400 3RD ST	\$ 7,128.80	0.2383%
2	3762 -003	428 3RD ST	\$ 7,666.09	0.2562%
2	3762 -106	120 PERRY ST	\$ 1,742.43	0.0582%
2	3762 -108	126-128 PERRY ST	\$ 1,876.00	0.0627%
2	3762 -109	130-132 PERRY ST	\$ 968.02	0.0324%
2	3762 -112	425 4TH ST	\$ 29,732.35	0.9938%
2	3762 -113	759 HARRISON ST	\$ 1,065.19	0.0356%
2	3762 -116	735 HARRISON ST	\$ 17,486.20	0.5845%
2	3762 -117	725 HARRISON ST	\$ 487.76	0.0163%
2	3762 -118	715 HARRISON ST	\$ 4,717.76	0.1577%
2	3763 -001	400-416 2ND ST	\$ 6,980.97	0.2333%
2	3763 -078	38-42 PERRY ST	\$ 1,876.00	0.0627%
2	3763 -079	44-46 PERRY ST	\$ 938.00	0.0314%
2	3763 -080	48 PERRY ST	\$ 703.12	0.0235%
2	3763 -080A	52-54 PERRY ST	\$ 703.88	0.0235%
2	3763 -081	56 PERRY ST	\$ 750.40	0.0251%
2	3763 -093	689 HARRISON ST	\$ 983.40	0.0329%
2	3763 -094	685 HARRISON ST	\$ 938.00	0.0314%
2	3763 -095	679-681 HARRISON ST	\$ 938.00	0.0314%
2	3763 -096	677 HARRISON ST	\$ 1,688.40	0.0564%

Benefit Zone	APN	Site Address	Annual Assessment	Assessment %
2	3763 -099	665 HARRISON ST	\$ 2,269.21	0.0758%
2	3763 -100	657 HARRISON ST	\$ 2,913.43	0.0974%
2	3763 -101	653 HARRISON ST	\$ 3,857.06	0.1289%
2	3763 -105	645 HARRISON ST	\$ 16,855.11	0.5634%
2	3763 -116	401 3RD ST	\$ 4,398.54	0.1470%

APPENDIX C – YBCBD MANAGEMENT
CORPORATION BYLAWS

**BYLAWS
OF
YERBA BUENA COMMUNITY BENEFIT DISTRICT
A California Nonprofit Public Benefit Corporation**

Adopted by the Board of Directors as of November 18, 2008.

90035065.7

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BYLAWS
of
YERBA BUENA COMMUNITY BENEFIT DISTRICT
A California Nonprofit Public Benefit Corporation

ARTICLE 1
NAME, OFFICES, DISTRICT AND PURPOSES

Section 1.1. **Name.** The name of this Corporation is and shall be Yerba Buena Community Benefit District (hereinafter, the "Corporation").

Section 1.2. **Offices.** The principal office of the Corporation shall be located at 55 New Montgomery, Suite 510, San Francisco, California. The principal office and additional offices may be located in such other places, within the City and County of San Francisco, as may be determined from time to time by the Board of Directors of the Corporation (the "Board").

Section 1.3. **Yerba Buena Community Benefit District Defined.** As used herein, the term Yerba Buena Community Benefit District (the "YBCBD") shall mean that portion of the City and County of San Francisco as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 1.4. **Purposes.**

(a) The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable purposes. The Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter the "Internal Revenue Code").

(b) The primary objective and purpose of this Corporation shall be to advance the quality of life for all members of the YBCBD, specifically, and The City and County of San Francisco, in general, including residents, employees and clients of businesses, government agencies and non-profit organizations, property owners and visitors. The Corporation is authorized to conduct all activities necessary or convenient to accomplish the foregoing primary purpose and the following goals:

- (1) Improve safety and security in the YBCBD;

(2) Increase cleanliness and expand the beauty of the Yerba Buena Gardens with greening activities throughout the YBCBD;

(3) Define and brand the YBCBD to increase visitors, business, and community recognition while helping people effectively navigate the Yerba Buena Neighborhood;

(4) Maintain and/or increase the economic viability of the YBCBD;
and

(5) Continue to develop the YBCBD as an ideal place to live, work, study and visit.

(c) The Corporation is empowered to exercise all rights and powers conferred by the laws of the State of California upon nonprofit corporations, including, but without limitation, to receive gifts, devises, bequests and contributions in any form, and to use, apply, invest and reinvest the principal and/or income therefrom or distribute the same for the aforementioned purposes.

ARTICLE 2

NONPARTISAN ACTIVITIES AND DEDICATION OF ASSETS

Section 2.1. **No Partisan Activities.** This Corporation has been formed under the California Nonprofit Corporation Law for the purposes described above, and it shall be nonprofit and nonpartisan. No substantial part of the activities of the Corporation shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of or in opposition to any candidate for public office.

Section 2.2. **No Activities Not in Furtherance of Exempt Purposes.** The Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in Section 1.3 above.

Section 2.3. **Dedication of Assets.** The property of this Corporation is irrevocably dedicated to charitable purposes meeting the requirements for exemption provided by Section 214 of the California Revenue and Taxation Code, and no part of the net income or assets of this Corporation shall ever inure to the benefit of any Director or officer of this Corporation or to any private person or individual.

Section 2.4. **Assets Distributed on Liquidation.** Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed exclusively for charitable purposes to one or more organizations which are then organized and operated exclusively for charitable purposes and which have established their tax exempt status under Internal Revenue Code Section 501(c)(3), or the corresponding section of any future federal tax law (each, a “Qualified Organization”), as determined by the Board of Directors of the Corporation. Any of such assets not so distributed shall be distributed exclusively for the aforesaid purposes of the Corporation to such Qualified Organizations as shall be determined by the Superior Court in the county in which the principal office of the Corporation is located.

ARTICLE 3 MEMBERSHIP

Section 3.1. **No Members.** The Corporation shall not have any members as defined in Section 5056 of the California Nonprofit Corporation Law. References to “members” are to the Board as provided in Section 5310 of the California Nonprofit Corporation Law. Any rights accruing to members under the California Nonprofit Corporation Law shall be held by the Directors.

Section 3.2. **Supporters.** Any person shall be eligible to become a supporter of the Corporation upon payment of such dues or contribution amounts as shall be determined from time to time by the Board. For convenience purposes, supporters of the Corporation may be called members, but shall not be members within the meaning of the California Nonprofit Corporation Law.

ARTICLE 4 BOARD OF DIRECTORS

Section 4.1. **General Powers.** Subject to the provisions of the California Nonprofit Corporation Law, the activities and affairs of this Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board.

Section 4.2. **Number; Composition & Initial Board.**

(a) Number. The Board shall consist of at least seven (7) but no more than twenty-eight (28) Directors, unless changed by amendment of this Bylaw, or by repeal of this Bylaw and adoption of a new Bylaw, as provided in these Bylaws. The exact authorized number of Directors may be varied from time to time and shall be fixed, within those limits, by a resolution adopted by the Board.

(b) Composition. The Board’s composition shall be as follows:

(1) Approximately 14% of the authorized number of Directors shall be individuals:

(i) who represent community organizations that (A) either have a physical presence (such as an office) in the YBCBD or provide services or programs in the YBCBD, and (B) if subject to YBCBD assessments, are not delinquent on any such assessments; and

(ii) who have been elected by the Board of this Corporation to serve as Directors (collectively, the “Community Organization Directors”). As used herein, the term “community organizations” shall mean non-profit organizations that provide social or religious services, low-income housing, or other programs or services that benefit the YBCBD.

(2) Approximately 14% of the authorized number of Directors shall be individuals:

(i) who represent governmental entities or educational institutions that (A) either have a physical presence (such as an office or a campus) or own real property in the YBCBD, and (B) if subject to YBCBD assessments, are not delinquent on any such assessments; and

(ii) who have been elected by the Board of this Corporation to serve as Directors (collectively, the “G&E Directors”). As used herein, the term “governmental entities” shall mean agencies and departments of the City and County of San Francisco or the designee of such an agency or department who represents the interests of the City and County of San Francisco in real estate owned by the City and County of San Francisco and located in the YBCBD. As used herein, the term “educational institutions” shall mean elementary schools, junior high schools, high schools, colleges and universities, in each case accredited by the Western Association of Schools and Colleges.

(3) Approximately 14% of the authorized number of Directors shall be individuals:

(1) who represent nonprofit arts organizations that (A) have a physical presence (such as a gallery, performing space or office) in the YBCBD, and (B) if subject to YBCBD assessments, are not delinquent on any such assessments; and

(2) who have been elected by the Board of this Corporation to serve as Directors (collectively, the “Arts Directors”). As used herein, the term “nonprofit arts organizations” shall mean cultural institutions, galleries, museums, and performing arts organizations that operate on a nonprofit basis.

(4) Approximately 14% of the authorized number of Directors shall be individuals (i) who are residents of residential real estate located in the YBCBD, (ii) who, if subject to YBCBD assessments, are not delinquent on any such assessments, and (iii) who have been elected by the Board to serve as Directors (collectively, the “Resident Directors”). To the

extent feasible, the Board will make reasonable efforts to elect Resident Directors from among owners and tenants of residential real estate in the YCBCD such that the number of owners and tenants are approximately the same.

(5) Approximately 30% of the authorized number of Directors shall be individuals (i) who are owners (or, in the case of an entity, the representative recommended by the entity that is an owner) of for-profit businesses located in the YCBCD, (ii) who, if subject to YCBCD assessments, are not delinquent on any such assessments, and (iii) who have been elected by the Board to serve as Directors (collectively, the “Business Directors”).

(6) Approximately 14% of the authorized number of Directors shall be individuals (i) who meet the requirements of any of the foregoing paragraphs (1) through (5) of this Section 4.2(b), and (ii) who have been elected by the Board to serve as Directors (collectively, the “At Large Directors”).

For purposes of these Bylaws, an individual shall be deemed no longer representing a community organization, a governmental entity, an educational institution, a nonprofit arts organization, or a for-profit business owner entity, and thereby disqualified for any seat on the Board of this Corporation, if such individual ceases being an employee, officer or board member of such organization, entity or institution.

The foregoing paragraphs (1) through (6) of this Section 4.2(b) notwithstanding, not less than 20% of the authorized number of Directors shall be individuals (i) who are for-profit business owners in the YCBCD (or are representatives of entities who are for-profit business owners in the YCBCD), (ii) who (or in the case of representatives of entities who are for-profit business owners in the YCBCD, such entities) have no ownership interests in commercial real property located in the YCBCD, and (iii) who have been elected by the Board to serve as Directors. This paragraph is intended to comply with San Francisco Business and Tax Code Regulation Section 1511(f).

(c) Initial Board. The initial Board of the Corporation shall consist of the individuals whose names are set forth on Exhibit B, attached hereto and incorporated herein by this reference, each of whom shall serve until the expiration of the term set forth opposite his or her name, or his or her death, resignation or removal, whichever occurs first.

Section 4.3. **Duties.** It shall be the duty of the Directors to:

(a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of the Corporation, or by these Bylaws.

(b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Corporation.

(c) Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly.

(d) Meet at such times and places as required by these Bylaws.

(e) Register their addresses with the Secretary of the Corporation, and notices of meetings mailed to them at such addresses shall be valid notices thereof.

Section 4.4. Election & Terms of Office. Except for Directors who serve on the initial Board, Directors shall be elected at the annual Board meeting in January each year from the list of candidates nominated by the Nominating Committee as provided by Section 7.3 of these Bylaws. Election of Directors shall be by a majority vote of the Directors then in office, including Directors whose term of office expires with such meeting. If Directors are not elected at such meeting, they may be elected at any special meeting of the Board or by the unanimous written consent of the Directors then in office. Except for the terms of the initial Directors as set forth on Exhibit B, each Director shall serve staggered three (3) year terms, arranged so that approximately one-third of the Directors' terms shall expire in any year. No Director shall serve more than two (2) consecutive terms (including the one-, two- or three-year terms of the initial Board), and a Director who has served two (2) consecutive terms may be re-elected to the Board only after such Director has taken a leave of no less than one (1) year from service as a Director of the Corporation. Each Director, including a Director elected to fill a vacancy, shall hold office until expiration of the term for which elected and until a successor is elected and qualified. A copy of the Articles of Incorporation of the Corporation and these Bylaws, and any amendments thereto, shall be delivered to each new Director upon taking office.

Section 4.5. Compensation. Directors shall not receive compensation for their services as members of the Board. Nothing herein shall be construed to preclude any Director from receiving reimbursement for reasonable expenses, as may be fixed or determined by resolution of the Board.

Section 4.6. Restriction Regarding Interested Directors. Notwithstanding any other provision of these Bylaws, not more than forty-nine percent (49%) of the persons serving on the Board may be interested persons. For purposes of this Section, "interested persons" means either:

(a) Any person compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full- or part-time officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; or

(b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

All Directors, officers and employees and staff (if any) of the Corporation shall adhere to the Conflict of Interest Policy of the Corporation, a copy of which is attached hereto as Exhibit C, as the same may be amended by the Board from time to time.

Section 4.7. **Place of Meetings.** Meetings shall be held at the principal office of the Corporation unless otherwise provided by the Board or at such place within the City and County of San Francisco, which has been designated from time to time by resolution of the Board. In the absence of such designation, any meeting not held at the principal office of the Corporation shall be valid only if held on the written consent of all Directors, given either before or after the meeting and filed with the Secretary of the Corporation or after all Board members have been given written notice of the meeting as hereinafter provided for special meetings of the Board. Any meeting, annual, regular or special, may be held by:

(a) conference telephone or electronic video screen communication, so long as all Directors participating in such meeting can hear one another and so long as all applicable open meeting requirements of the Ralph M. Brown Act are met; or

(b) electronic transmission by and to the Corporation (other than conference telephone and electronic video screen communication) so long as all of the following apply:

(1) All Directors participating in such meeting can communicate with one another concurrently;

(2) Each Director participating in such meeting is provided the means of participating in all matters before the Board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken; and

(3) All applicable open meeting requirements of the Ralph M. Brown Act are met.

Section 4.8. **Annual & Regular Meetings.** The annual meeting of the Board shall be held in January each year for purposes of organization, election of officers, and transaction of other business that may properly come before the Board. Other regular meetings of the Board may be held at such time and place (within the City and County of San Francisco) as may be designated from time to time by resolution of the Board.

Section 4.9. **Special Meetings.** Special meetings of the Board may be called by the President, the Vice-President, the Secretary, or by any two (2) Directors, and such meetings shall be held at the place within the City and County of San Francisco designated by the person or persons calling the meeting, and in the absence of such designation at the principal office of the Corporation.

Section 4.10. **Notice of Meetings.** All meetings of the Board shall be held upon four (4) days' notice by first-class mail or seven-two (72) hours' notice delivered personally or by telephone or electronic mail. If sent by mail, the notice shall be deemed to be delivered on its deposit in the mails. If sent by electronic mail, the notice shall be deemed to be delivered on its transmission. Such notices shall be addressed to each Director at his or her address as shown on the books of the Corporation.

Section 4.11. **Contents of Notice.** Notice of meetings not herein dispensed with shall specify the purpose, place, day and hour of the meeting.

Section 4.12. **Waiver of Notice and Consent to Holding Meetings.** The transactions of any meeting of the Board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each Director not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals, shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 4.13. **Quorum for Meeting.**

(a) A quorum shall consist of at least: (i) 50% of the number of Directors then serving plus one, or (ii) two, whichever is higher. Except as otherwise provided in these Bylaws or in the Articles of Incorporation of the Corporation, or by law, no business shall be considered by the Board at any meeting at which a quorum is not present, and the only motion which the chair shall entertain at such meeting is a motion to adjourn. However, a majority of the Directors present at such meeting may adjourn from time to time until the time fixed for the next regular meeting of the Board.

(b) The Directors present at a duly called and held meeting at which a quorum is initially present may continue to transact business, notwithstanding the loss of a quorum at the meeting due to a withdrawal of Directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation of the Corporation or these Bylaws.

Section 4.14. **Majority Action as a Board Action.** Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless the Articles of Incorporation of the Corporation or these Bylaws, or provisions of the California Nonprofit Corporation Law, particularly those provisions relating to appointment of committees (Section 5212), approval of contracts or transactions in which a Director has a material financial interest (Section 5233), and indemnification of Directors

(Section 5238e), require a greater percentage or different voting rules for approval of a matter by the Board.

Section 4.15. Conduct of Meetings. Meetings of the Board shall be presided over by the President of the Corporation (who also serves as the Chair of the Board), or, in his or her absence, by the Vice-President of the Corporation (who also serves as the Vice Chair of the Board) or, in the absence of each of these persons, by a chair chosen by a majority of the Directors present at the meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Board, provided that in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting.

Section 4.16. Open Meetings. The Corporation shall comply with the open meeting requirements of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

Section 4.17. Vacancies.

(a) Vacancies on the Board shall exist (1) on the death, resignation or removal of any Director or (2) whenever the number of authorized Directors is increased. The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under Section 5230 and following of the California Nonprofit Corporation Law.

(b) Any Director may resign effective upon giving written notice to the President, the Secretary or the Board, unless the notice specifies a later time for the effectiveness of such resignation. No Director may resign if the Corporation would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the Attorney General of the State of California.

(c) The Board may remove any Director who misses more than 25% of Board meetings in any fiscal year without the Board's consent. The Board shall remove any Director who ceases to meet any of the applicable qualifications set forth in Section 4.2(b)(1) through (6) of these Bylaws.

(d) Any vacancy caused by the death, resignation, disqualification, removal or otherwise of any Director or by an increase in the number of authorized Directors shall be filled by the Board, except that vacancies created by the removal of a Director may be filled only by the remaining Directors.

Section 4.18. Non-Liability of Directors. The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 4.19. **Loans to Directors and Officers.** The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director or officer, unless approved by the Attorney General of the State of California; provided, however, that the Corporation may advance money to a Director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of the duties for such Director or officer upon the prior consent of the President, provided that in the absence of such advance, such Director or officer would be entitled to be reimbursed for such expenses by the Corporation.

**ARTICLE 5
INDEMNIFICATION BY CORPORATION OF DIRECTORS, OFFICERS,
EMPLOYEES AND OTHER AGENTS**

Section 5.1. **Right to Indemnification.**

(a) **Directors and Executive Officers.** The Corporation shall indemnify its Directors and executive officers to the full extent permitted by the California Nonprofit Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said Law permitted the Corporation to provide prior to such amendment); provided, however, that the Corporation may limit the extent of such indemnification by individual contracts with its Directors and executive officers; and, provided, further, that the Corporation shall not be required to indemnify any Director or executive officer in connection with any proceeding (or part thereof) against the Corporation or its Directors, officers, employees or other agents unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Board, or (iii) such indemnification is provided by the Corporation, in its sole discretion, pursuant to the powers vested in the Corporation under the California Nonprofit Corporation Law.

(b) **Other Officers, Employees and Other Agents.** The Corporation shall have the power to indemnify its other officers, employees and other agents as set forth in the California Nonprofit Corporation Law.

(c) **Good Faith.** For purposes of any determination under this Bylaw, a Director or executive officer shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, to have had no reasonable cause to believe that his or her conduct was unlawful, if his or her action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him or her by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or another expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 5.1(c) shall mean any other

corporation or any partnership, joint venture, trust or other enterprise, including any employee benefit plan, of which such person is or was serving at the request of the Corporation as a director, officer, employee or other agent. The provisions of this Section 5.1(c) shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth by the California Nonprofit Corporation Law.

Section 5.2. **Insurance.** The Corporation shall have power to purchase and maintain insurance on behalf of any Director, officer or agent of the Corporation, against any liability asserted against or incurred by the Director, officer, or agent in any such capacity or arising out of the Director, officer, or agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under Section 5.1.

ARTICLE 6 OFFICERS

Section 6.1. **Number of Officers.** The officers of the Corporation shall be a President, a Vice President, a Secretary, a chief financial officer who shall be designated the Treasurer, an Executive Director, and such other officers as may be elected to offices created by the Board. Officers shall have powers and duties as specified herein and as may be additionally prescribed by the Board. One person may hold two or more offices, except neither the Secretary nor the Treasurer may serve concurrently as the President, and no officer shall execute, acknowledge, or verify any instrument in more than one capacity, if such instrument is required to be executed, acknowledged, or verified by two or more officers. The Board (or a committee of the Board) shall review the compensation, including benefits, if any, of the President, Executive Director, and Treasurer, as applicable, as and when required by state or federal law.

Section 6.2. **Qualification, Election, and Term of Office.** Only Directors may serve as officers of the Corporation. Officers shall serve a one (1) year term. Officers shall be elected annually by the Board (following the election of Directors) at the regular annual meeting of the Board from among the candidates nominated by the Nominating Committee in accordance with Section 7.3 of these Bylaws or nominated from the floor at the annual meeting. If the election of any officer shall not be held at such meeting, such election shall be held as soon thereafter as conveniently possible. The foregoing provisions of this Section 6.2 notwithstanding, an individual who is not a Director may serve as the Executive Director, and the Executive Director is not subject to annual election by the Board but shall serve for such term(s) as the Board shall determine in its discretion. Each officer shall hold office until he or she resigns, is removed, is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

Section 6.3. **Subordinate Officers.** The Board may appoint such other officers or agents as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Board.

Section 6.4. **Removal and Resignation.** Any officer may be removed, with or without cause, by the Board at any time. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The foregoing provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board relating to the employment of any officer of the Corporation.

Section 6.5. **Vacancies.** Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by individuals appointed by the Board. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Board may or may not be filled as the Board shall determine.

Section 6.6. **Duties of the President.** The President shall be the chief executive officer of the Corporation. The President shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation of the Corporation, or by these Bylaws, or which may be prescribed from time to time by the Board. The President shall also serve as the Chair of the Board and shall preside at all meetings of the Board. At any time the Corporation does not have an Executive Director, the President shall, subject to the control of the Board, have the authority of the Executive Director as set forth in Section 6.10 of these Bylaws.

Section 6.7. **Duties of the Vice-President.** In the absence of the President, or in the event of his or her inability or refusal to act, the Vice-President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice-President shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation of the Corporation, or by these Bylaws, or as may be prescribed by the Board. The Vice President may be referred to from time to time as the Vice Chair of the Board.

Section 6.8. **Duties of Secretary.** The Secretary shall:

(a) Certify and keep at the principal office of the Corporation the original, or a copy, of these Bylaws as amended or otherwise altered to date.

(b) Keep at the principal office of the Corporation or at such other place as the Board may determine, a book of minutes of all meetings of the Directors, and, if applicable, meetings of committees of Directors, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

(c) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

(d) Be custodian of the records as authorized by law or by these Bylaws.

(e) Exhibit at all reasonable times to any Director of the Corporation, or to his or her agent or attorney, on request thereof, the Bylaws, and the minutes of the proceedings of the Directors of the Corporation.

(f) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board.

Section 6.9. Duties of the Treasurer. Subject to the provisions of these Bylaws relating to the "Execution of Instruments, Deposits and Funds," the Treasurer shall:

(a) Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board.

(b) Receive, and give receipt for, moneys due and payable to the Corporation from any source whatsoever.

(c) Disburse or cause to be disbursed the funds of the Corporation as may be directed by the Board, taking proper vouchers for such disbursements.

(d) Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

(e) Exhibit at all reasonable times the books of account and financial records to any Director of the Corporation, or to his or her agent or attorney, on request thereof.

(f) Render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation.

(g) Prepare and certify, or cause to be prepared and certified, the financial statements to be included in any required reports.

(h) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board.

Section 6.10. Executive Director. The Executive Director shall be the chief operating officer of the Corporation. Subject to the direction and control of the Board of Directors, the Executive Director shall have the general supervision and active management of the day-to-day business and affairs of the Corporation and the employees and agents thereof. The Executive Director shall implement and carry into effect all resolutions and directions of the Board, and any other committee established by these Bylaws or designated by the Board. The Executive Director shall from time to time report to the Board on all matters within his or her knowledge, which the interests of the Corporation may require to be brought to their notice, shall report to the Board with respect to matters of policy affecting the Corporation, shall be responsible for presentation of any proposed changes in the major policies of the Corporation, and, in general, shall discharge all responsibilities and perform all duties usually incident to the office of chief operating officer and perform such other duties as from time to time maybe prescribed by the Board.

Section 6.11. Signing Authority. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Corporation by the Board or these Bylaws, the President or the Executive Director may execute on behalf of the Corporation any contracts, deeds, mortgages, bonds or other instruments as the conduct of the Corporation's business in its ordinary course requires, and may accomplish such execution either individually or with the Secretary, or the Treasurer, or any other officer thereunto authorized.

ARTICLE 7 COMMITTEES

Section 7.1. Board Committees. In addition to the Executive Committee and the Nominating Committee, which are Board Committees as provided in Sections 7.2 and 7.3 of these Bylaws, the Board, by resolution adopted by a majority vote of the Board, may create one or more committees with Board authority, each consisting of two or more Directors and no persons who are not Directors, to serve at the pleasure of the Board. Each such committee (including, but not limited to, the Executive Committee and the Nominating Committee) shall be referred to as a "Board Committee." The appointment of members of a Board Committee requires the majority vote of the Board. Any such Board Committee, to the extent provided in these Bylaws or a Board resolution, shall have the full authority of the Board, except that no Board Committee, regardless of Board resolution, may:

- (a) Fill vacancies on the Board or on any Board Committee;
- (b) Fix compensation of the directors for serving on the Board or on any committee;

- (c) Amend or repeal any of these Bylaws or adopt new bylaws;
- (d) Amend or repeal any resolution of the Board that by its express terms is not so amendable or repealable;
- (e) Remove or appoint any other committees of the Board or their members;
- (f) Expend corporate funds to support a nominee for director after more people have been nominated for Director than can be elected;
- (g) Approve any contract or transaction to which the Corporation is a party and in which one or more of its Directors has a material financial interest, except as special approval is provided for in Section 5233(d)(3) of the California Corporations Code;
- (h) Amend or repeal any of the Corporation's policies or adopt new policies;
- (i) Adopt an annual budget for the Corporation; or
- (j) Amend or repeal any Board resolutions, or adopting any resolutions, relating to YBCBD assessments.

Section 7.2. Executive Committee.

(a) The Executive Committee shall be a Board Committee and shall consist of (a) the President, the Vice President, the Secretary, the Treasurer and the chairpersons of each of the then-existing Board Committees and Advisory Committees. The Executive Committee, unless limited in a resolution of the Board, shall have and may exercise all the authority of the Board in the management of the business and affairs of the Corporation between meetings of the Board; provided, however, that the Executive Committee shall not have the authority of the Board in reference to those matters enumerated in subsections (a) – (j) of Section 7.1 of these Bylaws.

(b) In addition, the Executive Committee shall be charged with the hiring, supervision and evaluation of the Corporation's Executive Director.

(c) The Executive Committee shall inform the Board of all decisions made by it at the Board's next scheduled meeting and/or by timely distribution to the Board of the minutes of the meeting of the Executive Committee.

Section 7.3. Nominating Committee. The Corporation shall have a Nominating Committee, which shall be an Board Committee. The Nominating Committee shall consist of one Community Organization Director, one G&E Director, one Arts Director, one Resident Director, one Business Director and one At Large Director, in each case as appointed by the Board in its sole discretion. In addition, the President of the Corporation shall be a member of the

Nominating Committee and shall serve as the Committee's chair. The Nominating Committee shall identify and nominate qualified candidates for (a) Board seats and (b) officers of the term next due or overdue for election. A person may not be nominated without his or her prior consent. The Nominating Committee shall be appointed at least ninety (90) days before the date of the applicable election. The Nominating Committee shall make its report to the Secretary of the Corporation at least thirty (30) days before the date of election, and the Secretary shall forward to each then serving Director a list of all candidates nominated by the Nominating Committee.

Section 7.4. Advisory Committees. In addition to the Audit Committee, which is an Advisory Committee as provided in Section 7.5 of these Bylaws, the Board, by resolution adopted by a majority vote of the Board, may create one or more advisory committees to the Board (each, an "Advisory Committee"). The members of any Advisory Committee may consist of Directors and non-directors and may be appointed as the Board determines. Each Advisory Committee (including the Audit Committee) shall be chaired by a Director. Advisory Committees may not exercise the authority of the Board to make decisions on behalf of the Corporation, but shall be restricted to making recommendations to the Board or Board Committees, and implementing Board or Board Committee decisions and policies under the supervision and control of the Board or Board Committee.

Section 7.5. Audit Committee. The Corporation shall have an Audit Committee. The Audit Committee shall be an Advisory Committee and shall consist of at least three (3) members who are appointed annually by the Board, each of whom shall be free of any relationships that would interfere with his or her exercise of independent judgment. Without limiting the foregoing, the Audit Committee shall include no members of the staff of this Corporation and no person with a material financial interest in any entity that does business with this Corporation. In addition, neither the President, Treasurer, Executive Director nor the Chief Financial Officer (if any) of this Corporation shall serve on the Audit Committee, regardless of whether he or she is compensated by the Corporation. Furthermore, members of the finance committee of this Corporation, if any, may serve on the Audit Committee so long as they shall comprise less than one-half of the Audit Committee, and the Audit Committee chair shall not be a member of the finance committee. No member of the Audit Committee shall receive any compensation from this Corporation except for reasonable reimbursement of expenses that he or she may incur in connection with his or her service on the Board. Each Audit Committee member shall have a general working knowledge of financial reporting and shall be able to understand and interpret financial statements and supporting schedules. The Audit Committee shall oversee management's preparation of the annual financial statements and the audit by an independent auditor of the financial statements of this Corporation. Without limiting the foregoing, the Audit Committee shall have the following express responsibilities on behalf of this Corporation, subject to the supervision of the Board:

- (a) Recommending to the Board the retention and termination of an independent auditor to prepare financial statements for the Corporation;

- Board;
- (b) Negotiating the independent auditor's compensation on behalf of the
 - (c) Conferring with the auditor to satisfy members that the financial affairs of the Corporation are in order;
 - (d) Reviewing and determining whether to accept the audit;
 - (e) Assuring that any non-audit services performed by the audit firm conform with the standards for auditors' independence contained in the latest revision of the Government Auditing Standards issued by the Comptroller General of the United States (the "Yellow Book");
 - (f) Approving the performance of all non-audit services provided by the audit firm;
 - (g) Reviewing major changes to the Corporation's accounting principles and practices;
 - (h) Reviewing the client representation letter, the audited financial statements, and the management letter and the Corporation's response with the auditor and such other matters that the independent auditor wishes to raise; and
 - (i) Reviewing, approving, and monitoring the Corporation's internal audit function and current compliance activities.

Section 7.6. **Meetings and Action of Committees.** Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board and the Directors, except that the time for regular meetings of committees and the calling of special meetings of committees may be set either by resolution of the Board or, if none, by resolution of the committee. The Board may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws. Each committee created by the Board shall serve at the pleasure of the Board, and shall be subject to the control and direction of the Board. Each such committee shall act by not less than a majority of the whole authorized number of its members.

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ARTICLE 8
EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

Section 8.1. **Execution of Instruments.** The Board, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 8.2. **Checks and Notes.** All checks, drafts or other orders for the payment of money issued in the name of the Corporation (collectively, "Checks") shall be signed by such person or persons and in such manner as shall be authorized from time to time by resolution of the Board. Except for Checks issued in payment of the Corporation's recurring obligations under contracts approved by the Board, any Check for an amount in excess of Five Thousand Dollars (\$5,000) shall require the signatures of two (2) persons so authorized by the Board. The Board may, from time to time by resolution, change the monetary threshold above which said instruments require two (2) signatures.

Section 8.3. **Deposits.** All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

Section 8.4. **Gifts.** The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable purposes of this Corporation.

ARTICLE 9
CORPORATE RECORDS AND REPORTS

Section 9.1. **Maintenance of Corporate Records.** The Corporation shall keep at its principal office in the State of California:

(a) Minutes of all meetings of Directors and committees of the Board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof.

(b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses.

(c) A copy of the Articles of Incorporation of the Corporation and these Bylaws, as amended to date.

Section 9.2. **Directors' Inspection Rights.** Every Director shall have the right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation.

Section 9.3. **Annual Statement of Specific Transactions to Directors.** This Corporation shall mail or deliver to all Directors a statement within one hundred and twenty (120) days after the close of its fiscal year which briefly describes the amount and circumstances of any indemnification or any transaction in which the Corporation, or its parent or its subsidiary was a party, and in which either of the following had a direct or indirect material financial interest:

(a) Any Director or officer of the Corporation, or its parent or subsidiary (a mere common directorship shall not be considered a material financial interest); or

(b) Any holder of more than ten percent (10%) of the voting power of the Corporation, its parent or its subsidiary.

The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than FIFTY THOUSAND DOLLARS (\$50,000) or which was one of a number of transactions with the same person involving, in the aggregate, more than FIFTY THOUSAND DOLLARS (\$50,000).

Similarly, the statement need only be provided with respect to indemnification or advances aggregating more than TEN THOUSAND DOLLARS (\$10,000) paid during the previous fiscal year to any Director or officer.

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to the Corporation, the nature of such persons interest in the transaction and, where practical, the amount of such interest; provided, that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

ARTICLE 10 FISCAL YEAR

Section 10.1. **Fiscal Year.** The fiscal year of the Corporation shall end on June 30 each year.

**ARTICLE 11
CONSTRUCTION AND DEFINITIONS**

Section 11.1. Construction and Definitions. Unless the context requires otherwise, the general provisions, rules of construction, and definition in the California Nonprofit Corporation Law shall govern the construction of these bylaws.

**ARTICLE 12
AMENDMENTS**

Section 12.1. Amendments by Directors. New bylaws may be adopted or these Bylaws may be amended or repealed by approval of a majority vote of the Board. A copy of the proposed amendment or new bylaws shall be included in the notice of meeting given to each Director at which the amendment(s) are to be considered.

ATTACHMENT A

Revisions to Bylaws

Section 7.6 **Working Groups**

Committees may from time to time establish working groups, comprised of less than a quorum of the committee, to work between meetings on a discreet issue. Working groups do not have decision making authority and are restricted to making recommendations to Committees or the Board.

Section 7.67 **Meetings and Action of Committees**

Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board; provided that these requirements shall not apply to working group meetings unless otherwise required by law, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board and the Directors, except that the time for regular meetings of committees and the calling of special meetings of committees may be set either by resolution of the Board or, if none, by resolution of the committee. The Board may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws. Each committee created by the Board shall serve at the pleasure of the Board, and shall be subject to the control and direction of the Board. Each such committee shall act by not less than a majority of the ~~whole authorized~~ actual number of its members.

APPENDIX D – ENGINEER’S REPORT



City and County of San Francisco
Yerba Buena Community Benefit District
Engineer's Report
March 2015

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1. ENGINEER'S LETTER

Pursuant to the Property and Business Improvement District Law of 1994 ("1994 Act"), as augmented by Article 15 to the Business and Tax Regulations Code of the City and County of San Francisco Municipal Code, it is proposed that the Yerba Buena Community Benefit District ("District") be renewed and expanded. If renewed and expanded, assessments would be collected for up to 15 years (July 1, 2015 – June 30, 2030). Expenditure of those collected assessments can continue for up to six months after the end of the assessment collection period (December 31, 2030), at which point the District would then be terminated, if not renewed.

This Engineer's Report presents the plans and specifications describing the improvements, maintenance, and activities, an estimate of the costs of the improvements, maintenance, and activities for the District for the 2015/16 Fiscal Year. The Engineer's Report also includes an assessment diagram showing the area and properties to be assessed, and an assessment of the estimated costs of the improvements, maintenance, and activities, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received.

The following assessment is authorized in order to pay the estimated costs of the District improvements, maintenance and activities to be paid by the assessable real property within the boundaries of the District in proportion to the special benefit received. The following table summarizes the District assessment:

Description	Amount
2015/16 Maximum District Costs:	
Cleaning and Streetscape Improvement Costs	\$1,281,665.91
Safety and Security Activity Costs	1,024,744.40
District Branding, Activation and Marketing Activity Costs	434,614.14
Administration	315,319.79
Contingency and Reserves	95,491.85
Total 2015/16 Maximum District Costs:	\$3,151,836.09
Less: District Contributions	(\$160,113.27)
2015/16 Maximum District Assessment:	\$2,991,722.82
Total Special Benefit Points	318,947.005*
2015/16 Maximum Allowable Assessment per Special Benefit Point	\$9.38

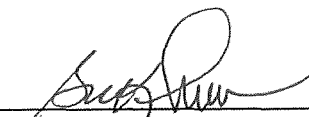
* An explanation of Total Special Benefit Points begins in Section 5 of this Engineer's Report.

The assessment methodology adheres to local and state laws. In making the assessments contained herein pursuant to the 1994 Act, augmented by Article 15 to the Business and Tax Regulations Code of the City and County of San Francisco Municipal Code, Article XIID of the Constitution of the State of California and the Proposition 218 Omnibus Implementation Act, commencing with Section 53750 of the Government Code (collectively referred to as the "Assessment Law"):

1. I identified all parcels which will have a special benefit conferred upon them from the installation, implementation and maintenance of the improvements, maintenance, and activities described in Section 3.2 to this Engineer's Report (the "Specially Benefited Parcels"). For particulars as to the identification of said parcels, reference is made to the Assessment Diagram, a copy of which is included in Section 8 of this Engineer's Report.
2. I have assessed the costs and expenses to install, implement and maintain the improvements, maintenance, and activities upon the Specially Benefited Parcels. In making such assessment:
 - a. The proportionate special benefit derived by each Specially Benefited Parcel from the installation, implementation and maintenance of the improvements, maintenance, and activities was determined in relationship to the entirety of the costs;
 - b. No assessment has been imposed on any Specially Benefited Parcel which exceeds the reasonable cost of the proportional special benefit conferred on such parcel from the installation, implementation and maintenance of improvements, maintenance, and activities; and
 - c. Any general benefits from the installation, implementation and maintenance of improvements, maintenance, and activities have been quantified and separated from the special benefits and only special benefits have been assessed.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared and computed in accordance with the Assessment Law.




Assessment Engineer

2. INTRODUCTION

2.1. Background of District

In 2008, property owners established a community benefit district for the Yerba Buena area for a seven year operational term. Based on the success of the original district, property owners, stakeholders, merchants and residents have shown support to renew the district with minor adjustments to District boundaries.

As part of the assessment district formation process, this Engineer's Report has been prepared to support the renewal and expansion proceedings for the Yerba Buena Community Benefit District ("District").

2.2. Reason for the Assessment

Approval of the assessment covered by this Engineer's Report will generate the annual assessment revenue necessary to provide for the cleaning, public safety and security, streetscape improvements, beautification, branding, activation, marketing, advocacy, and management activities more fully described in Section 3.2. The District improvements, maintenance, and activities include all necessary services, operations and administration required to keep the District improvements and area in an operational and satisfactory condition as well as provide for the ongoing maintenance and activities. The implementation and operations of the District improvements, maintenance, and activities shall also include material, vehicle, equipment, capital improvements, and administrative costs associated with the annual administration and operation of the District.

2.3. Process for Establishing the Assessment

The City and County of San Francisco ("City") cannot form the District and establish assessments without complying with the procedures specified in California Constitution Article XIID (part of Proposition 218). In November 1996, the voters in the State of California passed Proposition 218 which added Article XIID to the California Constitution imposing, among other requirements, the necessity for the City to conduct an assessment ballot procedure to enable the owners of each property on which assessments are proposed to be imposed, the opportunity to express their support for, or opposition to, the proposed assessment. The basic steps of the assessment ballot procedure are outlined below.

The City must prepare a Notice of Public Hearing ("Notice"), which describes, along with other mandated information, the reason for the proposed assessments and provide a date, time and location of a public hearing to be held on the matter. The City must also prepare an assessment ballot, which clearly gives the property owner the ability to sign and execute their assessment ballot either in favor of, or in opposition to, the proposed assessment. The Notice and assessment ballot are mailed to each affected property owner within the District a minimum of 45 days prior to the public hearing date as shown in the Notice. The City may also hold community meetings with the property owners to discuss the issues facing the District and to answer property owner questions directly.

After the Notice and assessment ballot are mailed, property owners are given until the close of the public hearing, as stated in the Notice, to return their signed and executed assessment ballot. During the public hearing, property owners are given the opportunity to address the Board of Supervisors and ask questions or voice their concerns. After the public hearing, the returned assessment ballots received prior to the close of the public hearing are tabulated, weighted by the proposed assessment amount on each property and the results are announced by the Board of Supervisors.

Article XIIID provides that if, as a result of the assessment ballot proceeding, a majority protest is found to exist, the Board of Supervisors shall not have the authority to enact the assessments as proposed. A majority protest exists if the assessments represented by weighted ballots submitted in opposition exceed those weighted ballots submitted in favor of the assessment. All returned ballots are tabulated and weighted according to the financial obligation of each particular parcel, in relation to the total proposed assessments. If there is no majority protest as described above, the Board of Supervisors may approve the District formation and levy the assessments.

3. PLANS AND SPECIFICATIONS

The District will provide for the ongoing cleaning, maintenance, public safety and security, streetscape improvements, beautification, branding, activation, marketing, advocacy, and management activities all located within the boundaries of the District.

3.1. Description of the Boundaries of the District

The parcels subject to the District assessment are located within the City's Yerba Buena area, and include approximately 17 whole or partial blocks. The District boundaries are approximately:

- Market Street from northwest corner of Assessor Parcel No. 3706-048 to 2nd Street (South side only)
- 2nd Street from Market Street to southeast corner of Assessor Parcel No. 3763-001 (West side only)
- Harrison Street from 2nd Street to 5th Street (East and West sides - street and affronting parcels)
- 4th Street from Harrison Street to Perry Street (East and West sides - street and affronting parcels)
- 3rd Street from Harrison Street to Perry Street (East and West sides - street and affronting parcels)
- Perry Street from 4th Street to the end of Perry Street in Block 3763 (North side only)
- 5th Street from Harrison Street to Howard Street (East and West sides – street and affronting parcels)
- 5th Street from Howard Street to northwest corner of Assessor Parcel No. 3705-039 (East side only)
- Mission Street from 5th Street to 4th Street (East and West sides - street and affronting parcels)
- 4th Street from Mission Street to northeast corner of Assessor Parcel No. 3705Z-003 (West side) and Stevenson Alley (East side)
- Stevenson Alley to southwest corner of Assessor Parcel No. 3706-048
- Southwest corner of Assessor Parcel No. 3706-048 to the parcel's northwest corner

The District boundaries include two zones of benefit.

The Zone 1 boundaries are approximately:

- Market Street from northwest corner of Assessor Parcel No. 3706-048 to 2nd Street to (South side only)
- 2nd Street from Market Street to Howard Street (West side only)
- Howard Street from 2nd Street to 3rd Street (North side only)
- 3rd Street from Howard Street to Folsom Street (East side only)
- Folsom Street from 3rd Street to 4th Street (North side only)
- 4th Street from Folsom Street to Howard Street (East side only)
- Howard Street from 4th Street to 5th Street (North side only)
- 5th Street from Howard Street to northwest corner of Assessor Parcel No. 3705-039 (East side only)
- Mission Street from 5th Street to 4th Street (East and West sides - street and affronting parcels)
- 4th Street from Mission Street to northeast corner of Assessor Parcel No. 3705Z-003 (West Side) and Stevenson Alley (East side)
- Stevenson Alley to southwest corner of Assessor Parcel No. 3706-048
- Southwest corner of Assessor Parcel No. 3706-048 to the parcel's northwest corner

The Zone 2 boundaries are:

- 2nd Street from Howard Street to southeast corner of Assessor Parcel No. 3763-001 (West side only)
- Harrison Street from 2nd Street to 5th Street (East and West sides - street and affronting parcels)
- 4th Street from Harrison Street to Perry Street (East and West sides - street and affronting parcels)
- 3rd Street from Harrison Street to Perry Street (East and West sides - street and affronting parcels)
- Perry Street from 4th Street to the end of Perry Street in Block 3763 (North side only)
- 5th Street from Harrison Street to Howard Street (East and West sides - street and affronting parcels)
- Howard Street from 5th Street to 4th Street (South side only)
- 4th Street from Howard Street to Folsom Street (West side only)
- Folsom Street from 4th Street to 3rd Street (South side only)
- 3rd Street from Folsom Street to Howard Street (East side only)
- Howard Street from 3rd Street to 2nd Street (South side only)

Section 8 of this Engineer's Report provides an assessment diagram that more fully provides a description of the District's boundaries and the parcels within those boundaries.

3.2. Description of the District Improvements, Maintenance, and Activities

The installation, implementation and maintenance of the District improvements, maintenance, and activities are provided throughout the District only, and are of direct and special benefit to the parcels within the District.

Cleaning and Streetscape Improvement Program

The District plans to implement a comprehensive program that aims to ensure the maximum possible cleanliness of sidewalks, curbs, fixtures, landscaping, and buildings throughout the District boundaries. Through the utilization of managed services, the Cleaning and Streetscape Improvement Program will strive for a clean and litter-free area that significantly reduces graffiti or other signs of decay. The goal is for property owners, merchants and residents alike to maintain a sense of pride throughout the Yerba Buena area. Cleanliness is crucial to the growth of an aesthetically pleasing and vibrant community.

The District's Cleaning and Streetscape Improvement Program includes regular sidewalk and gutter sweeping, scheduled steam cleanings, power washing, refuse removal, graffiti removal, and streetscape improvements. Streetscape improvements are based upon, but not limited by, the Yerba Buena Street Life Plan ("YBSLP"), a roadmap for enhancing public spaces in the neighborhood. The District will also distribute small annual grants (through its Community Benefit Fund) to community organizations providing services in the District that support the District's mission. The following cleaning and streetscape improvements will be carried out:

Benefit Zone 1

- Regular sidewalk and gutter sweeping – 3 times per day or 21 times per week
- Sidewalk steam cleaning – 2 times per month or 24 times per year
- Spot power washing – As needed; assessed daily
- Frequent trash removal (topping off) – 3 times per day or 21 times per week
- Graffiti removal – Daily
- Tree and plant maintenance, including some weeding and removal of hazardous tree branches – As needed

- Beautification and streetscape improvements – As determined with the continued implementation of the

Benefit Zone 2

- Regular sidewalk and gutter sweeping – 2 times per day or 14 times per week
- Sidewalk steam cleaning – 1 time per month or 12 times per year
- Spot power washing – As needed; assessed daily
- Frequent trash removal (topping off) – 2 times per day or 14 times per week
- Graffiti removal – Daily
- Tree and plant maintenance, including some weeding and removal of hazardous tree branches – As needed
- Beautification and streetscape improvements – As determined with the continued implementation of the YBSLP

Safety and Security Program

The District will work with residents, merchants, the San Francisco Police Department (“SFPD”), and community on a variety of safety programs and strategies to prevent crime and increase pedestrian safety throughout the District. The District will provide Community Guides to assist visitors, connect those in need with social services, and report cleaning and safety issues. The SFPD Bike Patrol Officer dedicated to the District will respond to nuisance issues and safety concerns. The District will also distribute small annual grants (through its Community Benefit Fund) to community organizations providing services in the District that support the District’s mission.

Benefit Zones 1 and 2

- SFPD Bike Patrol Officer – all areas to serve as a reassuring presence and a visible deterrent – Daily
- Community Guides – Provide assistance to persons or businesses in the District, including but not limited to monitoring public areas; directing visitors to local businesses; contacting the District dispatcher to have areas cleaned; reporting safety issues; and, interacting with merchants to share safety related information or learn about merchants’ concerns related to street level activity – Daily

District Branding, Activation and Marketing Program

In order to promote the unique character of the Yerba Buena neighborhood, the District, as directed by the Marketing Committee, will implement a District Branding, Activation and Marketing Program.

The District Branding, Activation and Marketing Program will promote the District’s properties and businesses through specially targeted programs and initiatives. In addition, these activities will contribute to the economic and social vitality of the area, and help with the recruitment and retention of businesses and other entities. District stakeholders view marketing activities as especially useful and necessary during a time of economic downturn, and to help the area stabilize itself and grow during prosperous economic times.

The District will also support the creation and production of special events that draw visitors into the District as a means of additional exposure. The District will program special events and conduct marketing activities in various parts of the District. The District marketing and promotion services will make sure new visitors, employees, patrons, and residents know about area attractions and will help them enjoy their experience in the District. The District plans to include other marketing initiatives as appropriate, and as budget resources allow.

In addition, the District will promote the District as a clean, safe, and vibrant area for businesses, visitors, and residents while also supporting business growth. The District will also distribute small annual grants

(through its Community Benefit Fund) to community organizations providing services in the District that support the improvement and activities of the District.

The District Branding, Activation and Marketing Program will carry out the following tasks:

Benefit Zone 1 & 2 (combine)

- Special events – 3 times per year
- Branding, Activation and Marketing – As determined by the Marketing Committee
- Installation of banners highlighting the District

Management and Operations

The District's effectiveness in forming and maintaining relationships with the community is a vital component to the success of the District. A strong community relations effort emphasizes the importance of positive relationships within the Yerba Buena area and encourages maximum community involvement. Active District management will also afford the opportunity to garner other material, grants, and financial support for the Yerba Buena area.

Regular activities, initiatives, resources that support this task include, but are not limited to:

- A dedicated staff who will serve as a focal point persons and advocate for the District
- Office expenses including accounting, rent, utilities, office supplies, insurance, legal, and other professional services related to District activities

4. ESTIMATE OF COSTS

The estimated costs of installation, implementation and maintenance of the District improvements, maintenance, and activities as described in Section 3 are outlined below. Each year, as part of the District assessment levy calculation process, the costs and expenses are reviewed and the annual costs are projected for the following fiscal year.

4.1. Cost Estimate Budget

The Fiscal Year 2015/16 estimated cost budget, from July 1, 2015 through June 30, 2016 for the installation, implementation and maintenance of the District improvements, maintenance, and activities is as follows:

Description	Amount
Cleaning and Streetscape Improvement Costs	\$1,281,665.91
Safety and Security Costs	1,024,744.40
District Branding, Activation and Marketing Costs	434,614.14
Administration	315,319.79
Contingency and Reserves	95,491.85
Total 2015/16 Cost Estimate Budget	\$3,151,836.09

The Fiscal Year 2015/16 estimated cost budget will be funded as follows:

Description of Revenue Source	2015/16 Revenue Amount
Assessment Revenue	\$2,991,722.82
Other Revenue(1)	160,113.27
Total 2015/16 Annual Revenue	\$3,151,836.09

(1) Comprised of additional funds generated from sources such as grants, donations, fees for service contracts, and in-kind donations.

5. SPECIAL AND GENERAL BENEFIT

5.1. Introduction

Pursuant to Article XIID, all parcels that receive a special benefit conferred upon them as a result of the installation, implementation and maintenance of the improvements, maintenance, and activities shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire costs of the installation, implementation and maintenance of the improvements, maintenance, and activities.

Article XIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property. Proposition 218 requires that the City separate the general benefit from special benefit, so that only special benefit may be assessed to properties within the District. Furthermore, Article XIID also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment.

5.2. Identification of Benefit

The ongoing maintenance, servicing and operation of the District improvements, maintenance, and activities will provide benefits to both those properties within the District boundaries and to the community as a whole. The benefit conferred to property within the District can be grouped into three primary benefit categories; aesthetic benefit, safety benefit and economic activity benefit. The three District benefit categories are further expanded upon in each section below.

Cleaning and Streetscape Improvement Benefit

The cleaning and streetscape improvement benefit relates to the increase in the overall aesthetics as a result of the ongoing maintenance, servicing and operation of the improvements, maintenance, streetscape improvements based upon the YBSLP, and activities provided to the District. The sidewalk services, trash services, graffiti abatement, and beautification activities will enhance the overall image and desirability of the properties within the District. The following cleaning and streetscape improvement benefits will be provided as a result of the District improvements, maintenance, and activities:

- Clean sidewalks will enhance the community identity of the Yerba Buena area, which will lead to a stronger and healthier neighborhood corridor. The overall appeal of the District is enhanced when improvements are in place and kept in a healthy and satisfactory condition.
- Uniform and well-maintained improvements, maintenance, and activities will create cohesion throughout the District. This District cohesion will enhance the retail and residential experience as well as encourage maximum use of building and lot area. A uniform maintenance management program will allow for consistent and reliable maintenance throughout the District boundaries.
- Upgraded sidewalk amenities and other improvements, maintenance, and activities will enhance the appearance, desirability and “livability” of the property directly fronting the improvements provided throughout the District.

As a result of continued maintenance of the improvements, maintenance, and activities, the overall “livability” of the District will increase. “Livability” encompasses several qualities and characteristics that are unique to a specific area. The Victoria Transport Policy Institute (VTPI, 2011) expands on the concept of “livability” and the various benefits associated with that designation. The Victoria Transport Policy Institute indicates that the “livability” of an area increases property desirability and business activity. “Livability” is largely affected by conditions in the public realm, places where people naturally interact with each other and their community, including streets, parks, transportation terminals and other

public facilities. “Livability” also refers to the environmental and social quality of an area as perceived by employees, customers and visitors. This includes local environmental conditions, the quality of social interactions, opportunities for recreation and entertainment, aesthetics, and existence of unique cultural and environmental resources.

Safety and Security Benefit

The maintained District improvements and the presence of the Community Guides and a SFPD bike patrol officer dedicated to the District will provide an increased level of safety to the property, businesses, residents, and visitors to the District.

The following safety and security benefits will be provided as a result of the District improvements, maintenance, and activities:

- The improvements, maintenance, and activities will provide for clear and safe access to and from District properties, as well as provide for safe pedestrian passage throughout the District.
- Well-maintained sidewalks, free of trash, provide a separation between vehicle and pedestrian as well as property and pedestrian, which provides a safety benefit for both property and pedestrian. The U.S. Department of Transportation Federal Highway Administration (FHWA, n.d.) notes that annually, around 4,500 pedestrians are killed in traffic crashes with motor vehicles in the United States. Pedestrians killed while "walking along the roadway" account for almost 8% of those deaths. Providing safe walkways separated from the travel lanes could help to prevent up to 88% of these "walking along roadway" crashes.
- Regular maintenance to the District improvements ensures that the improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties adjacent to or in close proximity to the sidewalks.
- Safety for pedestrians involves not only a degree of protection from vehicular accidents, but also from criminal activity. Well monitored areas mitigate crime, especially vandalism, and enhance pedestrian safety.

In 2012, the City’s Office of Economic and Workforce Development prepared a report entitled “Impact Analysis of San Francisco’s Property & Business Improvement Districts (CBDs/BIDs)”. The intent of this analysis was to determine the level of impact these types of districts have on their communities. The analysis noted that after implementing public safety services as part of the district’s services, crime levels decreased within these districts 68% of the time (Ellicot & Pagan, 2012).

District Branding, Activation and Marketing Benefit

The branding, activation and marketing activity benefit relates to the increase in the District’s economic activity and future property development potential as a result of the District improvements, maintenance, and activities. The branding, activation and marketing activity for property within the District can best be described as the ability for the property within the District to develop, redevelop and operate at the property’s highest and best use. Properties within the District will receive the following branding, activation and marketing activity benefits as a result of the District improvements, maintenance, and activities:

- The District will provide a comprehensive marketing plan that will seek to promote District properties as well as attract, retain and expand the retail and business climate throughout the District.
- The enhanced marketing improvements, maintenance, and activities, throughout the Yerba Buena area will encourage new non-residential property development, as well as encourage existing property to renovate and/or expand to the highest and best use of the property. This marketing and economic activity effort will reduce vacancy rates and increase lease rates and utilization of property within the District.
- Well-maintained and safe District areas will encourage an increase in the overall pedestrian activity. The District area will become more pedestrian friendly, thus improving the retail environment by encouraging individuals to shop, dine, and stay within the District boundaries.

Well-maintained and safe sidewalks and public right-of-ways not only make adjacent properties appear more stable and prosperous, but can spur investment in the property. The National Complete Streets Coalition (NCSC, n.d.) notes that street design that is inclusive of all modes of transportation, where appropriate, not only improves conditions for existing businesses, but also is a proven method for revitalizing an area and attracting new development. Washington, DC's Barracks Row was experiencing a steady decline of commercial activity due to uninviting sidewalks, lack of streetlights, and speeding traffic. After many design improvements, which included new patterned sidewalks, more efficient public parking, and new traffic signals, Barrack's Row attracted 44 new businesses and 200 new jobs. Economic activity on this three-quarter mile strip (measured by sales, employees, and number of pedestrians) has more than tripled since the inception of the project.

5.3. Separation of General Benefit

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must next "separate the general benefits from the special benefits conferred," and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the installation, implementation and maintenance of District improvements, maintenance, and activities to be provided by the assessments levied. The installation, implementation and maintenance of assessment funded District improvements, maintenance, and activities provided by the District will be located within the District boundaries only. There will be no installation, implementation and maintenance of assessment funded District improvements, maintenance, and activities located outside of the District boundaries.

The ongoing installation, implementation and maintenance of District improvements, maintenance, and activities will provide cleaning and streetscape improvements, safety and security, and marketing activity benefits to the property within the District. However, it is recognized that the ongoing installation, implementation and maintenance of District improvements, maintenance, and activities will also provide a level of benefit to some property and businesses within proximity to the District, as well as visitors and individuals passing through the District. Pedestrian traffic from property within and outside of the District as well as individuals passing through the District area will be able to utilize the safe and maintained sidewalks and to not only access property located within the District, but also property located within close proximity outside of the District. Therefore, the general benefit created as a result of the District improvements, maintenance, and activities has been considered.

5.4. Quantification of General Benefit

In order for property within the District to be assessed only for that portion of special benefit received from the District improvements, maintenance, and activities, the general benefit provided by the ongoing improvements, maintenance, and activities needs to be quantified. The amount of general benefit that is provided from the District improvements, maintenance, and activities cannot be funded via property owner assessments within the District.

As a result of the District improvements, maintenance, and activities, there will be a level of general benefit to pedestrians and others who do not live in or intend to access property within the District. There will be pedestrian traffic generated from property outside of the District that will utilize the maintained sidewalks in order to pass through the District and access property located outside of the District boundaries. In addition to accessing property located outside of the District, there will also be a level of pedestrian activity that will utilize the maintained sidewalks for leisure and fitness activities. Pedestrians will incorporate the maintained and safe sidewalks into their leisure and fitness routines, thus making the District sidewalks serve as a pass through portion of their overall route traveled. The benefit provided to

property and pedestrians, as a result of the maintained sidewalks serving as a pass through corridor, needs to be quantified.

People walk for a variety of reasons, whether the reason is to commute to work, run errands, shop, leisure activities, fitness, or some other purpose. To enhance the overall walking experience, pedestrians will seek out and utilize sidewalk facilities that provide a safe place to walk as well as an environment that provides a certain amount of visual interest. In 2008, the San Francisco County Transportation Authority (SFCTA) conducted a survey (Bent, 2008) to determine the modal choice of patrons visiting the downtown area. According to the results of the survey, approximately 20% of those surveyed responded that walking was their preferred travel mode (Bent, 2008).

San Francisco is comprised of many neighborhoods located throughout the City. To better understand the demographic makeup of these various neighborhoods, the San Francisco Planning Department prepared the San Francisco Socio-Economic Profiles American Community Survey 2005-2009 (“San Francisco Profile”) (San Francisco Planning Department, 2011). Portions of the District’s boundary lie within the boundaries of the neighborhood areas identified as Financial and South of Market. However, to capture a better understanding of the pedestrian traffic that may utilize the District sidewalks to access adjacent neighborhoods, the neighborhoods of Downtown/Civic Center, Mission, and Mission Bay were also considered in the analysis. Applying the SFCTA survey data of 20% of trips, where the typical travel mode of transportation was walking, to each of the neighborhood population sets, approximately 28,754 people within proximity of the District utilize walking as their typical mode of transportation. The table below provides the number of persons per neighborhood that would utilize walking as the typical mode of transportation:

Neighborhood	Neighborhood Population	Population w/Walking as Typical Mode of Transportation(1)
Downtown/Civic Center	44,240	8,848
Financial	1,780	356
South of Market	31,370	6,274
Mission	57,300	11,460
Mission Bay	9,080	1,816
Totals:	143,770	28,754

(1) Population multiplied by 20%.

To further identify the non-District population within close proximity of the District, the population residing within the District needs to be quantified and excluded from the total walking population figure of 28,754. The District boundaries are contained within the Financial and South of Market neighborhoods. Utilizing the population information and number of housing units provided in the neighborhood profiles (SF Planning Department, 2011) the average household size for the District was calculated. Totaling the populations for each neighborhood and dividing that by the total number of housing units, the estimated persons per household within the District is approximately 2.10. Based on this average household size and the number of residential units within the District, 10,004 people reside within the District boundaries. Applying the SFCTA survey’s walking travel mode percentage of 20% to the District population, 2,001 people within the District boundaries use walking as their primary mode of transportation. Therefore, the adjusted total surrounding neighborhood area population, located outside of the District boundaries, that uses walking as the primary mode of transportation is 26,753 people.

Neighborhood	Population	Population w/Walking as Typical Mode of Transportation(1)
Downtown/Civic Center	44,240	8,848
Financial	1,780	356
South of Market	31,370	6,274
Mission	57,300	11,460
Mission Bay	9,080	1,816
Sub-totals:	143,770	28,754
Less District Boundary Population	(10,004)	(2,001)
Non-District Totals:	133,766	26,753

(1) Population multiplied by 20%.

However, in order to obtain a better picture of the overall level of general benefit provided by the District improvements, maintenance, and activities, the pedestrian traffic that utilizes walking as the typical mode of transportation that will seek out and use sidewalks within the District's boundaries to access property outside of the District's boundaries must be considered.

The Summary of Travel Trends, 2009 National Household Travel Survey ("NHTS") prepared by the U.S. Department of Transportation Federal Highway Administration (FHWA, 2011) analyzed the number of person trips by various modes of transportations such as private vehicle, transit, walking, or some other means of transportation. According to the Urban Area data extracted from the 2009 NHTS database, of the annual 31,966 (in millions) total person trips made using walking as the primary mode of transportation (FHWA, 2011), 27.31% of the trips were identified as social, recreational, and other activities not provided within the boundaries of the District.

Applying this percentage of non-District related activity to the non-District surrounding population of 26,753 that utilizes walking as the typical mode of transportation, 7,306 people use the maintained District improvements to engage in general benefit activity.

Description	Population
Non-District population utilizing walking as the typical mode of transportation	26,753
% of SFMTA intercept survey trips representing activities outside of the District	27.31%
Non-District population engaging in general benefit activities	7,306

The number of persons engaging in general benefit activities represents 5.08% of the total neighborhood population, of 143,770 previously identified above, and is therefore considered to be District general benefit.

District General Benefit	5.08%
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The general benefit provided by the District improvements, maintenance, and activities is 5.08%. Accordingly, 94.92% of the benefits from the District improvements, maintenance, and activities are considered to provide special benefits to the properties within the District and thus could be subject to assessment therein.

5.5. *Apportioning of Special Benefit*

As outlined above, each of the parcels within the District is deemed to receive special benefit from the District improvements, maintenance, and activities. Each parcel that has a special benefit conferred upon it as a result of the ongoing District improvements, maintenance, and activities is identified and the proportionate special benefit derived by each identified parcel is determined in relationship to the District costs.

Benefit Points Assignment

Cleaning and Streetscape Improvement Benefit Points and Safety and Security Benefit Points Assignment

Benefit points are assigned based upon not only the property's location to the District improvements, maintenance, and activities, but also the property's existing land use designation and pedestrian traffic associated with those different land uses. Those property land uses that are more likely to generate and attract activity receive a greater benefit from the District's improvements, maintenance, and activities when compared to those properties that do not generate as much traffic. District improvements, maintenance, and activities will be provided uniformly throughout each respective zone of service within the District boundaries. These clean and safe areas create an aesthetically pleasing and safe environment for District properties, and those individuals utilizing District property, whether it is to shop, dine, live, utilize services, or visit.

In order to recognize the varying levels of pedestrian traffic generated by the different property land uses within the District, properties are assigned benefit points based upon the likelihood of District pedestrian traffic to shop, dine, visit, or seek out services from the different property land uses throughout the District. The benefit points assigned are weighted based upon the walking trip purpose identified in the 2009 NHTS survey. After reducing the non-District population of 26,753 by the 7,306 people engaged in general benefit, there is a walking trip population of 19,447 with trip purposes attributable to special benefit. Allocating this special benefit population to each of the special benefit trip purposes identified in the 2009 NHTS survey, the special benefit population is allocated as follows:

Trip Purpose	2009 NHTS Survey %(1)	Special Benefit Population
Home	35.97%	9,624
Work	6.34%	1,696
School/Daycare/Religious Activity	4.89%	1,308
Medical/Dental Services	0.64%	171
Shopping/Errands	12.05%	3,224
Family Personal Business/Obligations	6.34%	1,696
Meals	6.46%	1,728
Total Special Benefit Population	72.69%	19,447

(1) Does not include those trip purposes previously identified as general benefit.

To determine the assigned cleaning and streetscape improvement benefit points and safety and security benefit points for each property land use category within the District, the total allocated special benefit population determined in the above table was categorized into each of the three District property land use categories. Work, Shopping/Errands, Family Personal Business/Obligations, and Meals special benefit trip purpose populations were assigned to the Non-Residential Property category, Home was assigned to the Residential Property category, and School/Daycare/Religious Activity was assigned to the Non-Profit / Public Property category. The total allocated special benefit population is summarized into each of the three property land use categories as follows:

Property Land Use	Total Special Benefit Population
Non-Residential Property	8,344
Residential Property	9,624
Non-Profit / Public Property	1,479
Total Special Benefit Population	19,447

Utilizing the Non-Residential Property land use as the base land use category, a cleaning and streetscape improvement benefit point and a safety and security benefit point of 1.00 is assigned. The other property land use categories are assigned cleaning and streetscape improvement benefit points and safety and security benefit points based upon their proportional relationship to the special benefit population for Non-Residential Property. For example, the Residential Property total special benefit population of 9,624 is approximately 1.20 times that of the Non-Residential Property total special benefit population of 8,344. To recognize cleaning and streetscape improvement and safety and security benefits provided to undeveloped property, 0.20 benefit points were assigned for cleaning and streetscape improvement and safety and security benefit. The cleaning and streetscape improvement benefit points and safety and security benefit points are assigned as follows:

Property Land Use	Cleaning and Streetscape Improvement Benefit Points	Safety and Security Benefit Points
Non-Residential Property	1.00	1.00
Residential Property	1.20	1.20
Non-Profit / Public Property	0.20	0.20
Undeveloped Property	0.20	0.20

Branding, Activation and Marketing Benefit Points Assignment

The District is an established mixed-use area that features a blend of non-residential, residential, non-profit, and public property with development and redevelopment potential. The potential for properties to develop and redevelop to maximize their use as well as invest in their economic presence, District properties are assigned benefit points for the benefits received from the District's marketing activities. District marketing activities are designed to strengthen the economic landscape within the Yerba Buena area. District branding, activation and marketing activities will be geared towards creating a more vibrant and thriving commercial area, maximize occupancy for both non-residential and residential units, and encourage the use of non-profit and public services, which will support increased activity for existing property and encourage the development or redevelopment of other property.

A District with a variety of non-residential activity contained within a thriving economic area will encourage individuals to stay within the District to shop, dine and take part in other commercial activities instead of seeking similar activities outside of the District. Therefore, non-residential properties are assigned 2.00 marketing activity benefit points to account for increased activity resulting from enhanced marketing activities within and for the District. The Moscone Center and District museums and cultural institutions receive similar benefits, but the Moscone Center and District museums and cultural institutions have dedicated and independent marketing campaigns that draw people to the area. Moreover, San Francisco Travel provides marketing resources for the Moscone Center and District museums and cultural institutions. Therefore, to recognize the independent marketing efforts provided by the Moscone Center and District museums and cultural institutions, 1.50 branding, activation and marketing activity benefit points are assigned to Moscone Center and District museums and cultural institution properties. A vibrant and thriving mixed use area will aid in retaining the long-term occupancy among the residential units throughout the District as well as strengthen the community brand for the area in which these residents live. To account for the marketing activities that will brand the Yerba Buena community, residential property is assigned 1.00 marketing activity points. Branding, activation and marketing activities will primarily benefit the non-residential and residential property within the District, but there are benefits

provided to non-profit and public properties within the District by providing increased exposure for the non-profit and public services available and providing an overall enhanced District area. To account for this branding, activation and marketing activity benefit, non-profit and public properties are assigned 0.50 marketing activity benefit points. Undeveloped properties are assigned 0.25 branding, activation and marketing activity benefit points to recognize the limited benefits received from increased exposure for development potential as a result of branding, activation and marketing activities.

The following table provides the branding, activation and marketing activity benefit points assigned to the various parcel land use categories within the District.

Property Land Use	Branding, Activation, and Marketing Benefit Points
Non-Residential Property-Hotels, Retail, Office	2.00
Non-Residential Property-Convention Center, Museum, Cultural	1.50
Residential Property	1.00
Non-Profit / Public Property	0.50
Undeveloped Property	0.25

The total benefit point assignment for each of the property land use categories is as follows:

Property Land Use	Cleaning and Streetscape Improvement Benefit Points	Safety and Security Benefit Points	Branding, Activation and Marketing Benefit Points	Total Benefit Points
Non-Residential Property-Hotels, Retail, Office	1.00	1.00	2.00	4.00
Non-Residential Property-Convention Center, Museum, Cultural	1.00	1.00	1.50	3.50
Residential Property	1.20	1.20	1.00	3.40
Non-Profit / Public Property	0.20	0.20	0.50	0.90
Undeveloped Property	0.20	0.20	0.25	0.65

Parcel Factors

The method of apportioning benefit to parcels within the District reflects the proportional special benefit assigned to each property from the District improvements, maintenance, and activities based upon the various property characteristics for each parcel as compared to other properties within the District. As part of the special benefit analysis various property characteristics were analyzed including street frontage, building size, land use, etc. Given that the special benefits provided by the District improvements, maintenance, and activities focus on aesthetic benefit, safety benefit and economic activity benefit, it was determined that linear street frontage, building square footage, and land use are the most appropriate parcel factors. Each parcel's linear street frontage, building square footage, and land use have been used as the primary assessment variables for the calculation and assignment of parcel factors.

Benefit Zone

The District intends to provide two varying levels of service. These service levels are not uniform throughout the District, but are uniform throughout each zone of benefit. The District Management Corporation will provide a base level of service throughout the District. The Benefit Zone 2 level of service will equal this base level, and is consistent throughout the boundaries of Benefit Zone 2. Benefit Zone 1 will receive a level of service that is approximately a 50% increase above the base level when compared to Benefit Zone 2. Therefore, to account for this increased level of service Benefit Zone 1 is assigned a zone factor of 1.50 points while Benefit Zone 2 is assigned a zone factor of 1.00 point.

Benefit Zone	Zone Factor
Benefit Zone 1	1.50
Benefit Zone 2	1.00

Land Use

Properties in the District are assigned a land use category, as further outlined below, and may be reassigned if the property's designated land use changes.

Non-Residential Property-Hotels, Retail, Office: Non-Residential Property-Hotels, Retail, Office consists of parcels owned or leased by an entity for profit-making purposes and used for commercial purposes such as hotel, retail, restaurant, commercial parking lots and garages, or office property. This property land use category does not include properties identified as Non-Residential Property-Convention Center, Museum, Cultural properties.

Non-Residential Property-Convention Center, Museum, Cultural: Non-Residential Property-Convention Center, Museum, Cultural consists of parcels owned or leased for purposes related to convention centers, museums, and cultural institutions. Non-Residential Property-Convention Center, Museum, Cultural land use also includes those parcels owned or leased for museum and cultural institution operations.

Non-Profit Property: Non-Profit Property consists of parcels owned or used as follows:

- Includes parcels owned by non-profit entities approved under section 501(c) of the Internal Revenue Service code.
- Includes parcels that are occupied (80% or more of building square footage) by one or more non-profit corporations, as tenants and/or subtenants.
- Includes parcels that are occupied (80% or more of building square footage) by activities that receive a welfare tax exemption or by an affordable housing development regulated by covenants or regulatory agreements with a public agency.
- This land use category does not include the District museum and cultural institution parcels previously identified in the Non-Residential Property-Convention Center, Museum, Cultural land use category.

Public Property: Public Property consists of parcels owned or used as follows:

- Parcels owned by a government entity; for example, police stations, schools, and government-owned office buildings.
- Includes parcels that are occupied (80% or more of building square footage) by one or more public entities, as tenants and/or subtenants.
- Public Property does not include profit parking lots and garages owned by governmental entities and used for profit-making purposes.

Residential Property: Residential Property consists of single family dwellings, duplexes, triplexes, condominiums, and apartment units used exclusively for residential purposes.

Undeveloped and redeveloped properties will be reassigned an appropriate land use category. New building square footage will become assessable for the upcoming fiscal year, if a temporary or final

certificate of occupancy has been issued prior to the submittal of the annual assessment database to the City.

By adjusting the assigned special benefit points assigned for each property land use category by parcel factors, a more complete picture of the proportional special benefits received by each parcel within the District is presented. Therefore, linear, and building factors were calculated and assigned for each parcel in the District according to the formulas below:

Linear Factor

Given the linear nature of the cleaning and public safety improvements, maintenance, and activities, each parcel within the District is assigned a linear factor that is equal to the parcel's linear street frontage that receives ongoing District cleaning and public safety improvements, maintenance, and activities.

Linear Factor	=	Parcel's Assigned Linear Street Frontage
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There are several parcels throughout the District that share the same area footprint, with each of these parcels being assigned a separate Assessor's Parcel Number by the San Francisco Assessor's office. For those areas that include multiple Assessor's Parcels, each Assessor's Parcel's assigned linear street frontage shall be calculated by allocating the total linear street frontage for the area equally to each Assessor's Parcel located on the footprint of that area.

Building Factor

Buildings in the District range from single-story structures to large multi-story structures. In order to create a factor to account for the many variations in the buildings, the minimum lot size for the area was considered. In the Yerba Buena area, the majority of the buildings within the District cover the entire footprint of the lot. Utilizing the minimum square footage of 2,500 prescribed by the City of San Francisco Planning Code Section 121(e)(2) for most lots in zoning use districts other than RH-1(D), a building factor is calculated for each parcel based on the assigned building square footage for the parcel divided by 2,500:

Building Factor	=	Parcel's Assigned Building Square Footage	/	2,500
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Total Special Benefit Points Calculation

The formula below shows the total special benefit points calculation for each parcel within the District:

Parcel's Total Special Benefit Points	=	Zone Factor	X	(Linear Factor + Building Factor)	X	Total Benefit Points Assignment
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Data Considerations and Parcel Changes

The use of the latest Assessor's Secured Roll information has been and shall be used in the future as the basis in determining each parcel's land use, linear street frontage, and building square footage, unless better data was or is available to the City. In addition, if any parcel within the District is determined by the Assessment Roll to be an invalid parcel number, the land use, linear street frontage, and building square footage of the subsequent valid parcels shall serve as the basis in assigning special benefit points.

Total Special Benefit Points

The total special benefit points for the District at this time are 318,947.005. Section 7 of this Engineer's Report provides a detailed special benefit points breakdown for each parcel in the District.

6. METHOD OF ASSESSMENT

6.1. Assessment Budget

In order to assess the parcels within the District for the special benefits received from the ongoing District improvements, maintenance, and activities, the general and special benefits must be separated. As previously quantified in Section 5.4 of this Engineer's Report, the general benefit received from the District improvements, maintenance, and activities is 5.08%. Accordingly, 94.92% of the benefits from the District improvements, maintenance, and activities are considered to provide special benefits to the properties within the District and thus could be subject to assessment therein.

Description	Amount
District Improvements, Maintenance and Activities Cost Estimate	\$3,151,836.09
Less: General Benefit Contribution	(160,113.27)
Total Cost Estimate to be levied in 2015/16	\$2,991,722.82

Assessment Rate per Special Benefit Point

The assessment rate per special benefit point is calculated by dividing the total cost estimate to be levied in 2015/16 by the total special benefit points assigned. The following formula provides the assessment rate per special benefit point calculation:

$$\text{Total Cost Estimate to be levied in 2015/16} / \text{Total Special Benefit Points} = \text{Assessment Rate per Special Benefit Point}$$

$$\$2,991,722.82 / 318,947.005 = \$9.38$$

If the total special benefit points change in future years, the maximum allowable annual assessment rate will not be recalculated. The maximum allowable annual assessment rate, plus the annual cost of living inflator (up to 3%), will remain fixed. Furthermore, pursuant to Proposition 218, the total building square footage for developed and redeveloped parcels will be assessed from the date each respective parcel receives a temporary and/or permanent certificate of occupancy. As a result, the District's total maximum assessment can increase due to development. The total maximum assessment amount, not including the annual cost of living inflator, shall not exceed 5% of the previous year's total maximum assessment as a result of development, and development increases shall not require a vote as the assessment methodology and the maximum allowable assessment rate per benefit point do not change. The actual total annual assessment amount levied will be calculated by multiplying the fiscal year's total special benefit points by the fiscal year's approved maximum annual assessment rate.

The individual assessments are shown on the assessment roll in Section 9 of this Engineer's Report.

6.2. Method of Assessment Spread

The method of assessment is based upon a formula that assigns the special benefit to each parcel, with special benefit points being adjusted by linear, lot and building factors. The formulas below provide a summary of the annual assessment calculation for each parcel in the District.

(A) Parcel's Total Special Benefit Points	=	(B) Zone Factor	X	(C + D) (Linear Factor + Building Factor)	X	(E) Parcel's Benefit Points
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Benefit Zone	(B) Zone Factor
Benefit Zone 1	1.50
Benefit Zone 2	1.00

(C) Linear Factor	=	Parcel's Assigned Linear Frontage		
(D) Building Factor	=	Parcel's Assigned Building Square Footage	/	2,500

Property Land Use	(E) Total Benefit Points
Non-Residential Property-Hotels, Retail, Office	4.00
Non-Residential Property: Convention Center, Museum, Cultural	3.50
Residential Property	3.40
Non-Profit / Public Property	0.90
Undeveloped Property	0.65

Parcel's 2015/16 Maximum Allowable Assessment(1)	=	(A) x \$9.38 Parcel's Total Special Benefit Points x \$9.38
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(1) Subject to a cost of living inflator, beginning Fiscal Year 2016/17.

6.3. Cost of Living Inflator and Potential Future Development

Each fiscal year beginning Fiscal Year 2016/17, the maximum allowable assessment amount may be increased by the lesser of 3.0% or the annual percentage change of the Consumer Price Index for all Urban Consumers, for the San Francisco-Oakland-San Jose area (Series Id: CUURA422SA0, CUUSA422SA0 Not Seasonally Adjusted) ("CPI"). If for any reason the percentage change is negative the maximum allowable assessment would not be decreased by reason of such negative percentage change and would remain at the amount as computed on the previous fiscal year regardless of any CPI adjustment. The annual assessment cannot exceed the actual costs to operate the District in any given year.

Additionally, as a result of continued development, the District may experience an addition or subtraction of assessable building square footage for parcels included and assessed within the District boundaries. Modification of parcel improvements assessed within the District may change upwards or downwards depending upon the amount of total building square footage assessed for these parcels.

Pursuant to Proposition 218, the total building square footage for developed and redeveloped parcels will be assessed from the date each respective parcel receives a temporary and/or permanent certificate of occupancy. As a result, the District's total maximum assessment can increase due to development. The total maximum assessment amount, not including the annual cost of living inflator, shall not exceed 5% of the previous year's total maximum assessment as a result of development, and development increases shall not require a vote as the assessment methodology and the maximum allowable assessment rate per benefit point do not change.

7. SPECIAL BENEFIT POINT ASSIGNMENT

The detailed breakdown of the special benefit points assignment for each parcel in the District is shown on the following pages.

8. ASSESSMENT DIAGRAM

An Assessment Diagram for the District is shown on the following pages. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor, at the time this report was prepared, and are incorporated by reference herein and made part of this Engineer's Report.

9. ASSESSMENT ROLL

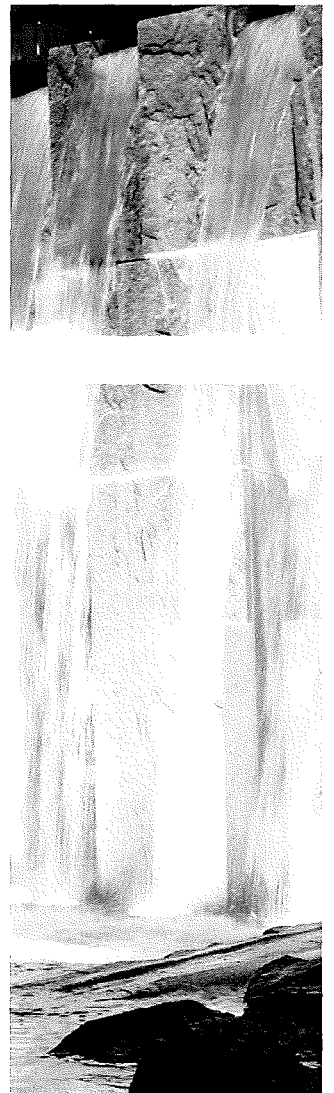
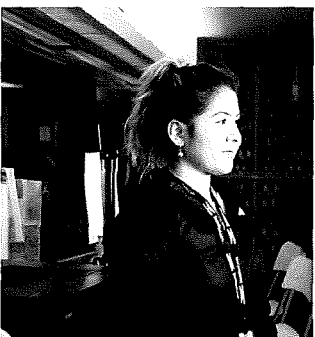
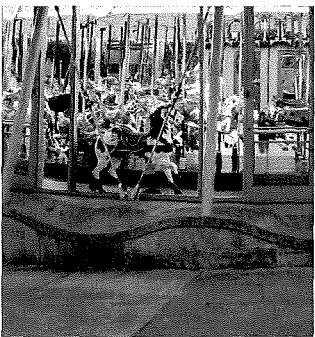
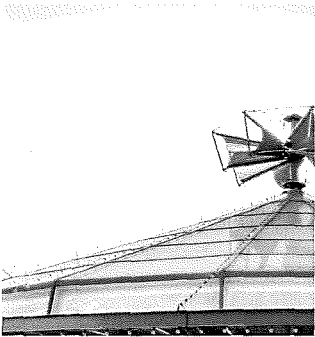
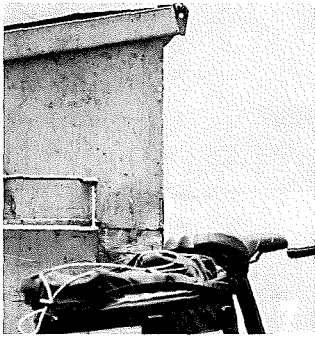
The assessment roll is a listing of the assessment apportioned to each lot or parcel, as shown on the last equalized roll of the Assessor. The following table summarizes the assessments for the District:

Property Land Use Type	Parcel Count	Total Special Benefit Points	2015/16 Maximum Annual Assessment
Non-Residential Property-Hotels, Retail, Office	271	229,858.750	\$2,156,075.12
Non-Residential Property-Convention Center, Museum, Cultural	15	43,095.972	404,240.23
Residential Property	1,786	38,876.432	364,660.73
Non-Profit / Public Property	28	5,614.310	52,662.27
Undeveloped Property	23	1,501.541	14,084.47
Totals:	2,123	318,947.005	\$2,991,722.82

The assessment roll for year one of the District is listed on the following pages.

10. REFERENCES

- Bent, E. (2008). *Modal Choices and Spending Patterns of Travelers to Downtown San Francisco: Impacts of Congestion Pricing on Retail Trade*. San Francisco County Transportation Authority.
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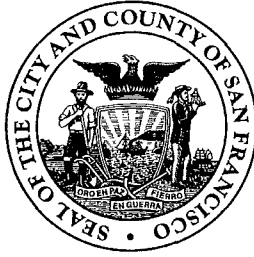


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November 3, 2015

File No. 151108

Sarah Jones
Environmental Review Officer
Planning Department
1650 Mission Street, 4th Floor
San Francisco, CA 94103

Dear Ms. Jones:

On October 27, 2015, Supervisor Kim introduced the following legislation:

File No. 151108

Resolution approving an agreement with the nonprofit Owners' Association for administration/management of the established property-based Community Benefit District known as the "Yerba Buena Community Benefit District," pursuant to California Streets and Highways Code, Section 36651, for a period commencing upon Board approval, through June 30, 2030.

This legislation is being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

A handwritten signature in cursive script, appearing to read "Erica Major".

By: Erica Major, Assistant Committee Clerk
Government Audit and Oversight Committee

Attachment

c: Joy Navarrete, Environmental Planning
Jeanie Poling, Environmental Planning

Major, Erica (BOS)

From: Major, Erica (BOS)
Sent: Tuesday, November 03, 2015 8:33 AM
To: Jones, Sarah (CPC)
Cc: Navarrete, Joy (CPC); Poling, Jeanie (CPC)
Subject: REFERRAL ER (151108) Agreement - Owners' Association for Administration/Management of Yerba Buena Community Benefit District
Attachments: 151108 ER.pdf

Greetings:

Attached is a referral for the Planning Department's environmental review. Please forward your determination to me as soon as possible.

Thank you in advance.

Best,

Erica Major

Assistant Committee Clerk

Board of Supervisors

1 Dr. Carlton B. Goodlett Place, City Hall, Room 244

San Francisco, CA 94102

Phone: (415) 554-4441 | Fax: (415) 554-5163

Erica.Major@sfgov.org | www.sfbos.org



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BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
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TDD/TTY No. 554-5227

MEMORANDUM

TO: Ben Rosenfield, City Controller, Office of the Controller
Todd Rufo, Director, Office of Economic and Workforce Development

FROM: Erica Major, Assistant Committee Clerk, Government Audit and Oversight
Committee, Board of Supervisors

DATE: November 3, 2015

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Supervisor Kim on October 27, 2015:

File No. 151108

Resolution approving an agreement with the nonprofit Owners' Association for administration/management of the established property-based Community Benefit District known as the "Yerba Buena Community Benefit District," pursuant to California Streets and Highways Code, Section 36651, for a period commencing upon Board approval, through June 30, 2030.

If you have any comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c:

Todd Rydstrom, Office of the Controller
Ken Rich, Office of Economic and Workforce Development
Lisa Pagan, Office of Economic and Workforce Development

Major, Erica (BOS)

From: Major, Erica (BOS)
Sent: Tuesday, November 03, 2015 8:31 AM
To: Rosenfield, Ben (CON); Rufo, Todd (ECN)
Cc: Rydstrom, Todd (CON); Rich, Ken (ECN); Pagan, Lisa (ECN)
Subject: REFERRAL FYI (151108) Agreement - Owners' Association for Administration/Management of Yerba Buena Community Benefit District
Attachments: 151108 FYI.pdf

Greetings:

This matter is being forwarded to your department for informational purposes. If you have any comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

Thank you.

Erica Major
Assistant Committee Clerk
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244
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**AGREEMENT FOR THE ADMINISTRATION OF THE
"YERBA BUENA COMMUNITY BENEFIT DISTRICT"**

This Agreement ("Agreement") is entered into this ___th day of _____, 2015 by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City"), by and through the Office of Economic and Workforce Development ("OEWD") and subject to approval of the Board of Supervisors for the City and County of San Francisco (the "Board of Supervisors" or "Board") by resolution, and **Yerba Buena Community Benefit District**, a California nonprofit corporation ("Corporation"), acting as the "Owners' Association" pursuant to Sections 36614.5 and 36651 of the California Streets and Highways Code, to implement, administer and provide the property-related services, improvements and activities to be funded by special assessments the City has levied on Identified Parcels of real property included within the property-based business improvement district to be known as the **Yerba Buena Community Benefit District** ("District"), with reference to the following:

RECITALS

WHEREAS, pursuant to Article XIID of the California Constitution ("Article XIID"), adopted by the California voters in November 1996 as Proposition 218, California Government Code Section 53753 ("Section 53753"), and other legal authorities, revenues from assessments on real property may only be used for the capital costs of public improvements, maintenance and operation expenses of public improvements, and costs of property-related services, that confer "special benefits" (as defined in Article XIID, Section 2(i)) upon the assessed parcels. The assessment on each assessed parcel may not exceed the proportional reasonable cost of the special benefits conferred on the parcel in relation to the total cost of the special benefits conferred on all parcels within a defined geographic area subject to assessment.

WHEREAS, on June 2, 2015, acting pursuant to the Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code (commencing with Section 36600), as augmented by Article 15 of the San Francisco Business and Tax Regulations Code ("Article 15"), Article XIID and Section 53753, the Board of Supervisors adopted Resolution No. 197-15 ("Resolution of Intention") declaring the Board's intention to renew and expand the property-based business improvement district and to levy assessments on parcels to be included within the District, setting the public hearing, initiating mail ballot majority protest proceedings, approving the management district plan entitled "Yerba Buena Community Benefit District Management Plan" (the "Management District Plan" or "Plan"), making various findings and taking other legislative actions required to form (renew and expand) the proposed district and levy the proposed assessments (Board of Supervisors File No. 150499).

WHEREAS, on July 31, 2015, the Board of Supervisors, acting pursuant to the Property and Business Improvement District Law of 1994, as augmented by Article 15, adopted Resolution No. 300-15 ("Resolution to Establish"), establishing (renewing and expanding) the property-based business improvement district to be known as the "**Yerba Buena Community Benefit District**" and levying multi-year special assessments on Identified Parcels (as defined herein) included within the District ("Assessments") Board of Supervisors File No. 150762) (Controller's Special Assessment No. 96).

WHEREAS, the District is not a governmental, corporate or separate legal entity, but is a geographic area containing all of the Identified Parcels subject to the Assessments the Board of Supervisors has

levied for purposes authorized by the Property and Business Improvement District Law of 1994, Article 15, Resolution to Establish, Management District Plan and Annual Reports.

WHEREAS, pursuant to the Article XIID, Section 53753, the Property and Business Improvement District Law of 1994, Article 15 and the Resolution to Establish, the Assessments may only be used to fund property-related services, "Improvements" (as defined in Section 36610 of the Streets and Highways Code) and "Activities" (as defined in Section 36606 of the Streets and Highways Code) within the District in accordance with the Management District Plan (collectively, "District Programs"). The Board of Supervisors may amend the Plan from time to time in accordance with the Property and Business Improvement District Law of 1994.

WHEREAS, Corporation shall hold in trust all funds it receives from the City that are derived from the City's levy and collection of the Assessments exclusively for the purposes of implementing the Management District Plan, and administering, managing and providing District Programs, directly by Corporation's personnel or by third party providers contracting with Corporation, as set forth in the Management District Plan, Resolution to Establish, and annual budgets set forth in the Plan for the first Fiscal Year of operations and, in subsequent Fiscal Years, set forth in the Annual Reports approved by the Board of Supervisors and Corporation's board of directors pursuant to Streets and Highways Code Section 36650, subject to the terms, conditions and restrictions set forth in this Agreement.

WHEREAS, the District Programs are supplemental to the municipal services the City currently provides within the boundaries of the District. Were it not for the City's establishment of the District, the supplemental property-related services, Improvements and Activities to be funded by the Assessments could not or would not be performed by the City or by City employees. The interests of the City, the owners of Identified Parcels and businesses and other tenants occupying the Identified Parcels are better served by an agreement pursuant to Streets and Highways Code Section 36651 between the City and an Owners' Association to implement the Management District Plan and administer, manage and provide the District Programs, than by the performance of such tasks by the City. In addition:

A. The City currently intends that the level of municipal services that were being provided by the City within the District as of the date the Board approved the Resolution to Establish will not be affected by the City's establishment of the District or the collection and expenditure of the Assessments for the District Programs. The City will notify the Corporation if and when the City reduces the level of, or discontinues, such services.

B. The Board of Supervisors, by adopting a resolution approving this Agreement, authorizes OEWD, as the City agency responsible under the Resolution to Establish for coordination between the City and the Owners' Association of the District, to execute and administer this Agreement with Corporation.

C. Prior to the execution of this Agreement, Corporation has commenced tasks associated with this Agreement, including but not limited to: (i) forming the Corporation, (ii) obtaining approval of the officers and board of directors for the Corporation to enter into this Agreement and authorizing the execution hereof by the individual or individuals executing this Agreement on behalf of the Corporation, (iii) appointing an agent for service of process upon the Corporation, whose business address shall be in San Francisco and who shall accept service of process in San Francisco on behalf of the Corporation, (iv) establishing an account or accounts at a federally insured bank, a savings and loan, a credit union or other financial corporation acceptable to the City for the safekeeping of Assessments Funds the City disburses to or on behalf of the Corporation under this Agreement, and which Corporation shall authorize to disclose directly to the City all statements, records, and other information for all such accounts upon written request of the OEWD, Controller, City Attorney, Ethics Commission or Grand Jury, (v) submitting to City the Articles of Incorporation and Bylaws of the Corporation acceptable to the City, (vi) submitting to City copies of the Corporation's application for non-profit status under Subchapter F (commencing with Section 501) of Chapter 1 of Subtitle A of the Internal Revenue Code

of 1986, as amended; (vii) obtaining a business registration certificate from the Tax Collector pursuant to Article 12 of the San Francisco Business and Tax Regulations Code, (viii) submitting to City a certificate of good standing, and (ix) submitting to the City additional records and information as may have been requested by the Clerk of the Board of Supervisors, OEWD, Controller or City Attorney.

D. Corporation shall maintain insurance acceptable to the City's Risk Manager naming the City and related Indemnified Parties (as defined herein) as additional insured(s) or loss payee(s) as required in Article 10 of this Agreement, and provide copies of all documents, certificates and other records as may be required by City under this Agreement or applicable law prior to commencement of operations.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) "**Activities**" shall, consistent with the definition set forth in Section 36613 of the Streets and Highways Code, mean, but is not limited to, all of the following:

(1) Providing regular sidewalk and gutter sweeping, scheduled steam cleanings, power washing, refuse removal, graffiti removal, and streetscape improvement, as referenced in the Yerba Buena Community Benefit District Management Plan, supplemental to that normally provided by the City.

(2) Working with residents, merchants, the San Francisco Police Department (SFPD) and community on a variety of safety programs and strategies to prevent crime and increase pedestrian safety throughout the District, supplemental to that normally provided by the City.

(3) Implementing programs to promote properties and businesses in the District and creating and producing special events to draw visitors into the District as a means of additional exposure.

(4) Performing administrative services, including day-to-day management of the District.

(5) Performing other activities which specially benefit business and real property located in the District as provided in the Plan.

(b) "**ADA**" means the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(c) "**Annual Report**" means the annual report required under Section 36650 of the Streets and Highways Code (including all information required to be contained in such report and all other substantive and procedural requirements set forth in the Property and Business Improvement District Law of 1994 and other laws therein referenced), for each Fiscal Year, as such report may be amended, modified or supplemented by the Board of Supervisors pursuant to Sections 36650, 36635 and 36636.

All references in this Agreement to budgets, District Programs, authorizations, descriptions, specifications or other matters set forth in the "Annual Report" for any given Fiscal Year means the Annual Report as finally approved by the Board of Supervisors pursuant to Section 36650.

(d) "**Assessments**" mean the special assessments levied by the Board of Supervisors on Identified Parcels of real property included within the District pursuant to the Resolution to Establish.

(e) "**Assessment Funds**" and "**Assessment Revenues**" mean any and all money collected by the City from the levy of the Assessments, including all amounts collected as penalties and interest for delinquent payment of Assessments, and including all interest, dividends, income and other increases or accumulations from the deposit or investment thereof by or on behalf of the City or Corporation.

(f) "**Charter**" means the Charter of the City and County of San Francisco.

(g) "**City Attorney**" means the City Attorney of the City and County of San Francisco.

(h) "**Controller**" means the Controller of City and County of San Francisco.

(i) "**Disbursement & Depository Certification**" means a writing bearing the original signatures of authorized officers of the Corporation requesting that the Controller disburse Assessment Funds to Corporation by direct deposit, electronic transfer, delivery of a negotiable instrument or other means acceptable to Controller, for deposit into an account or accounts held in the name of the Corporation at a bank, savings and loan, credit union or other financial institution or firm acceptable to the Controller, and containing all of the following: (1) the name, address and telephone number of the San Francisco branch of such bank, savings and loan, credit union or other financial institution or firm, (2) the specific account or accounts to which such funds are to be deposited for safekeeping, (3) the name and contact information of the branch manager or other senior management employee at the branch to whom the City should direct communications regarding disbursements of Assessment Funds, and to whom or from whom instructions may be made and received regarding electronic transfers or other means of transferring Assessment Funds from the City treasury for deposit into Corporation's account(s), and (4) such other information as may be required by the Controller or by the bank, savings and loan, credit union or other financial institution. The Disbursement & Depository Certification shall not be valid unless a certified copy of the resolution of Corporation's board of directors authorizing execution and delivery of such certification to the Controller, and containing all of the same information as must be specified in the certification, is affixed thereto and received by the Controller. The Controller may supplement, modify or waive any or all of the requirements for the Disbursement & Depository Certification set forth in this subsection (1) and Section 4.1 of this Agreement, in writing delivered to Corporation and the branch manager or other senior management employee specified in the certification. If no valid certification has been delivered to Controller, or such certification is no longer valid for any reason, the Controller's written supplement, modification or waiver may be delivered to the branch manager of the bank, savings and loan, credit union or other financial institution or firm at which Corporation maintains the account or accounts into which the Assessment Funds shall be deposited for safekeeping.

(j) "**Eligible Expenditures**" means expenditures of Assessments Funds for property-related services, Improvements and Activities included in the annual budget for the Fiscal Year in which the expenditure is made, as authorized by the Property and Business Improvement District Law of 1994 (as augmented by Article 15), Management District Plan, Resolution to Establish and Annual Reports for the relevant Fiscal Year.

(k) "**Event of Default**" shall have the meaning set forth in Section 11.1 of this Agreement.

(l) "**Fiscal Quarter**" means each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.

(m) "**Fiscal Year**" means each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during all or any portion of which this Agreement is in effect.

(n) "**HRC**" means the San Francisco Human Rights Commission.

(o) "**Improvement**" shall, consistent with the definition set forth in Section 36610 of the Streets and Highways Code, mean the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (1) Parking facilities.
- (2) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (3) Trash receptacles and public restrooms.
- (4) Lighting and heating facilities.
- (5) Decorations.
- (6) Parks.
- (7) Fountains.
- (8) Planting areas.
- (9) Closing, opening, widening, or narrowing of existing streets.
- (10) Facilities or equipment, or both, to enhance security of persons and property within the area.
- (11) Ramps, sidewalks, plazas, and pedestrian malls.
- (12) Rehabilitation or removal of existing structures.

(p) "**Indemnified Parties**" means: (1) the City, including the Board of Supervisors, OEWD, Controller, City Attorney and all other commissions, departments, agencies and other subdivisions of the City; (2) elected officials, directors, officers, employees, agents, successors and assigns of the City; and (3) all persons or entities acting on behalf of any of the foregoing.

(q) "**Identified Parcel**" shall, consistent with the definition in Government Code Section 53750(g), mean a parcel of real property included within the District, identified in the Management District Plan as having a special benefit or benefits conferred upon it, and upon which the Board of Supervisors has levied multi-year special assessments pursuant to Streets and Highways Code Sections 36625 and 36628.5, Article 15 and Resolution No. 300-15.

(r) "**Losses**" means any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(s) "**Management District Plan**" and "**Plan**" mean the proposal submitted to the Board of Supervisors pursuant to Section 36622 of the Streets and Highways Code, designated as the "Yerba Buena Community Business District Management Plan" and approved by the Board of Supervisors by adoption on June 2, 2015 of Resolution No. 197-15, and adoption on July 31, 2015 of Resolution No.

300-15, as the Plan may be amended, modified, corrected, supplemented or superceded by the Board of Supervisors from time to time pursuant to the Property and Business Improvement District Law of 1994, and including any attachments and exhibits thereto.

(t) "**Owners' Association**" shall, consistent with Section 36612 of the Streets and Highways Code, mean a private nonprofit entity that is under contract with the City to administer or implement activities (as defined in Section 36606 of the Streets and Highways Code) and improvements (as defined in Section 36610 of the Streets and Highways Code) that are specified in the Management District Plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding the previous sentence, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters concerning the District (including this Agreement, the Assessments, Annual Reports, District Programs, Management District Plan, contracts with third party providers and any other matter related to the District and the subject matter of this Agreement) are heard, discussed, or deliberated by Corporation's board of directors or any committee thereof, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to the District, this Agreement, the Assessments, Annual Reports, District Programs, Management District Plan, contracts with third party providers and any other matter related to the subject matter of this Agreement.

(u) "**Publication**" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to the District, all or any portion of the Management District Plan or is paid for in whole or in part using Assessments Funds.

Section 1.2 Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of the OEWD, Board of Supervisors, Mayor, Controller, City Attorney, Risk Manager or other commission, department, agency, subdivision, elected official, director, officer, employee or agent of the City responsible for such direction, requirement, or permission, the case may be. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the reasonable judgment of the department, person or body described in the preceding sentence authorized to exercise such judgment on behalf of the City. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to such department, person or body authorized to grant such approval, acceptance or determination of satisfaction on behalf of the City, as the case may be. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor," "successor" or "assign" herein refers only to a subcontractor, successor or assign expressly permitted by the City in writing.

Section 1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with this Agreement and applicable law. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," herein or "hereto" refer to this Agreement as a whole.

Section 1.4 Other References. References in this Agreement to the Management District Plan, Annual Reports, budgets, resolutions, statutes, ordinances, regulations, agreements and other documents or materials include: (a) any and all appendices, exhibits, schedules, attachments thereto; (b) any and all statutes, ordinances, regulations, resolutions or other documents expressly incorporated by reference therein; and (c) any and all amendments, modifications or supplements thereto.

ARTICLE II
TERM OF AGREEMENT

Section 2.1 Period of Performance. Unless modified by mutual agreement of the parties through a written amendment to this Agreement, the period of performance under this Agreement shall be from the effective date of the Board of Supervisors resolution approving this Agreement to and including June 30, 2030; provided, that if the District is disestablished pursuant to the Property and Business Improvement District Law of 1994 or Article 15, expires prior to June 30, 2030 for any reason, the City exercises its right to terminate this Agreement as provided herein, or this Agreement is terminated for any other reason, the period of performance shall end on the date the last of the following events occurs: (i) the Controller accepts in writing the Corporation's final accounting of all Assessment Funds disbursed by the City, (ii) the Corporation submits written confirmation acceptable to the Controller that there is no outstanding and unpaid indebtedness incurred to accomplish any of the purposes of the District, and (iii) any and all claims against the Corporation and the City arising out of this Agreement or the Corporation's administration, management and provision of the District Programs has been settled or finally adjudicated and all obligations relating thereto have been fully satisfied; provided, further, that certain obligations of Corporation with respect to the preservation of records, City's access to books and records, audits, insurance and indemnification of City and Indemnified Parties arising from Corporation's performance of this Agreement, implementation of the Management District Plan and receipt of Assessment Funds, shall, as specified in this Agreement and applicable law, survive the period of performance set forth in this section.

ARTICLE III
CORPORATION RESPONSIBILITIES

Section 3.1 District Programs; Implementation of Plan; Nonprofit Status of Corporation. Corporation shall, in good faith and with diligence, develop, implement, direct, manage, administer, operate and ensure the timely provision of all property-related services, Improvements and Activities as described in the Management District Plan, attached hereto as Appendix A and incorporated herein by reference. Corporation acknowledges and expressly agrees that, for the duration of this Agreement, it will: (a) comply with all applicable federal, state and local laws and regulations, (b) continuously maintain its corporate status active and in good standing, and (c) continuously maintain nonprofit status under Section 501(c)(3) of Chapter 1 of Subtitle A of the Internal Revenue Code of 1986, as amended. Corporation's failure to obtain approval from the Internal Revenue Service of Corporation's application for such nonprofit status and all other approvals from any governmental agency as may be necessary to obtain such nonprofit status obtain within one (1) year of the effective date of the Board of Supervisors resolution approving this Agreement, or denial for any reason of Corporation's application for nonprofit status or request for other approvals as may be necessary therefor, if any, shall automatically terminate this Agreement. Corporation may ask City for an extension of the one-year period to obtain nonprofit status, and City in its discretion may grant the request if it determines that Corporation has exercised due diligence in seeking nonprofit status and that nonprofit status is reasonably expected. Corporation's abandonment of the application for nonprofit status or failure to promptly respond to requests for information or documents necessary to process the application shall constitute a material breach of this Agreement for which the City may exercise any of its remedies under this Agreement, including terminating this Agreement and entering into a contract with a different nonprofit entity to act as the Owners' Association for the District.

Section 3.2 Corporation's Personnel; Administration of Contracts with Third Parties; Accountability. The Management District Plan shall be implemented only by competent personnel under the direction and supervision of Corporation. Corporation shall be responsible for the oversight,

administration and enforcement of any and all contracts with third parties to provide any property-related service, Improvement or Activity paid or to be paid with Assessment Funds. The use of Assessment Funds for purposes other than Eligible Expenditures by any third party under contract with Corporation shall be attributable to Corporation and shall be deemed a material breach of this Agreement for which the City may exercise any of its remedies under this Agreement or applicable law, including terminating this Agreement and entering into a contract with a different nonprofit entity to act as the Owners' Association for the District.

Section 3.3 Corporation's Board of Directors. Corporation shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Corporation's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations.

As described in the Management District Plan, the Corporation's board of directors will create and manage programs that best respond to the needs of the District property owners, find and manage programs that will augment existing city services, purchase services cost-effectively, and provide accountability to assessed property owners.

Corporation's board of directors shall exercise such oversight responsibility as is necessary to ensure full and prompt performance by Corporation of its obligations under this Agreement and compliance with federal, state and local laws.

Section 3.4 Annual Reports. Corporation shall prepare and submit an Annual Report to the Clerk of the Board of Supervisors and the OEWD for each Fiscal Year for which the City collects and disburses the Assessments. Corporation also shall prepare an Annual Report for any Fiscal Year in which it expends Assessment Funds carried over from the prior Fiscal Year even if no additional Assessment Funds are to be collected and disbursed to Corporation during the Fiscal Year covered by the report. Corporation shall include in the Annual Reports such additional information and/or supporting documentation as City may require. Not less than five and eight one hundredths percent (5.08%) of the revenues identified in the annual budgets for District Programs set forth in the Annual Reports shall be derived from sources other than the Assessments to cover the proportional share of the costs of general benefits conferred by the District Programs. The first Annual Report shall be submitted by September 30, 2016. Subsequent Annual Reports shall be submitted by September 30 of each subsequent Fiscal Year for the duration of this Agreement.

The Corporation shall prepare all Annual Reports in accordance with Section 36650 of the Streets and Highways Code, and shall include in such reports, at a minimum the following items:

- (a) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
- (b) The improvements, maintenance, and activities to be provided for that fiscal year.
- (c) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.
- (d) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
- (e) The estimated amount of any surplus or deficit revenues to be carried over from the previous fiscal year, and the breakdown of how those funds will be spent in the following fiscal year.

(f) The amount of any contributions made from sources other than assessments levied pursuant to this part. If less than 5.08% provide an explanation why non-assessment collections fell short of requirement.

(g) The proposed budget for the following fiscal year (in a manner consistent with Section 3.9)

(h) Summary of year-to-date performance metrics, including but not limited to:

(1) Total amount of trash collected in pounds (lbs)

(2) Total number of instances of graffiti removed or addressed

(3) Total linear frontage steam cleaned

(4) Total number of calls addressed regarding cleaning

(5) Total number of calls addressed regarding public safety

(6) Total number of commercial vacancies, beginning in FY 2016-2017, including the following information:

- Address
- APN
- Property owner contact information (name, phone, email – if known)
- Square footage
- Last known use

Section 3.5 Mid-Year Reports. In addition to the Annual Reports, Corporation shall submit mid-year reports to OEWD on Corporation's operations for the first and second Fiscal Quarters of the then-current Fiscal Year for the duration of this Agreement. The first mid-year report shall be submitted by January 31, 2016, and subsequent mid-year reports shall be submitted by January 31 of each year thereafter. The mid-year reports shall describe the status and progress of the various District Programs as described and referenced in the Management District Plan and the Annual Reports for the first and second Fiscal Quarters. The mid-year reports shall be written in narrative summary form, and include summary of statistical and financial data (as further outlined below), a description of the status of each contract Corporation has with third parties to provide or perform any of the District Programs, actual versus budgeted expenditures corresponding to each line item in the corresponding annual budget set forth in the Annual Report, the amount of Corporation's revenues derived from sources other than the Assessments during the first and second Fiscal Quarters and a description of how the Corporation will make up for any shortfall thereof, any deviations from the annual budget or additional proposed expenditures for which approval by the Board of Supervisors and/or amendment of the Management District Plan is required under this Agreement or applicable law, changes within the District during the first and second Fiscal Quarters that will require correction or modification of the Plan or assessment database, any proposed amendments or modifications to the Annual Report or Plan, and such other information as OEWD may require.

The Corporation shall prepare all Mid-Year Reports and shall include in such reports, at a minimum the following items:

- (a) The improvements, maintenance, and activities to date provided for that fiscal year.
- (b) An estimate of the cost of providing the improvements, maintenance, and activities provided to date for that fiscal year.
- (c) If a surplus or deficit was carried over from the previous fiscal year an accounting of those funds, and narrative summary of the actions taken to spend down the surplus or rectify the deficit
- (d) The amount of any contributions made from sources other than assessments levied pursuant to this part, provide an analysis of whether or not the Corporation anticipates meeting the 5.08% non-assessment requirement.
- (e) The proposed budget for the following fiscal year (in a manner consistent with Section 3.9)
- (f) Summary of year-to-date performance metrics, including but not limited to:
 - (1) Total amount of trash collected in pounds (lbs)
 - (2) Total number of instances of graffiti removed or addressed
 - (3) Total linear frontage steam cleaned
 - (4) Total number of calls addressed regarding cleaning
 - (5) Total number of calls addressed regarding public safety
 - (6) Total number of commercial vacancies, beginning in FY 2016 – 2017, including the following information:
 - Address
 - APN
 - Property owner contact information (name, phone, email – if known)
 - Square footage
 - Last known use

Section 3.6 Coordination. Corporation shall render all services and perform all work in accordance with the Management District Plan and the terms of this Agreement, and shall cooperate with the City in the implementation of the Management District Plan and the performance of this Agreement. Corporation shall coordinate with the OEWD for the implementation of the Plan. Unless otherwise stated in the Agreement or required by the Charter, ordinance or other applicable law, OEWD shall be the agency of the City responsible for administration of this Agreement and for any acceptance, approval, permission or determination of the City required or permitted under this Agreement, all of which shall be in writing and delivered to Corporation by mail or personal delivery. Unless otherwise agreed to by the parties in a written amendment to this Agreement, electronic mail may not be used to communicate any acceptance, approval, permission or determination by the City.

Section 3.7 Support Services; Eligible Expenditures. Corporation assumes responsibility for contracting for support services as required, and paying for all such direct and indirect expenses as may be necessary or convenient for the timely completion of work. Any obligations or expenditures for items not budgeted in the Annual Report may not be paid through Assessments collected by the City for the District Programs. In administering contracts with third party providers as necessary for providing the property-related services, Improvements and Activities within the District, Corporation shall comply with all applicable federal, state and City laws and regulations.

Section 3.8 Community/Public Access. To foster effective working relationships and effectuate the goals of the District as set forth in the Management District Plan, Corporation's responsibilities under this Agreement shall include the following:

(a) **Annual Outreach/Informational Meetings.** Corporation shall organize and conduct, at a minimum, one annual informational meeting to be noticed in writing by Corporation to the owners of Identified Parcels located in the District. Such notice shall be in addition to the requirements of the Ralph M. Brown Act and additional open meeting requirements of this Section. Such meetings must be conducted at a location within the District in order to allow the property owners to familiarize themselves with the Corporation, its functions and its officers and directors. At these meetings property owners shall have the opportunity to express to Corporation their views relating to the District. Such meetings may, but are not required to be, consolidated with a regular meeting of the Corporation's board of directors for the transaction of Corporation's business.

In lieu of one informational meeting noticed to all owners of the Identified Parcels, Corporation may organize and conduct a series of informational meetings, each of which will be noticed to only some of the owners of the Identified Parcels so long as all owners of the Identified Parcels are invited to at least one meeting each year.

For purposes of providing notice of an annual information meeting to individuals and entities with a timeshare ownership interest in an Identified Parcel, written notice provided to the homeowner's association for such individuals and entities shall meet the requirements of this section as applicable.

(b) **Open Meetings; Compliance with Ralph M. Brown Act.** Actions of the Corporation shall be taken openly and deliberations shall be conducted openly in compliance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), made applicable to Corporation pursuant to Section 36612 of the Streets and Highways Code and this Agreement. In addition to Corporation's obligation to comply with the Ralph M. Brown Act, all notices and agendas for regular and special meetings of Corporation's board of directors and its committees shall be sent to the Government Information Center at the main branch of the San Francisco Public Library for posting. If Corporation establishes an internet website for the District, meeting notices and agendas shall be posted on Corporation's website no later than the time such notices and agendas must be posted under the Ralph M. Brown Act.

(c) **Public Access to District Related Records; Compliance with the California Public Records Act.** Corporation shall comply with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to the District, this Agreement, the Assessments, Annual Reports, District Programs, Management District Plan, contracts with third party providers and any other matter related to the District or the subject matter of this Agreement

(d) **Newsletters.** Corporation may prepare a District newsletter for distribution to the owners of Identified Parcels and businesses and community-based organizations operating from Identified Parcels. Every issue of any newsletter shall be submitted in duplicate to the OEWD for reference.

(e) **Other Events.** Corporation may organize at its discretion other events and programs that involve the owners of Identified Parcels, businesses and community-based organizations operating from Identified Parcels and the public that further the goals and objectives described in the Management

District Plan; provided, that Assessment Funds may only be used for such events and programs if included in the annual budget set forth in the Management District Plan or Annual Report.

Section 3.9 Budget. Each property-related service, Improvement and Activity specified in the Management District Plan, and included in the budget therein during the first Fiscal Year of operations and in the corresponding Annual Report for subsequent Fiscal Years, shall be implemented by Corporation. Corporation and City agree that amounts shown in the Management District Plan or the Annual Reports were (or will be) the best estimates of the cost of those property-related services, Improvements and Activities at the time the estimates were (or will be) made. The parties anticipate that deviations from those estimates may occur and that some property-related services, Improvements and Activities may not be completed within the particular year budgeted, given normal delays that can be expected with these types of programs and changing circumstances. Corporation will use its best efforts to implement and complete all District Programs specified in the Management District Plan and Annual Reports; however, it is possible that Corporation may not expend the precise amount budgeted for any particular line item in Corporation's annual budget. A ten percent (10%) deviation in a budget line item set forth in the budget for the first year of operation in the Management District Plan or in the Annual Reports for subsequent years will not be considered significant so as to constitute a material breach of this Agreement. If deviation in a budget line item exceeds 10%, or if Corporation desires to make budget allocation changes that exceed 10% of the total budget for all District Programs for a given Fiscal Year, and such changes would, in the opinion of the OEWD, adversely impact the special benefits conferred on the Identified Parcels, Corporation will request that the Board of Supervisors to modify the Management District Plan pursuant to Section 36636 of the Streets and Highways Code. In no event may Corporation expend from Assessments Funds more than the total amount budgeted in the Management District Plan for the first year of operation, or in the Annual Report for subsequent years (including delinquent payments, interest income, and rollover funds) as finally approved by the Board of Supervisors.

Section 3.10 Assessment Records. Corporation shall maintain a complete database, in a format requested by the Controller and current to the most recent property tax year available, containing the following information: the Assessor Parcel Number and site address of all Identified Parcels; the name and address of the legal owner of each Identified Parcel; the amount of Assessments levied upon each Identified Parcel; the proportionate financial obligation of the Assessments levied upon each Identified Parcel in relation to the entire amount of the Assessments levied upon all Identified Parcels; and the Assessment calculation for each Identified Parcel, including all variables used for such calculation for each Identified Parcel. The database shall be updated at least once each year to reflect changed conditions such as merger of parcels, subdivision of parcels (including condominium conversions), lot line adjustments, changed property usage, new construction, and to accurately reflect the status of the Identified Parcels and correct errors, if any, in the database for the Assessments. The OEWD may, at the OEWD's discretion, provide assistance in compiling or correcting data or information relative to the Assessments on Identified Parcels; however, the OEWD shall not be obligated to prepare, produce or correct such data or information. Corporation agrees to make such data available at the Corporation's office for public inspection during Corporation's normal business hours.

Section 3.11 Preparation Annual Assessment Database. Beginning August 7, 2015, and by July 1 of each subsequent year, Corporation shall provide the Controller and OEWD with Assessment data for placement on the tax roll for the subsequent tax year, in a format to be prescribed by the Controller. The Assessment database shall include the following: Assessor Parcel Numbers of all Identified Parcels; the amount of Assessments upon each parcel; exemption documentation acceptable to the City, the Assessments calculations for each Identified Parcel, including all variables used in the calculation of the Assessments, and such other information as the Controller or OEWD may require. Any corrections or adjustments to the annual Assessment database, as well as the accuracy of any such corrections or adjustments, shall be the responsibility of Corporation. Upon request of the City, Corporation shall promptly complete a written request for an investigation of discrepancies and make all reasonable efforts to obtain additional documentation related to the Assessments upon any or all of the Identified Parcels for which a correction or adjustment is requested. Corporation shall provide the

Annual Assessment Database to OEWD and the Controller on CD-ROM or other electronic medium as requested.

Section 3.12 Prohibited Contracts with City Officers and Employees. Corporation may not employ or subcontract with any person where such employment or subcontract would constitute a violation of California Government Code Sections 1090 et seq.

Section 3.13 City Access to Records; Copies. All designs, plans, reports, files, invoices, investigations, materials, documents and other records that are prepared, acquired, owned, maintained or under the control or possession by Corporation, its agents or representatives, or other person under contract with Corporation, pursuant to this Agreement (including any duplicate copies), shall be made fully available to City by Corporation. Corporation agrees to exercise reasonable and due diligence in providing for the secure storage of all such materials and, upon request, to provide copies for City's use for any purpose.

Section 3.14 Digital Photographs of Streetscape Conditions. Within 30 days of execution of this Agreement, Corporation shall provide to City digital photographs of the conditions of streets, sidewalks and other streetscape, acceptable to OEWD, prior to the commencement of services to be funded by assessments for the 2015-2016 Fiscal Year as set forth in the Management District Plan.

ARTICLE IV

CITY RESPONSIBILITIES

Section 4.1 Collection and Disbursement of Assessments. Based upon the annual Assessments levied by the Resolution to Establish, as listed in the Management District Plan and, after the first Fiscal Year, the Annual Reports, and with the exception of recoverable City costs for supplemental City service fees, loans or advances, City shall include the Assessments on the property tax bills mailed to the owners of Identified Parcels. The City shall directly bill annual Assessments on Identified Parcels owned by entities exempt from property taxation. The City shall disburse to Corporation the actual revenues received from the Assessments, subject to the terms and conditions of this Agreement. The City shall be under no obligation to make any disbursement of Assessment Funds without a Disbursement & Depository Certification executed by Corporation containing the information described in Section 1.1(j) of this Agreement. The City shall disburse Assessment Funds during each Fiscal Year for the duration of this Agreement according to the following schedule:

(a) **Disbursement of First Installment.** For Assessments the City receives with the first installment of secured property taxes which, if not paid on or before December 10, are delinquent, the City shall disburse all Assessment Funds available for immediate disbursement on or before January 10 of the following calendar year.

(b) **Disbursement of Second Installment.** For Assessments the City receives with the second installment of secured property taxes which, if not paid on or before April 10, are delinquent, the City shall disburse all Assessment Funds available for immediate disbursement on or before May 10 of the same calendar year.

(c) **Reconciliation; Delinquent Assessments and Other Special Disbursements.** In addition to the disbursements for the first and second installments described above, and subject to the terms and conditions of this Agreement, the City shall make at least one disbursement of Assessment Funds to Corporation during the last Fiscal Quarter of each Fiscal Year, and may make additional disbursement from time to time as determined by the Controller. Each disbursement of Assessment Funds shall include:

(1) Assessments paid and/or processed by the Office of the Treasurer/Tax Collector and posted to the special assessment account within the City's Treasury for the District (Controller's Special Assessment No. 96) after disbursement of the second installment;

(2) Assessments collected but not previously disbursed pending: (A) reconciliation of the City's books and records; (B) resolution of disputes resulting in withholdings from or suspension of disbursements under Section 4.4; or (C) cure of an Event of Default resulting in withholding of Assessment Funds under Section 11.2; and,

(3) Assessment Funds, including delinquent Assessments from prior Fiscal Years, not previously disbursed for any other reason that are available for disbursement.

(d) Disbursements made pursuant to subsection (c) shall be made as such intervals and under such conditions or assurances of Corporation's future compliance with this Agreement as the Controller deems appropriate. Assessment Funds not disbursed during the Fiscal Year in which received shall be carried over to the next Fiscal Year and disbursed with the first installment disbursement, unless disbursement would violate this Agreement or applicable law.

(e) City shall not be responsible for delays in disbursements to Corporation due to delays in transmittals of funds or payment delays by property owners, including other public entities, organizations or agencies, or delays caused by the resolution of disputes which, in the discretion of the Controller, warrant suspension of disbursements as set forth in this Article.

(f) The City shall provide reports to the Corporation electronically four times a year, coinciding with the assessment distribution. The first report will be distributed on or about January 10 with the disbursement of the first installment and shall include a detailed assessment payment report by parcel for the current fiscal year. The second report will be distributed on or about May 10 with the disbursement of the second installment and shall include a detailed assessment payment report by parcel for the current fiscal year. If there are remaining assessment funds to be distributed the third report will be distributed in June and will include the assessment payment redemption report by parcel for the current and previous fiscal years and the fourth report will be distributed in August and will include assessment payment redemption report by parcel for previous fiscal years.

Section 4.2 Assistance. The City may assist with the resolution of any discrepancies in individual Assessments amounts, calculations or benefits. The City may:

(a) Make reasonable efforts to effect the timely collection of the annual Assessments, including City Assessments and direct billed Assessments, if any;

(b) Make reasonable efforts to pursue delinquent Assessments and remit such Assessments to Corporation, including interest and penalties subject to City's right to recover costs for pursuing such Assessments;

(c) Maintain a continual liaison with Corporation, including assisting with the coordination of services from various other City departments, bureaus, and agencies;

(d) Conduct reviews of existing primary data; verify Assessment data as compiled by any consultant or subcontractor hired by Corporation; perform field or site inspections to verify the accuracy of existing or secondary data, or to substantiate a claim made by a property owner subject to Assessments in the District, with the cooperation of Corporation; maintain confidentiality of certain City records as City deems appropriate;

(e) Direct the Corporation to recalculate the amount of the Assessments due and request the Controller to respond appropriately, or make such other arrangements with Corporation and the property owner to resolve an incorrect Assessment;

(f) Recalculate the amount of the Assessments due, or make such other arrangements with Corporation and the property owner to resolve the incorrect Assessments;

(g) Require a written request from Corporation to conduct an investigation or provide additional related documentation, such as a written request from the affected property owner. The City's costs associated with supplemental investigations may be recovered from the Assessments collected, subject to existing or future City policies and procedures regarding recoverable costs and expenses.

Section 4.3 Delinquent Assessments. The amount of delinquent Assessments, if any, and interest and penalties thereon, if any, that have been collected by City that are available for disbursement to Corporation for District Programs shall be disbursed in accordance with the disbursement schedule in Section 4.1. The City shall be under no obligation to make a special disbursements of delinquent Assessments except as provided in Section 4.1.

Section 4.4 Withholding; Suspension of Disbursements. The City may withhold either all or some portion of the actual revenues received from Assessments if, in the judgment of the Controller: (a) Corporation is not properly administering the budget in accordance with the Management District Plan, Annual Report, and this Agreement, (b) Corporation has failed to maintain proper records or follow generally accepted accounting principals, (c) Corporation has failed to diligently implement audit recommendations regarding the safekeeping or use of Assessment Funds, (d) based on advice from the City Attorney, Corporation is in violation of this Agreement or the Property and Business Improvement District Law of 1994, Article 15 or other applicable law. The City will notify Corporation and set forth the specific problems and issues the Controller determines warrant suspension of disbursements. The City and Corporation will immediately attempt to cure the problems if, at the City's discretion, a cure is appropriate. Assessments Funds will be released upon the implementation of an acceptable cure, subject to the approval of the Controller and possible modification of the disbursement schedule. This does not alter or diminish in any way City's right to proceed in a manner consistent with California Streets and Highways Code, Section 36670, Article 15 or other applicable law, or to invoke other appropriate remedies, including termination of this Agreement.

Section 4.5 Notification of Changed Status. If the Corporation is dissolved, dissolves itself, no longer has nonprofit status, or has its corporate powers suspended by the Secretary of State or otherwise fails to maintain in good standing its authority to conduct business or operate in the City or the State of California, prior to or upon the expiration of this Agreement, Corporation shall immediately transmit to City all unexpended Assessment Funds for distribution to the owners of Identified Parcels, less amounts City, in its sole discretion, may pay or agree to pay to Corporation's unpaid creditors for Eligible Expenses, unless Corporation makes arrangements for payment of creditors and return of excess Assessment Funds acceptable to City. Corporation will immediately notify the OEWD and Controller in writing of any such change in the status of the Corporation described in this Section or which constitutes a breach of this Agreement.

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ARTICLE V

APPROPRIATION AND CERTIFICATION OF ASSESSMENTS FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

Section 5.1 Risk of Non-Appropriation of Assessments Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements for administration of the District by Corporation or by a different nonprofit entity acting as the Owners' Association for the District. Corporation assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement. Any Assessment Funds collected by the City that are not appropriated for implementation of the Management District Plan by an Owners' Association shall be refunded, on a proportional basis, to the owners of Identified Parcels who paid the Assessments, or on whose behalf the Assessments were paid.

Section 5.2 Certification of Controller; Guaranteed Maximum Costs. No Assessment Funds shall be available under this Agreement without prior written authorization certified by the Controller. In addition, as set forth in Section 21.19 of the San Francisco Administrative Code, and as required by other applicable law:

(a) City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by City ordinances governing emergency conditions, City and its employees, officers agents and representatives may not request Corporation to perform services or to provide materials, equipment and supplies that would result in Corporation performing services or providing materials, equipment and supplies that are beyond the scope of this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City may not disburse Assessment Funds to Corporation for purposes beyond the scope of the Management District Plan, Annual Report for the relevant Fiscal Year, or this Agreement, unless an amendment to the Plan, such Annual Report and/or this Agreement, as appropriate, has been made in accordance with applicable law, or that is beyond the scope of Activities and Improvements authorized by the Property and Business Improvement District Law of 1994, as augmented by Article 15.

(c) City and its employees and officers are not authorized to offer or promise to Corporation additional funding for this Agreement which would exceed the maximum amount of Assessment Funds provided for herein. Additional funding from any City funds for District Programs in excess of Assessment Funds actually collected under this Agreement shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum amount of Assessment Funds provided in this when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make disbursements on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

Section 5.3 Automatic Termination for Nonappropriation of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if Assessment Funds are not appropriated for the next succeeding Fiscal Year. If Assessment Funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year. All undisbursed Assessments Funds in the possession of the City or its agents upon termination of this agreement shall be refunded to the owners of Identified Parcels, in proportion to the amounts paid, as set forth in Section 11.4.

Section 5.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 5 AND ANY OTHER PROVISION OF THIS AGREEMENT, OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 5 SHALL GOVERN.

ARTICLE 6

ADDITIONAL REPORTING AND ORGANIZATIONAL REQUIREMENTS;

AUDITS; PENALTIES FOR FALSE CLAIMS

Section 6.1 Additional Reports. In addition to the Annual Reports and Mid-Year Reports described in Article 3 of this Agreement, Corporation shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the City, in form and substance satisfactory to the City. All reports required under this Agreement, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

Section 6.2 Organizational Documents. On or before the effective date of this Agreement, Corporation shall provide to City the names of its officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1. Notwithstanding the previous sentence, Corporation may submit satisfactory evidence that it has applied for and is diligently pursuing nonprofit status in conformity with applicable laws. Failure to provide proof of such valid nonprofit status satisfactory to City within one year of adoption of a resolution by the Board of Supervisors approving this Agreement shall constitute a material breach of this Agreement.

Section 6.3 Notification of Defaults or Changes in Circumstances. Corporation shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

Section 6.4 Financial Statements. Within thirty (30) days following the end of each Fiscal Year, Corporation shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Corporation as accurately presenting the financial position of Corporation. Corporation shall also deliver to City no later than ninety (90) days following the end of any Fiscal Year, at no expense to the City, a balance sheet and the related statement of income and cash flows for each fiscal year, all in reasonable detail acceptable to City, reviewed by a Certified Public Accountant (CPA); this review shall include a statement of negative assurance from the CPA. In addition, or alternatively, the Controller or the Office of Economic and Workforce Development may in their discretion require Corporation to deliver, at no expense to the City, an annual independent audit report by a Certified Public Accountant of all such funds. The CPA review and/or audit may be funded from assessment proceeds as part of the general administration of the District. At all times the Board of Supervisors shall reserve full rights of accounting of these funds. The Office of Economic and Workforce Development shall be the City agency responsible for coordination between the City and the District.

Section 6.5 Books and Records. Corporation shall establish and maintain accurate files and records of all aspects of the Management District Plan and the matters funded in whole or in part with Assessment Funds during the term of this Agreement, and shall follow generally accepted accounting

principals. Without limiting the scope of the foregoing, Corporation shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Assessment Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Assessment Funds. Corporation shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final disbursement under this Agreement or until any final audit has been fully completed to the satisfaction of the Controller, whichever is later.

Section 6.6 Inspection and Audit. Corporation shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls, tax returns and statements and other data required to be established and maintained by Corporation under this Agreement and applicable law. Corporation shall permit City, its employees and authorized representatives to inspect, audit, examine, make and retain duplicate copies, and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Corporation has the obligation to maintain such files, records, books, invoices, documents, payrolls, tax returns and statements and other data under this Article 6.

Section 6.7 Submitting False Claims; Monetary Penalties. Corporation acknowledges and agrees that it is a "Corporation" under and is subject to San Francisco Administrative Code Section 21.35. Under such Section 21.35, any Corporation, subcontractor or consultant who submits a false claim shall be liable to City for the statutory penalties set forth in that Section. A Corporation, subcontractor or consultant will be deemed to have submitted a false claim to City if the Corporation, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by City; (c) conspires to defraud City by getting a false claim allowed or paid by City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to City; or (e) is a beneficiary of an inadvertent submission of a false claim to City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to City within a reasonable time after discovery of the false claim.

ARTICLE 7

TAXES

Section 7.1 Corporation to Pay All Taxes. Corporation shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Management District Plan, the Assessment Funds or any of the activities contemplated by this Agreement.

Section 7.2 Use of City Real Property. If at any time this Agreement entitles Corporation to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Corporation, on behalf of itself and any subcontractors, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Corporation, and any subcontractor, successor or assign, may be subject to the payment of such taxes.

(b) Corporation, on behalf of itself and any subcontractors, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Corporation shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Corporation shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

Section 7.3 [Left blank by agreement of the parties]

ARTICLE 8

REPRESENTATIONS AND WARRANTIES

Corporation represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

Section 8.1 Organization; Authorization. Corporation is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the State of California. Corporation has applied for and shall diligently pursue, and once established, shall maintain valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Corporation has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Corporation has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Corporation, enforceable against Corporation in accordance with the terms hereof.

Section 8.2 Location. Corporation's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Management District Plan will be implemented within the geographic boundaries of the District specified in the Management District Plan.

Section 8.3 No Misstatements. No document furnished or to be furnished by Corporation to City in connection with the this Agreement, Annual Report, any Disbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

Section 8.4 Conflict of Interest. Through its execution of this Agreement, Corporation acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

Section 8.5 No Other Agreements with City. Except as expressly itemized in an attachment to this Agreement, neither Corporation nor any of Corporation's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.

Section 8.6 Subcontracts. Corporation has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Management District Plan, except as expressly itemized in an attachment to this Agreement, which attachment shall include true and correct copies of all contracts with such person or entity. By executing this Agreement, Corporation certifies that it has not and shall not enter into any subcontract unless the subcontracting party agrees in writing to the terms and conditions set forth in this Agreement applicable to Corporation. (See Section 13 of this Agreement)

Section 8.7 Eligibility to Receive Government Funds. By executing this Agreement, Corporation certifies that Corporation is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Corporation further certifies that it is not suspended, debarred or otherwise excluded from being awarded contracts from the State of California or the City, or from participation in assistance programs funded by the State of California. Corporation acknowledges that this certification of eligibility to receive federal, state and local funds is a material term of the Agreement.

ARTICLE 9

INDEMNIFICATION AND GENERAL LIABILITY

Section 9.1 Indemnification. Corporation shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Corporation or loss of or damage to property, arising directly or indirectly from Corporation's performance of this Agreement, including, but not limited to, Corporation's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Corporation, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Corporation's obligation to indemnify City, Corporation specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Corporation by City and continues at all times thereafter.

Corporation shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

Section 9.2 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Corporation's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

Section 9.3 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ASSESSMENT

FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE ASSESSMENT FUNDS, THE MANAGEMENT DISTRICT PLAN OR ANY SERVICES, IMPROVEMENTS OR ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10

INSURANCE

Section 10.1 Types and Amounts of Coverage. Without limiting Corporation's liability pursuant to Article 9, Corporation shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury or illness, at all times during which Corporation employs any individual as an "employee" as defined in California Labor Code Section 3351.

(b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Crime Insurance Requirement: A blanket fidelity bond or crime policy coverage of all officers and employees in an amount not less than one half of the annual Community Benefit District's assessment budget, including the City as additional obligee or loss payee as its interest may appear.

Section 10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

(a) Name as additional insured City and its officers, agents and employees.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

Section 10.3 Additional Requirements for All Policies. All policies shall provide at least thirty (30) days' advance written notice to City of cancellation or reduction in coverage mailed to City's address for notices pursuant to Article 15.

Section 10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Corporation shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the

term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

Section 10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

Section 10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Corporation shall do the following: (a) furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above, and (b) furnish complete copies of policies promptly upon City request. Failure to maintain insurance shall constitute a material breach of this Agreement.

Section 10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Corporation hereunder.

Section 10.8 Adjustments to Types and Amounts of Coverage. The City may require Corporation to provide types of insurance coverage different than as set forth in this Article 10, and insurance coverage in amounts higher than as set forth in this Article 10, as may be required by the City's Risk Manager. City shall provide written notice of such changes in types and amounts of coverage not less than ninety (90) days before Corporation's obligation to obtain and thereafter maintain such additional type(s) of coverage, or coverage in amounts higher than as set forth herein, becomes effective.

ARTICLE 11

EVENTS OF DEFAULT AND REMEDIES

Section 11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement. City will provide Corporation with written notice of any such Event of Default and Corporation will have 14 calendar days from the date of the written notice to cure or contest any identified Event of Default, before City may proceed with any Remedies Upon Event of Default as provided in Section 11.2. Corporation may request additional time to cure any identified default, which City in its reasonable discretion may grant. During any initial or additional period to cure or contest, under this Article 11 or any other part of this Agreement, City in its reasonable discretion may require that performance be stopped pending completion of cure. Before issuing any such requirement that performance be stopped, City will consider Corporation's views and circumstances.

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Disbursement Request or in any other document submitted to City under this Agreement is found by City to be intentionally false or misleading. For purposes of this Article, "intentionally" means that Corporation, with respect to any such statement, representation or warranty, does any of the following: (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information. Proof of specific intent is not required, and reliance by the City is not required.

(b) **Failure to Provide Insurance.** Corporation fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Applicable Laws.** Corporation fails to perform or breaches any of the terms or provisions of Article 16.

(d) **Failure to Perform Other Covenants.** Corporation fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Corporation as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(e) **Cross Default.** Corporation defaults under any other agreement between Corporation and City (after expiration of any grace period expressly stated in such agreement).

(f) **Voluntary Insolvency.** Corporation (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Corporation or of any substantial part of Corporation's property or (e) takes action for the purpose of any of the foregoing.

(g) **Involuntary Insolvency.** Without consent by Corporation, a court or government authority enters an order, and such order is not vacated within ten (10) days, (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Corporation or with respect to any substantial part of Corporation's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Corporation.

Section 11.2 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, subject to the written notice of Event of Default and cure provisions of Section 11.1, above, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Corporation and, on the date specified in such notice, this Agreement shall terminate and all rights of Corporation hereunder shall be extinguished. In the event of such termination, Corporation shall not be entitled to receive any further disbursement of Assessment Funds.

(b) **Withholding of Assessment Funds.** City may withhold all or any portion of Assessment Funds not yet disbursed hereunder, regardless of whether the Controller previously approved the disbursement of the Assessment Funds. Any Assessment Funds withheld pursuant to this Section and subsequently disbursed to Corporation after cure of applicable Events of Default may be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Assessment Funds hereunder or against any payments due to Corporation under any other agreement between Corporation and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Assessment Funds.** City may demand the immediate return of any previously disbursed Assessment Funds that have been claimed or expended by Corporation in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

Section 11.3 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under

applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

Section 11.4 Use of Assessments and Refunds Upon Disestablishment of District or Termination of Agreement.

(a) Upon the disestablishment of the District, any remaining revenues, after all outstanding debts are paid, derived from the levy of the Assessments, or derived from the sale of assets acquired with Assessment Funds, shall be refunded to the owners of the Identified Parcels who paid the Assessment, or on whose behalf the Assessment was paid, applying the same method and basis that was used to calculate the Assessments in the fiscal year in which the District is disestablished. All outstanding Assessment Funds collected after disestablishment shall be spent on Improvements and Activities specified in the Management District Plan in accordance with Section 36671 of the Streets and Highways Code.

(b) If the disestablishment occurs before the Assessments are included on the property tax bills or billed directly, sent to the owners of Identified Parcels for the Fiscal Year in which the District is disestablished, the method and basis that was used to calculate the Assessments in the immediate prior Fiscal Year shall be used to calculate the amount of any refund to the owners of the Identified Parcels who paid the Assessment, or on whose behalf the Assessment was paid.

(c) The City shall refund and dispose of Assessment Funds as set forth in subsections (a) and (b) of this Section if this Agreement is terminated for any reason and either of the following occurs: (1) the Board of Supervisors determines, in its sole discretion, not to enter into an agreement with a different nonprofit entity as the Owners' Association for purposes of implementing the Management District Plan, or (2) the Board of Supervisors initiates disestablishment proceedings under Section 36670 of the Streets and Highways Code or Section 1511(e) of the San Francisco Business and Tax Regulations Code, which provides:

"Notwithstanding Streets & Highways Code Section 36670 or any other provision of state law, the Board of Supervisors may, by a supermajority vote of eight or more members, notice a hearing and initiate proceedings to disestablish for any reason a district formed after the effective date of this section. Where the Board of Supervisors seeks to disestablish a district in circumstances not authorized under Streets & Highways Code Section 36670, both the resolution of intention to disestablish the district and any final resolution to disestablish the district shall be subject to a supermajority vote of eight or more members. This paragraph shall not be applicable where the district has outstanding bonded indebtedness."

ARTICLE 12

DISCLOSURE OF INFORMATION AND DOCUMENTS

Section 12.1 Proprietary or Confidential Information of City. Corporation understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Corporation may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Corporation agrees that all private or confidential information to which City allows access to Corporation in the performance of this Agreement shall be held in confidence and used only in the performance of this Agreement. Corporation shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

Section 12.2 Sunshine Ordinance. Corporation acknowledges and agrees that this Agreement is subject to Section 67.24(e) of the San Francisco Administrative Code. All information provided by Corporation that is covered by such Section 67.24(e) and not exempt from disclosure pursuant to applicable law will be made available to the public upon request. The requirements of this section are in addition to Corporation's obligation to comply with the California Public Records Act.

ARTICLE 13

ASSIGNMENTS AND SUBCONTRACTING

Section 13.1 No Assignment by Corporation. Corporation shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Corporation hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Corporation involuntarily or by operation of law without the prior written consent of City. A change of control of Corporation or a sale or transfer of substantially all of the assets of Corporation shall be deemed an assignment for purposes of this Agreement.

Section 13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

Section 13.3 Subcontracting. Corporation shall have the right to subcontract for the provision of District Programs and administrative, professional and related services necessary or convenient for the implementation of the Management District Plan only on the terms set forth in this Section.

(a) **Limitations.** In no event may Corporation subcontract or delegate for the implementation of the whole of the Management District Plan. Corporation may subcontract with any person or entity acceptable to the City; provided, however, that Corporation shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Corporation, Corporation shall be responsible for the acts, defaults and omissions of any subcontractor or its agents or employees as fully as if they were the acts, defaults or omissions of Corporation. Corporation shall ensure that its subcontractors comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Management District Plan. All references herein to duties and obligations of Corporation shall be deemed to pertain also to all subcontractors to the extent applicable. A default by any subcontractor shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subcontractor. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Management District Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subcontractor, the audit and inspection rights set forth in Article 6. Upon the request of City, Corporation shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

Section 13.4 Corporation Retains Responsibility. Corporation shall in all events remain liable for the performance by any assignee or subcontractor of all of the covenants, terms and conditions contained in this Agreement.

ARTICLE 14

INDEPENDENT CORPORATION STATUS

Section 14.1 Nature of Agreement. Corporation shall be deemed at all times to be an independent Corporation and is solely responsible for the manner in which Corporation implements the Management District Plan and uses the Assessment Funds. Corporation shall at all times remain solely liable for the acts and omissions of Corporation, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Corporation.

Section 14.2 Direction. Any terms in this Agreement referring to direction or instruction from the City or any Indemnified Party shall be construed as providing for direction as to policy and the result of Corporation's work only, and not as to the means by which such a result is obtained.

Section 14.3 Consequences of Recharacterization.

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that any officer, employee, agent or representative of Corporation is an employee of City for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Corporation which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Corporation for City, upon notification of such fact by City, Corporation shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Corporation under this Agreement (again, offsetting any amounts already paid by Corporation which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, any officer, employee, agent or representative of Corporation shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that any officer, employee, agent or representative of Corporation is an employee for any other purpose, Corporation agrees to a reduction in City's financial obligation hereunder such that the aggregate amount of Assessment Funds under this Agreement does not exceed what would have been the amount of such Assessment Funds had the court, arbitrator, or administrative authority had not determined that any officer, employee, agent or representative of Corporation was an employee of City.

ARTICLE 15

NOTICES AND OTHER COMMUNICATIONS

Section 15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, or (b) hand delivered.

If to the City:

Office of Economic and Workforce Development
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place,

San Francisco, CA 94102
Attn: Crezia Tano, Senior Project Manager – CBD Program

If to Corporation:

Yerba Buena Community Benefit District
5 Third Street #914
San Francisco, CA 94103
Attn: Cathy Maupin

Section 15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

Section 15.3 Change of Address. From time to time any party hereto may designate a new address for purposes of this Article by notice to the other party.

ARTICLE 16 COMPLIANCE

Section 16.1 Local Business Enterprise Utilization; Liquidated Damages. If Corporation enters into an agreement for construction or construction-related services with any person ("Contractor") that would be subject to the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code, Corporation shall include in its agreement with such Contractor provisions requiring Contractor to comply with such ordinance, substantially as follows:

(a) **The LBE Ordinance.** Contractor shall comply with all the requirements of the Local Business Enterprise Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under the agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of the agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provision of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under the agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless the agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

(b) **Compliance and Enforcement.**

(1) **Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of the agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on the agreement, or 10% of the total amount of the agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other

public official authorized to enforce the LBE Ordinance (separately and collectively, the “Director of HRC”) may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor’s LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into the agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of the agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(2) **Subcontracting Goals If Contractor Will Use Subcontractors.** The LBE subcontracting participation goal for this contract shall be established by HRC. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until HRC Progress Payment Form and the HRC Payment Affidavit are provided by Contractor.

Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

(3) **Subcontract Language Requirements.** Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors.

Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor’s obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and the Office of Economic Development to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction.

Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(4) **Payment of Subcontractors.** Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount.

Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

Section 16.2 Nondiscrimination; Penalties.

(a) **Corporation Shall Not Discriminate.** In the performance of this Agreement, Corporation agrees not to discriminate against any employee, City and County employee working with such Corporation or subcontractor, applicant for employment with such Corporation or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Subcontracts.** Corporation shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions, if, depending on the subject matter and terms and conditions of such subcontract, such provisions would be apply to Corporation if the subcontract was a contract to which the City was a party. Corporation's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Corporation does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Corporation shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Corporation shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Corporation understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Corporation and/or deducted from any payments due Corporation.

Section 16.3 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the

MacBride Principles. By signing below, the person executing this agreement on behalf of Corporation acknowledges and agrees that he or she has read and understood this section

Section 16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to Section 804(b) of the San Francisco Environment Code, City urges all Corporations not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

Section 16.5 Drug-Free Workplace Policy. Corporation acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Corporation and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

Section 16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Corporation to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Corporation fails to comply in good faith with any of the provisions of Chapter 5, Corporation shall be liable for liquidated damages in an amount equal to Corporation's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Corporation acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Corporation from any contract with City.

Section 16.7 Compliance with ADA. Corporation acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Corporation shall not discriminate against any person protected under the ADA in connection with all or any portion of the Management District Plan and shall comply at all times with the provisions of the ADA.

Section 16.8 Requiring Minimum Compensation for Employees.

a. Corporation agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12).5.1 are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Corporation's obligations under the MCO is set forth in this Section. Corporation is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Corporation to pay Corporation's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Corporation is obligated to keep informed of the then-current requirements. Any subcontract entered into by Corporation shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Corporation's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Corporation.

c. Corporation shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Corporation shall maintain employee and payroll records as required by the MCO. If Corporation fails to do so, it shall be presumed that the Corporation paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Corporation's job sites and conduct interviews with employees and conduct audits of Corporation.

f. Corporation's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Corporation fails to comply with these requirements. Corporation agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Corporation's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Corporation understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Corporation fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Corporation fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Corporation represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Corporation is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Corporation later enters into an agreement or agreements that cause Corporation to exceed that amount in a fiscal year, Corporation shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Corporation and this department to exceed \$25,000 in the fiscal year.

Section 16.9 Limitations on Contributions. Through execution of this Agreement, Corporation acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, 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. Corporation 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. Corporation further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Corporation's board of directors; Corporation's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Corporation; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Corporation. Additionally,

Corporation acknowledges that Corporation must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

Section 16.10 First Source Hiring Program.

(a) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Corporation shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

(b) **First Source Hiring Agreement.** As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Corporation shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Corporation shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the

employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

(c) **Hiring Decisions.** Corporation shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

(d) **Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

(e) **Liquidated Damages.** Corporation agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the Corporation's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the Corporation to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by Corporation from the first source hiring process, as determined by the FSHA during its first investigation of Corporation, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the Corporation's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by Corporation to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of Corporation's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of Corporation to comply with its first source referral contractual obligations.

(6) That the failure of Corporation to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(7) That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, Corporation will be liable for the City's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

(f) **Subcontracts.** Any subcontract entered into by Corporation shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

Section 16.11 Administrative Code Chapter 12.G. In the event Corporation is appropriated any City funds during the term of this Agreement that are subject to San Francisco Administrative Code Chapter 12.G, Corporation will acknowledge and observe the requirements of Chapter 12.G., to the extent legally applicable.

Section 16.12 Preservative-Treated Wood Containing Arsenic. Corporation may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Corporation may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Corporation from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

Section 16.13. Consideration of Criminal History in Hiring and Employment Decisions.

a. Corporation agrees to comply fully with and be bound by all of the provisions of Chapter 12T “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The term “Contractor” as used in this Section and in Chapter 12T, shall mean Corporation. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant’s or potential applicant for employment, or employee’s: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE’s website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor’s control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T,

including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

Section 16.14 Protection of Private Information. Corporation has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Corporation agrees that any failure of Corporation to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against Corporation pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar Corporation.

Section 16.15 Requiring Health Benefits for Covered Employees.

Unless exempt, Corporation agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Section 12Q.5.1 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at <http://www.sfgov.org/olse>. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee, Corporation shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Corporation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if the Corporation is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

(c) Corporation's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Corporation if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Corporation fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Corporation fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

(d) Any Subcontract entered into by Corporation shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Corporation shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Corporation shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Corporation based on the Subcontractor's failure to comply, provided that City has first provided Corporation with notice and an opportunity to obtain a cure of the violation.

(e) Corporation shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Corporation's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Corporation represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

(g) Corporation shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders.

(h) Corporation shall keep itself informed of the current requirements of the HCAO.

(i) Corporation shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

(j) Corporation shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five business days to respond.

(k) Corporation shall allow City to inspect Corporation's job sites and have access to Corporation's employees in order to monitor and determine compliance with HCAO.

(l) City may conduct random audits of Corporation to ascertain its compliance with HCAO. Corporation agrees to cooperate with City when it conducts such audits.

(m) If Corporation is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Corporation later enters into an agreement or agreements that cause Corporation's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Corporation and the City to be equal to or greater than \$75,000 in the fiscal year.

Section 16.16 Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Corporation shall remove all graffiti from any real property owned or leased by Corporation in the City and County of San Francisco within forty eight (48) hours of the earlier of Corporation's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works; or alternatively, according to the time requirements in any DPW Notice of Violation that is received by Corporation. This section is not intended to require a Corporation to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et

seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Corporation to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

Section 16.17 Food Service Waste Reduction Requirements. Corporation agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Corporation agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Corporation agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Corporation's failure to comply with this provision.

Section 16.18 [Left blank by agreement of the parties.]

Section 16.19 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Corporation shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

ARTICLE 17

MISCELLANEOUS

Section 17.1 No Waiver. No waiver by the City of any default or breach of this Agreement shall be implied from any failure by the City to take action on account of such default if such default persists or is repeated. No express waiver by the City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

Section 17.2 Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

Section 17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Director of the Office of Economic Development who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

Section 17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

Section 17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

Section 17.6 Entire Agreement. This Agreement and the documents set forth as appendices hereto constitute the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and other documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A, Management District Plan; and,

Appendix B, Resolution to Establish.

Section 17.7 Certified Resolution of Signatory Authority. Upon request of City, Corporation shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Corporation.

Section 17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

Section 17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 17.10 Survival of Terms. The obligations of Corporation and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 6.4 through 6.8, Articles 7 and 9, Section 10.4, Article 12, Section 13.4, Section 14.3 and this Article 17.

Section 17.11 Further Assurances. From and after the date of this Agreement, Corporation agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY

CORPORATION:

**OFFICE OF ECONOMIC AND
WORKFORCE DEVELOPMENT**

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

By: _____
Todd Rufo
Director

I have read and understood paragraph 16.3, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

**Yerba Buena COMMUNITY BENEFIT
DISTRICT,**

Approved as to Form:

By: _____
Cathy Maupin

Dennis J. Herrera
City Attorney

Federal Tax ID No. 80-0304869

By: _____
Robert A. Bryan
Deputy City Attorney

City Vendor No. 77889

Print Form

Introduction Form

By a Member of the Board of Supervisors or the Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2016 OCT 27 PM 1:52

Time stamp
or meeting date

ZLB

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.

Sponsor(s):

Supervisor Kim

Subject:

Agreement - Owners' Association for Administration/Management of Yerba Buena Community Benefit District

The text is listed below or attached:

[]

Signature of Sponsoring Supervisor: 

For Clerk's Use Only:

151108