

1 [Conceptual Term Sheet Endorsement - JPPF OP Acquisitions, LLC (“Jamestown”) -
2 Proposed Lease of Pier 29 Bulkhead]

3 **Resolution endorsing the Conceptual Term Sheet between the Port and JPPF OP**
4 **Acquisitions, LLC (“Jamestown”) for a proposed 15-year lease of approximately 20,000**
5 **square feet of space at the Pier 29 Bulkhead Building, located at Chestnut Street and**
6 **the Embarcadero.**

7
8 WHEREAS, Charter, Section B3.581 empowers the Port Commission with the power
9 and duty to use, conduct, operate, maintain, manage, regulate and control Port area of the
10 City and County of San Francisco; and

11 WHEREAS, On December 8, 2015, the Port Commission, by Resolution 15-41,
12 authorized Port staff to issue a request for proposals for the Retail Leasing Opportunity at the
13 Pier 29 Bulkhead Building located at Chestnut Street and the Embarcadero; and

14 WHEREAS, On December 23, 2015, the Port issued the Request for Proposals for the
15 Retail Leasing Opportunity at the Pier 29 Bulkhead Building (the “RFP”); and

16 WHEREAS, On April 26, 2016, by Resolution 16-17, the Port Commission awarded
17 Jamestown an exclusive right to negotiate with the Port for a 15-year lease of
18 approximately 20,000 square feet located at the Pier 29 Bulkhead Building (the “Lease”); and

19 WHEREAS, The Port and Jamestown entered into an Exclusive Negotiation
20 Agreement (“ENA”) that sets forth the process, terms and conditions upon which the Port and
21 Jamestown will negotiate terms for a lease; and

22 WHEREAS, Among other things, the project is intended to achieve the following Port
23 objectives: complement the Port’s \$114,000,000 investment in the James R. Herman Cruise
24 Terminal and Cruise Terminal Park; provide a retail-based use concept that will serve to
25 augment the rich experience of visitors, cruise ship passengers, businesses and residents in

1 the Northeast Waterfront and highlight and promote that which is unique to our region and
2 culture; provide for an adaptive reuse of a vacant facility to a public-oriented use that
3 conforms to the Secretary of the Interior Standards for Treatment of Historic Properties and
4 contributes to the integrity of the Embarcadero Historic District; provide, through collaboration
5 with SFMade, a venue where San Francisco's rich art, design and local manufacturing
6 community can introduce, display and sell its products; and

7 WHEREAS, On January 10, 2017, by Resolution 17-04, the Port Commission: (a)
8 determined that the use proposed by Jamestown for a retail use in the Pier 29 Bulkhead
9 Building is consistent with the Waterfront Land Use Plan (the "WLUP"), and (b) endorsed
10 Conceptual Term Sheet (the "Term Sheet"), which sets forth the essential terms upon which
11 the Port and Jamestown will negotiate in good faith to reach agreement on the final Lease;
12 and

13 WHEREAS, The Term Sheet is on file with the Clerk of the Board of Supervisors in
14 File No. _____, and is incorporated herein by reference; and

15 WHEREAS, Although this project does not trigger the dollar thresholds for fiscal
16 responsibility and feasibility analysis and is not a "development project" such that Board of
17 Supervisors' review of the Term Sheet is required, Port and Jamestown wish to obtain the
18 endorsement of the Term Sheet by the Board of Supervisors; and

19 WHEREAS, Long-term use and development opportunities for the Pier 29 shed will be
20 informed by the Waterfront Plan Update process, although short-term leases in the Pier 29
21 shed will continue to address revenue objectives; and

22 WHEREAS, The Term Sheet is not itself a binding agreement that commits the Port or
23 Jamestown to proceed with the approval or implementation of the project and the project will
24 first undergo environmental review under the California Environmental Quality Act ("CEQA")
25 and will be subject to public review in accordance with the processes of the Port Commission,

1 the Board of Supervisors, other City departments and offices, and other government agencies
2 with approval over the proposed Lease before any entitlements and other regulatory
3 approvals required for the Lease will be considered; now, therefore, be it

4 RESOLVED, That the Board of Supervisors hereby endorses the Term Sheet; and, be
5 it

6 FURTHER RESOLVED, That endorsement of the Term Sheet does not commit the
7 City to approval of the final Lease or grant any entitlements to Jamestown, nor does the Term
8 Sheet foreclose the possibility of considering alternatives to the proposal, mitigation measures
9 to reduce or avoid any significant impacts or from deciding not to grant entitlement or approve
10 the Lease, after conducting appropriate environmental review under CEQA, and, while the
11 Term Sheet identifies certain essential terms of a proposed transaction, it does not
12 necessarily set forth all of the material terms and conditions of any final Lease; and, be it

13 FURTHER RESOLVED, That the Board of Supervisors will not take any discretionary
14 actions committing the City to implement the project, and the provisions of the Term Sheet are
15 not intended and will not become contractually binding unless and until the Port Commission
16 has reviewed and considered environmental documentation prepared in compliance with the
17 CEQA and the Port Commission, and as applicable, the Board of Supervisors and the Mayor,
18 have approved the final Lease.

<p>Item 1 File 17-0128</p>	<p>Department: Port Commission (Port)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p>	
<ul style="list-style-type: none"> The proposed resolution would endorse the Conceptual Term Sheet between the Port, as landlord, and JPPF OP Acquisitions, LLC (Jamestown), as tenant, for a 15-year lease of approximately 20,000 square feet of space at the Pier 29 Bulkhead Building, located at Chestnut Street and the Embarcadero. 	
<p style="text-align: center;">Key Points</p>	
<ul style="list-style-type: none"> After completion of the America’s Cup in 2013, the Port Commission focused on re-leasing the Pier 29 Bulkhead Building to (i) complement the Port’s investment in the James R. Herman Cruise Terminal and Cruise Terminal Park; (ii) provide for a reuse of a vacant facility to a public-oriented and retail-based use; and (iii) provide a venue through SFMade where the local manufacturing community can display and sell its products. In December 2015, the Port Commission issued a Request for Proposals (RFP) for retail leasing of the Pier 29 Bulkhead Building. After receiving three proposals, in April 2016, the Port Commission awarded JPPF OP Acquisitions, LLC (Jamestown), an exclusive right to negotiate with the Port for a 15-year lease of approximately 20,000 square feet at the Pier 29 Bulkhead Building. The proposed term sheet is based on the Jamestown RFP, such that the terms of the proposed lease have not yet been negotiated. 	
<p style="text-align: center;">Fiscal Impact</p>	
<ul style="list-style-type: none"> The fair market rent will be determined by the Port and Jamestown after including costs of build-out for the project, with periodic fixed adjustments, estimated at the proposal stage at \$25,000 per month. Jamestown would be eligible for rent credits against the base rent for hard costs incurred for specified capital improvements, estimated at the proposal stage at \$1,182,000. Jamestown will be solely responsible for funding all project costs, estimated at \$5,830,000, subject to rent credits as described above. 	
<p style="text-align: center;">Policy Consideration</p>	
<ul style="list-style-type: none"> According to the Port, Jamestown will provide substantial capital investment to this vacant site, including tenant improvements, for reuse as a retail facility. Given the Port’s current capital needs and existing revenues, the Port does not have the financial capacity to undertake significant capital improvements to this facility. 	
<p style="text-align: center;">Recommendation</p>	
<ul style="list-style-type: none"> Approve the proposed resolution. 	

MANDATE STATEMENT

Although this project has development costs less than \$10 million, and therefore does not meet the dollar thresholds for fiscal responsibility and feasibility analysis, the Port Commission wishes to obtain the endorsement of the Term Sheet by the Board of Supervisors. In accordance with Charter Section 2.105, the Board of Supervisors shall act by written ordinance or resolution.

BACKGROUND

The Pier 29 Bulkhead Building located at Chestnut Street and the Embarcadero has historically been used for light industrial storage and parking. The Port rebuilt the Building following a major fire to accommodate the 34th America's Cup events in 2013. After completion of the America's Cup, the Port Commission focused on re-leasing the Pier 29 Bulkhead Building.

Consequently, in December 2015, the Port Commission issued a competitive Request for Proposals (RFP) for retail leasing of the Pier 29 Bulkhead Building. After receiving three proposals, in April 2016, the Port Commission awarded JPPF OP Acquisitions, LLC (Jamestown), an exclusive right to negotiate with the Port for a 15-year lease of approximately 20,000 square feet located at the Pier 29 Bulkhead Building. The Port and Jamestown entered into an Exclusive Negotiation Agreement (ENA) that sets forth the process, terms and conditions upon which the Port and Jamestown will negotiate terms for a lease.

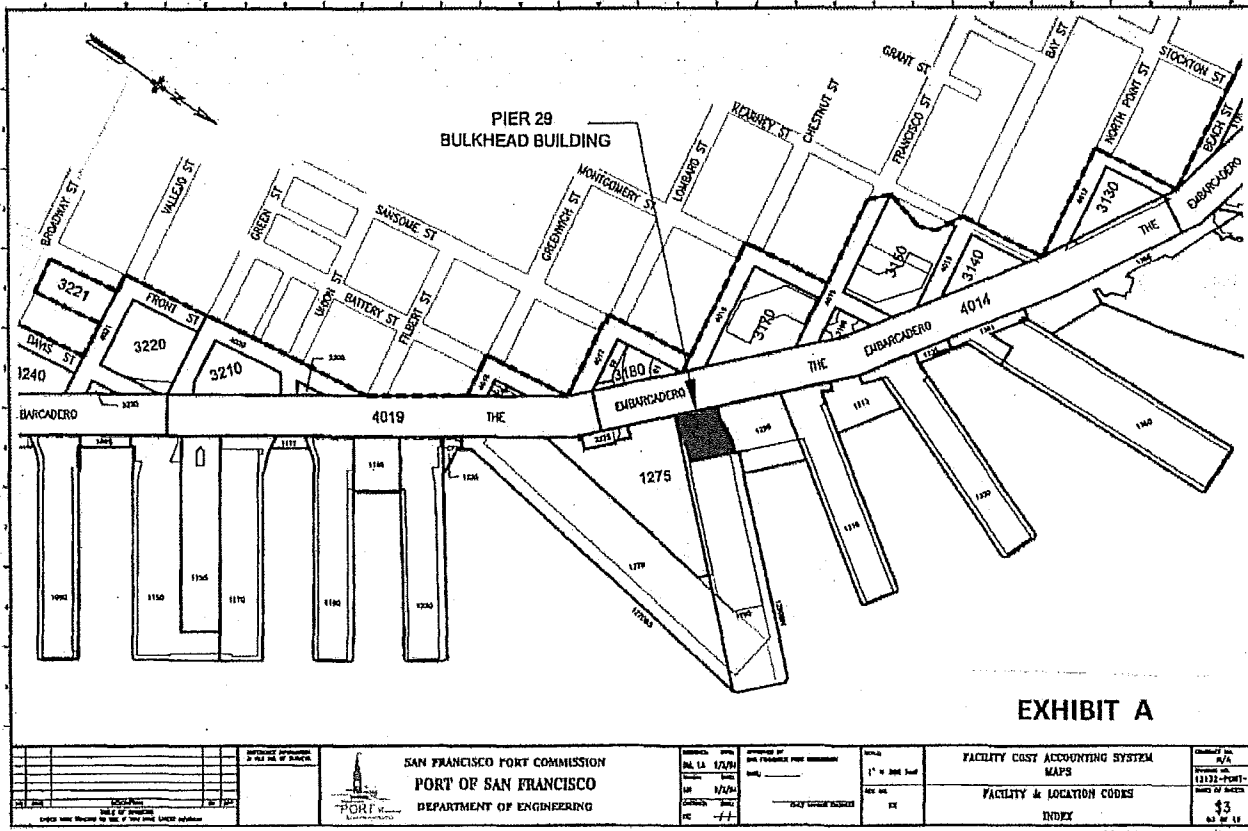
This project is intended to achieve the following Port objectives:

- (i) complement the Port's \$114,000,000 investment in the James R. Herman Cruise Terminal and Cruise Terminal Park;
- (ii) provide a retail-based use to augment the experience of visitors, cruise ship passengers, businesses and residents in the Northeast Waterfront;
- (iii) provide for an adaptive reuse of a vacant facility to a public-oriented use that conforms to the Secretary of the Interior Standards for Treatment of Historic Properties and contributes to the integrity of the Embarcadero Historic District; and
- (iv) provide, through collaboration with SFMade, a venue where San Francisco's art, design and local manufacturing community can introduce, display and sell its products.

In January 2017, the Port Commission (i) determined that the use proposed by Jamestown for a retail use in the Pier 29 Bulkhead Building is consistent with the Waterfront Land Use Plan (WLUP); and (ii) endorsed the Conceptual Term Sheet which sets forth the essential terms which the Port and Jamestown will negotiate in good faith to reach agreement on the final lease.

Exhibit 1 below illustrates the location of the Pier 29 Bulkhead Building.

Exhibit 1: Pier 29 Bulkhead Building Location



DETAILS OF PROPOSED LEGISLATION

The proposed resolution would endorse the Conceptual Term Sheet between the Port, as landlord, and JPPF OP Acquisitions, LLC (Jamestown), as tenant, for a 15-year lease of approximately 20,000 square feet of space at the Pier 29 Bulkhead Building, located at Chestnut Street and the Embarcadero.

The proposed resolution:

- Endorses the proposed term sheet for a 15-year lease of approximately 20,000 square feet of space at the Pier 29 Bulkhead Building between the Port and Jamestown;
- States that endorsement of the proposed term sheet does not commit the Board of Supervisors to approve the final lease nor set forth all material terms and conditions between the Port and Jamestown; and
- Requires Port Commission review and consideration of findings of the Pier 29 Bulkhead Building site and related facilities pursuant to the California Environmental Quality Act (CEQA) prior to Board of Supervisors approval of the final lease.

According to the proposed resolution, the term sheet is not a binding document that commits the Port to proceed with the proposed lease with Jamestown until environmental review has been completed in compliance with CEQA and the parties are able to execute a mutually acceptable lease and other transaction documents. The proposed lease will be subject to a historic preservation review for consistency with the Secretary of the Interior’s Standards for the Treatment of Historic Properties (Secretary’s Standards).

Competitive Process

The Port selected Jamestown in April 2016 after advertising a competitive RFP in December 2015. A total of three proposals were received. The evaluation and selection process consisted of two phases. The first phase was the submittal of the written proposal. The second phase was an oral interview. The evaluation panel consisted of individuals knowledgeable on the subject matter and included staff from the Port, the Recreation and Park Department, and a community member from the Northeast Waterfront Advisory Group. The final scoring of the three proposals is detailed in Table 1 below.

Table 1: Final RFP Scoring for Pier 29 Bulkhead Building Lease

Proposer	Written Proposal Score (Total/Average)	Oral Interview Score (Total/Average)	Final Total Score	Final Ranking
Jamestown	339/85	352/88	691	1
IARTSF	267/67	253/63	520	2
Premier	214/54	224/56	438	3

Source: Port Commission

Proposed Term Sheet

The subject term sheet is based on the results of the RFP as submitted by Jamestown, such that the terms of the proposed lease have not yet been negotiated. The proposed resolution endorses the term sheet between the Port, as landlord, and Jamestown, as tenant, for a 15-year lease of up to approximately 22,600 square feet of space at the Pier 29 Bulkhead Building, located at Chestnut Street and the Embarcadero. The final lease between the Port and Jamestown will be subject to negotiations between the Port and Jamestown and will then be subject to future Board of Supervisors approval. Table 2 below summarizes the terms of the proposed term sheet.

Table 2: Summary of Proposed Term Sheet between Jamestown and the Port

Site	The Pier 29 Bulkhead Building, up to approximately 22,600square feet
Lease Term	15 years
Base Rent	Fair market rent to be determined by the parties after taking into account costs of build-out for the project, with periodic fixed adjustments, estimated initially at \$25,000 per month.
Participation Rent	Port would receive a share of revenues, including as a result of a sale of the lease that includes reasonable and market-based return to Jamestown and the Port.
Rent Credits	Jamestown will be eligible for rent credits against Base Rent for certain reasonable hard costs, such as construction of a separation fire wall, electric service to the facility, sewer and pump work, life safety improvements, and other structural work, actually incurred for specified capital improvements that benefit the Port, estimated initially at \$1,182,000.
Project Funding	All project costs to be funded by Jamestown, estimated initially at \$5,830,000, subject to rent credits as detailed above.
Waterfront Plan/Public Trust	All uses permitted under the Lease shall be consistent with the public trust and Waterfront Land Use Plan, based on findings by the Port Commission in accordance with the Burton Act and City Charter.

According to the proposed term sheet, Jamestown will select subtenants in consultation with the nonprofit SFMade with top priority given to those that showcase and sell products manufactured in San Francisco by SFMade members and a secondary priority given to those that sell goods manufactured in the wider Bay Area. Jamestown will include terms for SFMade's involvement in its letters of intent and subleases for retail space.

FISCAL IMPACT

Base Rent Payable to the Port

According to the proposed term sheet, the fair market rent for the lease will be determined by the Port and Jamestown after taking into account costs of build-out for the project, with periodic fixed adjustments, which was estimated at the proposal stage to be \$25,000 per month. In addition, Jamestown would be eligible for rent credits against the base rent for certain reasonable hard costs incurred for specified capital improvements, such as construction of a separation fire wall, electric service to the facility, sewer and pump work, life safety improvements, and other structural work, that benefit the Port, which was estimated at the proposal stage to be \$1,182,000.

According to Mr. Boris Delepine, Contract Administrator at the Port, all respondents to the RFP included preliminary estimates of build-out costs. These estimates were prepared without the benefit of advanced design or thorough inspection of the facility. As part of the final lease agreement, Jamestown will conduct more thorough design and cost estimation, from which final rent credits will be determined. Mr. Delepine also states that the final lease agreement with Jamestown will be negotiated to provide the Port with participation rent based on gross revenues including the result of a sale or transfer of the lease. According to Mr. Delepine, it is the Port's general practice to include annual increases to base rent in leases, which have yet to be negotiated with Jamestown. Currently, annual rent adjustments are negotiated with three percent annual rent increases.

Project Funding

According to the proposed term sheet, Jamestown will be solely responsible for the funding of all soft and hard project costs, estimated at the proposal stage to be \$5,830,000, subject to rent credits as described above. According to Mr. Mark Lozovoy, Assistant Deputy Director of Real Estate at the Port, costs for tenant improvements, utilities and maintenance will be paid by Jamestown.

POLICY CONSIDERATION

Mr. Delepine advises that the Port is seeking to undertake this proposed project with Jamestown, based on the results of the RFP, because Jamestown will provide substantial capital investment to this vacant site, including tenant improvements, for reuse as a retail facility. Given the Port's current capital needs and existing revenues, the Port does not have the financial capacity to undertake significant capital improvements to this facility. As noted above, the Port is currently seeking the Board of Supervisors approval of the proposed term sheet with Jamestown, in order to move forward with negotiating a lease with Jamestown. The final lease will be subject to future Board of Supervisors approval.

RECOMMENDATION

Approve the proposed resolution.

local happy hours, and special events. The Premises will include public and gathering spaces for consumption of products sold on-site that also celebrate San Francisco, its urban manufacturing sector and culture and craft beverage renaissance. This destination is intended to serve both waterfront visitors and San Francisco residents and employees. No full-service restaurants will be permitted.

JPPF will select retail subtenants in consultation with the non-profit SFMade, with top priority given to those that showcase and sell products manufactured in San Francisco by SFMade members and a secondary priority given to those that sell goods manufactured in the wider Bay Area. JPPF will include terms for SFMade's involvement in its letters of intent and subleases for retail space to ensure that SFMade has a seat at the table from a very early stage in the subleasing process.

The Premises is currently estimated to occupy 22,600 sf, but may vary slightly depending on occupancy calculations. The central portion of the bulkhead would be dedicated to retail uses and would use the central arch as the main entrance. The beverage spaces are currently laid-out on the perimeter of the central retail space, establishing a large, engaging hall. Beverage production and storage, as well as public restrooms, would be located within a portion of the bulkhead. The Premises would allow for approximately 10,000 sf of retail space, 2,000 sf of beverage consumption space, 3,700 sf of back of house space, 4,100 sf of beverage production space, and 3,100 sf of storage space, as illustrated in Exhibit 1 attached to this Conceptual Term Sheet.

The final layout will be subject to Port and City review and will be designed to meet occupancy, ingress, and egress regulations. The Lease will allow for future good faith negotiations for JPPF's activation of an outdoor plaza on the south side of Pier 29 Bulkhead under a license or similar agreement with Port's standard terms and conditions for such areas.

5. Proposed Financial Terms:

The parties acknowledge that the full scope and cost of capital improvements to the Premises are not presently known, pending resolution of the acceptable project concept and design. After endorsement of this Conceptual Term Sheet by the Port and Board, Jamestown will diligently undertake the necessary design and engineering work for the endorsed concept plan, which will result in a proposed budget for the Project. Based on the budget, the parties will negotiate the financial terms for the Lease, based on the following principles:

Project Funding: Jamestown will be solely responsible for the funding of all soft and hard project costs, estimated at the proposal stage to be \$5,830,000, subject to rent credits as provided below.

Base Rent: Fair market rent to be determined by the parties after taking into account costs of build-out for the Project, with periodic fixed adjustments, which amount was estimated at the proposal stage to be \$25,000 per month.

Rent Credits: Jamestown will be eligible for a rent credit against Base Rent for certain reasonable hard costs actually incurred for specified capital improvements that benefit the Port, estimated at the proposal stage to be \$1,182,000.

Participation Rent: The Lease will provide the Port with an upside participation in revenues, including as a result of a sale of the Lease, that takes into account a reasonable and market-based return to Port and JPPF.

7. Public Trust:

All uses permitted under the Lease shall be consistent with the public trust and Waterfront Land Use Plan, based upon findings by the Port Commission in accordance with the Burton Act and City Charter.

8. As Is Condition

JPPF will accept the Premises in its as-is condition.

9. Standard Terms and Conditions.

The Lease, except as negotiated above or in the ENA will address the terms and conditions of the Port's December 23, 2016 Request for Proposals ("RFP"). The Lease will be materially consistent with the Port's standard retail lease form as included in the RFP, with such negotiated changes mutually agreed by the parties to respond to circumstances unique to the Premises and the proposed project. Without limitation, the Lease will address security for Lease obligations (including a security deposit and security for construction obligations), tenant's compliance with laws, operations and management requirements, , indemnity and exculpation and insurance and hazardous materials. The Lease will require Tenant to comply with all City laws to the extent applicable to the Lease and Tenant's use thereunder, including, but not limited to, Non-Discrimination, First Source Hiring, Health Benefits Coverage, Limitation on Contributions, Prevailing Wages, and Local Hiring requirements. The Lease will address the Port's Seawall project and potential sea level rise issues.

10. Non-Binding.

The parties agree that this Term Sheet is not intended to create any agreement or obligation by Port to negotiate a definitive lease and imposes no duty whatsoever on Port to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arms' length. Prior to delivery of a definitive executed lease approved by the San Francisco Port Commission, and without any liability, the parties may (1) propose different terms from those summarized herein, and/or (2) unilaterally terminate all negotiations.

Attached Exhibits:

Exhibit 1-Site Map

MEMORANDUM

January 5, 2017

TO: MEMBERS, PORT COMMISSION
Hon. Willie Adams, President
Hon. Kimberly Brandon, Vice President
Hon. Leslie Katz
Hon. Eleni Kounalakis
Hon. Doreen Woo Ho

FROM: Elaine Forbes
Executive Director

SUBJECT: Request endorsement of the proposed Conceptual Term Sheet between the Port and JPPF OP Acquisitions, LLC ("Jamestown") for a 15-year lease of approximately 20,000 square feet of space at the Pier 29 Bulkhead Building, located at Chestnut Street and the Embarcadero

DIRECTOR'S RECOMMENDATION: Approve Attached Resolution

EXECUTIVE SUMMARY

Port staff is seeking endorsement of a conceptual term sheet for the lease and continuous operation of a retail facility in the Pier 29 Bulkhead Building. The Term Sheet represents a conceptual agreement by the parties which outlines the terms of a transaction to achieve the objectives specified in the Port's December 23, 2015 Request for Proposals ("RFP").

Following an extensive RFP process, in April 2016 Jamestown was awarded the exclusive right to negotiate for a 15-year lease for approximately 20,000 square feet of retail-based space located at the Pier 29 Bulkhead Building ("Site"). In September 2016, the Port and Jamestown entered into an Exclusive Negotiation Agreement ("ENA") that sets forth the process, terms and conditions upon which the Port and Jamestown will negotiate terms for a lease as specified in the RFP.

Jamestown engaged with various community stakeholders, the Northeast Waterfront Advisory Group ("NEWAG") and Port staff and has been working on project design. While NEWAG has generally expressed overall support for the project, one NEWAG member does not support the project and has raised questions about whether the project is consistent with the Waterfront Land Use Plan ("Waterfront Plan"). Further, the

Neighborhood organizations, Sunset Parkside Education and Action Committee (“SPEAK”) and Coalition of San Francisco Neighborhoods, have written to the Port expressing this same concern. Other comments have been received from the Barbary Coast Neighborhood Association (BCNA), Telegraph Hill Dwellers, and the local chapter of the Sierra Club. The Port and Jamestown have and will continue to provide project updates and answers to questions as the project design details continue to be developed. This early exchange has addressed the majority of BCNA questions which led to a letter of support for the project. Attachment C includes comment letters and responses from Jamestown or the Port that have been received to date.

The community process has taken more time than Jamestown anticipated. This project is small (capital investment is estimated at \$5.8 million) with relatively modest revenue potential. As a result, Jamestown is concerned about the viability of the project given the neighborhood concerns and seeks endorsement of a conceptual term sheet from the Port Commission and the Board of Supervisors as an “early read” on the direction of the project. Jamestown seeks this assurance before making additional investment in design and engineering necessary to complete the lease negotiations.

Although this leasing project does not trigger the dollar thresholds for fiscal responsibility and feasibility analysis and is not a “development project” such that Board of Supervisors’ review of the Term Sheet is required, Port staff does recommend this “early read” to provide both Jamestown and Port an indication of support before Jamestown and Port staff invest more effort into the proposal.

Port staff have now negotiated a non-binding term sheet that represents the conceptual agreement for the continued negotiation of terms and conditions of the anticipated lease for Jamestown’s proposed use of the Site as a retail venue. The lease will also be subject to Port Commission and Board of Supervisor approval.

Staff recommends endorsement of the Conceptual Term Sheet to achieve the following Port objectives:

- Confirm that retail uses are trust-consistent uses and are Acceptable Uses for Pier 29 bulkhead, along with a variety of other activities, therefore confirming that Jamestown’s proposed uses are consistent with the Waterfront Plan.
- Meet the *engagement, livability, economic vitality and stability* objectives of the Port’s Strategic Plan, as explained in the next section of this staff report.
- Complement the Port’s \$1.14 million investment in the James R. Herman Cruise Terminal and Cruise Terminal Park.
- Provide a retail-based use concept that will serve to augment the rich experience of visitors, cruise ship passengers, businesses and residents in the Northeast Waterfront and highlight and promote that which is unique to our region and culture.
- Provide for an adaptive reuse of a vacant facility to a public-oriented use that conforms to the Secretary of the Interior Standards for Treatment of Historic Properties and contributes to the integrity of the Embarcadero Historic District.

- Provide, through collaboration with SFMade, a venue where San Francisco's rich art, design and local manufacturing community can introduce, display and sell its products.

If the Port Commission endorses the Conceptual Term Sheet, it will be presented to the Board of Supervisors for endorsement. Obtaining the endorsement of the proposed Conceptual Term Sheet and the Port Commission's finding that the proposed Lease is consistent with the Waterfront Plan is key in providing Jamestown a level of confidence for continuing to expend funds to move the project forward.

STRATEGIC OBJECTIVE

This leasing opportunity complies with the goals of the Port's Strategic Plan as follows:

Engagement:

By proactively marketing Port maritime and commercial leasing opportunities through a robust multidimensional marketing campaign promoting the Port as a unique "brand".

Livability:

By expanding the Port's diversity in lease opportunities through increased outreach to the underserved communities and through developing partnerships, and by marketing industrial facilities to capture a share of boutique manufacturing businesses which provide space to grow and preserve light manufacturing and industrial job opportunities.

Economic Vitality:

By planning and executing a holistic and balanced strategy to the real estate portfolio and asset management to maximize asset value and income stream to the Port.

Stability:

By increasing Port annual revenues to \$125 million and continuing to expand ongoing revenue sources, and by retaining a diversified tenant base that will perform through economic cycles.

BACKGROUND

Since the success of the public-oriented activities during the 34th America's Cup and the opening of the Pier 27 James R. Herman Cruise Terminal and Cruise Terminal Plaza, the Port has focused on a new leasing strategy to re-tenant the Pier 29 bulkhead. Prior to America's Cup, the facility was leased for light industrial storage and/or parking, before it suffered a major fire and emergency rebuild that was completed just in time to serve as part of the America's Cup Village. Pier 29 bulkhead was recast as a temporary restaurant, the Waiheke Island Yacht Club. This public-friendly venue made excellent use of the reconstructed bulkhead building, and provided a positive visitor experience fronting along the Embarcadero Promenade. After the conclusion of the America's Cup, Port staff proposed a different leasing strategy for the Pier 29 bulkhead to target uses oriented to visitors, workers and residents rather than return to light industrial use and parking. The completion of the Pier 27 Cruise Terminal and the Exploratorium has

generated substantial growth-in pedestrian volumes that would be served well by a public-oriented use in this location.

The re-tenanting proposal received encouragement and feedback from the Port Commission and the public. In investigating this use opportunity, Port staff conversed with stakeholders including numerous sessions with the NEWAG. The Waiheke Island Yacht Club provided an inviting attraction and was favored over light industrial and parking use. In July 2015, staff proposed a re-tenanting plan for the Pier 29 bulkhead to improve and operate a "San Francisco-flavored" destination and retail use within an approximately 20,000 square foot portion of the bulkhead. Staff's vision included a master tenant to serve as the predominant manager or user of the Site, with provisions allowing for subleases for other complimentary uses. Staff's goal was to augment the rich experience of visitors, cruise ship passengers, businesses and residents in the Northeast Waterfront and highlight and promote that which is unique to our region and culture. NEWAG expressed its support of this lease opportunity.

On December 8, 2015, the Port Commission approved Resolution No. 15-41 authorizing staff to issue the RFP for the Retail Leasing Opportunity at the Pier 29 Bulkhead Building.¹ Because this new business also was envisioned to serve residents and workers in the neighborhood, the Port Commission included a member of the NEWAG on the RFP review panel. The four panel members were individuals with expertise in real estate leasing and management, urban design and regulatory compliance, historic preservation, and financial feasibility analysis. The panel evaluated, scored and ranked each of the three proposals received, and the proposal from Jamestown received the highest overall score. On April 26, 2016, the Port Commission approved Resolution 16-17, which authorized the award of the RFP and further authorized staff to enter into exclusive lease negotiations with Jamestown.²

PROJECT PROPOSAL

Jamestown proposes to make a substantial capital improvement to the Site. This investment will include construction of base building core and shell improvements and tenant improvements, which are specific to Jamestown's proposed retail use of the facility. Jamestown's concept includes a retail destination that showcases and sells products manufactured in San Francisco supported through an association with local non-profit organization, SF Made. The proposed retail space will feature flexible displays made of industrial brand and recycled materials that will allow for different configurations to accommodate fluctuating merchandise presentation or open the space for events.

¹ The December 3, 2015 Port Commission staff report [<http://sfport.com/sites/default/files/FileCenter/Documents/10943-Item%2012B%20Pier%2029%20Bulkhead%20Leasing%20Opportunity.pdf>] provides more details regarding types of retail, creative goods and limited food services that were invited in the RFP, and the community engagement process.

² The April 21, 2016 Port Commission staff report [<http://sfport.com/sites/default/files/Commission/Documents/Commission%20Meeting%20Staff%20Reports/2016%20Commission%20Meeting%20Items/APR26/Item%2011A%20Pier%2029%20Bulkhead%20-%20Award%20of%20RFP.pdf>] provides more details regarding the results of the RFP and award of the exclusive right to negotiate to Jamestown.

Jamestown also proposes a local craft beverage operation that will feature a craft brewery, urban winery and coffee roastery. The back wall of the bulkhead will be anchored by a craft alcohol manufacturer and the zone closest to The Embarcadero is envisioned as a café showcasing a local San Francisco coffee roastery. The beverage-focused uses will have limited food service. The central portion of the space would be dedicated to the retail uses and would use the central arch as the main entrance. The beverage spaces are currently laid-out on the perimeter of the central retail space, establishing a large, engaging hall. Beverage production and storage, as well as public restrooms, would also be located within a portion of the bulkhead.

Pier 29 bulkhead is a contributing resource in the Embarcadero Historic District. All improvements will be designed to meet the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"). Jamestown's efforts will include partitioning the proposed retail space from the shed space, creating accessible entries to the Site, installing ADA accessible restrooms and providing as needed electrical, fire safety, phone, data, water, sewer and gas utilities that will conform to meet applicable code requirements. In addition, Jamestown will construct all tenant improvements necessary to fulfill the needs of its retail concept described above.

SUMMARY OF TERM SHEET

Attachment B is the Conceptual Term Sheet proposed for endorsement. The key business terms and conditions include:

Tenant: JPPF OP Acquisitions, LLC, a Georgia limited liability company

Premises: The Premises is currently estimated to occupy 22,600 sf, but may vary slightly depending on occupancy calculations.

Lease Term: 15 years.

Base Rent: Fair market rent to be determined by the parties after taking into account costs of build-out for the project, with periodic fixed adjustments, which amount was estimated at the proposal stage to be \$25,000 per month.

Participation Rent: The Lease will provide the Port with an upside participation in revenues, including as a result of a sale of the Lease, that takes into account a reasonable and market-based return to Jamestown and the Port.

Funding: Jamestown will be solely responsible for the funding of all soft and hard project costs, estimated at the proposal stage to be \$5,830,000, subject to rent credits as provided below.

Rent Credits: Jamestown will be eligible for a rent credit against Base Rent for certain reasonable hard costs actually incurred for specified capital

improvements that benefit the Port, estimated at the proposal stage to be \$1,182,000.

**Waterfront Plan/
Public Trust:**

All uses permitted under the Lease shall be consistent with the public trust and Waterfront Land Use Plan, based upon findings by the Port Commission in accordance with the Burton Act and City Charter.

This proposal represents a Conceptual Term Sheet because the parties are in the early stage of negotiations regarding the financial aspects of the project, the analysis of the financial terms have not been highly developed as yet and are also conceptual at this point.

DESIGN DEVELOPMENT AND THE WATERFRONT PLAN

Upon the Port Commission's selection, Jamestown immediately initiated a comprehensive due diligence examination of the Site and began to develop its design concepts. Jamestown engaged with various local stakeholders and NEWAG, as well as work with Port staff from the Real Estate, Planning and Engineering Divisions.

Jamestown has appeared at the May 4, July 13 and November 10, 2016 NEWAG meetings to present project design, and project update reports. Port staff also initiated architectural and historic design review and provided direction to address Secretary Standards' requirements. While the NEWAG has expressed overall support of this re-use of the bulkhead building, the proposed design has generated questions and comments regarding the compatibility of architectural and public art features with the Embarcadero Historic District setting, which Jamestown will continue to address. Jamestown has worked diligently to revise its project concept to respond to these concerns which will continue, while also preparing for environmental review under the California Environmental Quality Act ("CEQA").

Additionally, one NEWAG member raised questions about the project's consistency with the Waterfront Plan, and whether the Port should proceed with this lease while the Waterfront Plan Update is in process. This concern was reiterated by the Coalition for San Francisco Neighborhoods and Sunset Parkside Education and Action Committee ("SPEAK"). The NEWAG member comment also asserted that Pier 29 is designated for active recreation use, and should not allow the proposed Jamestown project in the bulkhead portion of the facility. Port staff provided the following responses regarding the Waterfront Plan questions:

- The Waterfront Plan includes a matrix of Acceptable Land Uses for each Port property, which identifies a menu of allowable long-term uses (up to 66 years under the Burton Act). Retail and restaurants are trust-consistent uses and are listed as Acceptable Uses for Pier 29 (bulkhead and shed), along with a variety of other activities. The Jamestown project uses therefore are consistent with the Waterfront Plan.

- The Waterfront Plan includes the Waterfront Design & Access which provides additional direction regarding architectural and urban design, and historic rehabilitation, which applies to the Jamestown project.
- The Waterfront Plan includes policy language that indicates a broad range of mixed-use development opportunities for Piers 27-29 and 31, including a maritime mixed use recreation development. The former large, clear-span Pier 27 shed, which offered the best opportunity for active recreation uses, was replaced by the James R. Herman Cruise Terminal and Cruise Terminal Park. A prior public-private mixed use recreation development project for these facilities was unsuccessful.³
- Following the conclusion of the 34th America's Cup, the Port Commission has been focused on strategic leasing for Piers 19, 23 and 29 that enables the Port to reestablish revenue generation and business opportunities for these facilities, while also supporting the public process to update the Waterfront Plan. The Pier 29 Bulkhead re-tenanting effort is one of several projects that were in the pipeline when the Port Commission directed staff to undertake the Waterfront Plan Update. The Port Commission indicated that the Jamestown lease proposal should continue. Long-term use and development opportunities for Pier 29 shed should be informed by the Waterfront Plan Update process, although short-term leases (five years or less) will continue to address revenue objectives.

FURTHER COMMUNITY OUTREACH

Representatives of Jamestown remain committed to early and thorough public involvement in the review of the proposed leasing project. They have continued outreach to stakeholders, including meeting with the Barbary Coast Neighborhood Association (BCNA), and Telegraph Hill Dwellers. With assistance from Port staff, they have presented the proposed and revised design concepts to the NEWAG, and plan to make further presentations to NEWAG as the project evolves. Members of NEWAG continue to express support for the proposal. Both Port staff and Jamestown representatives will continue to apprise NEWAG of key project developments. This early exchange has addressed the majority of BCNA questions which led to a letter of support for the project. Attachment C includes comment letters and responses from Jamestown or the Port that have exchanged to date. Jamestown has committed to continue to work closely with the NEWAG and the community throughout the design and public approvals process.

Approval Process

Jamestown is expected to complete the following by early 2017: 1) obtain Port Commission endorsement of the Term Sheet, then seek Board of Supervisors' endorsement of the Term Sheet, 2) continue its due diligence, 3) complete environmental

³ The Piers 27-31 Mixed Use Recreation Project proposed by Mills Corporation (2000-2005), with YMCA is discussed in detail in the Port's Waterfront Plan Land Use Review Report [http://sfport.com/sites/default/files/FileCenter/Documents/9896-WLUP_Review_Chapter4_June2015_part2.pdf], June 2015; Chapter 4, pp. 205-206.

evaluation and discussions with the San Francisco Bay Conservation and Development Commission ("BCDC"), 4) complete negotiation of the Lease with the Port. Thereafter, Jamestown will seek Port Commission adoption of CEQA findings and approval of the Lease, which are also subject to approval of the Board of Supervisors, and BCDC permit approval.

After endorsement of the Conceptual Term Sheet by the Port Commission and the Board of Supervisors, the project concept will be refined and subject to a historic resources evaluation. The construction improvements will require review by the Port and Planning Department to determine their consistency with the Secretary Standards. The proposed improvements and use of the buildings are subject to review under the CEQA.

Endorsement of the proposed Conceptual Term Sheet does not commit the Port Commission to approve any project, enter into a Lease with Jamestown or take any other action. The Port will not take any discretionary actions in connection with this project until it has been reviewed and considered the environmental documentation prepared in compliance with CEQA.

Next Steps

If the Port Commission endorses the Conceptual Term Sheet, Port staff will submit the Conceptual Term Sheet to the Board of Supervisors for endorsement. The Board of Supervisors' action will include public hearings and opportunities for public comment.

If the Port Commission and the Board of Supervisors endorse the Term Sheet, Jamestown and Port staff will move forward with project review and negotiation of the lease for the project. The lease will be subject to Port Commission and Board of Supervisor approval. Throughout this process, there will be further opportunities for public comment and review of the proposed project.

RECOMMENDATION

Port staff recommends that the Port Commission approve the attached resolution endorsing the Conceptual Term Sheet shown in Attachment B.

Prepared by: Mark Lozovoy, Acting Deputy Director, Real Estate
Diane Oshima, Assistant Director, Planning

For: Elaine Forbes, Executive Director

Attachments

- A. Pier 29 Area Map
- B. Term Sheet
- C. Comment Letters

**PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

RESOLUTION NO. 17-04

- WHEREAS, Charter Section B3.581 empowers the Port Commission with the power and duty to use, conduct, operate, maintain, manage, regulate and control Port area of the City and County of San Francisco; and
- WHEREAS, on December 8, 2015, the Port Commission, by Resolution 15-41, authorized Port staff to issue a request for proposals for the Retail Leasing Opportunity at the Pier 29 Bulkhead Building located at Chestnut Street and the Embarcadero; and
- WHEREAS, on December 23, 2015, the Port issued the Request for Proposals for the Retail Leasing Opportunity at the Pier 29 Bulkhead Building (the "RFP"); and
- WHEREAS, on April 26, 2016, by Resolution 16-17, the Port Commission awarded Jamestown an exclusive right to negotiate with the Port for a 15-year lease of approximately 20,000 square feet located at the Pier 29 Bulkhead Building (the "Lease"); and
- WHEREAS, the Port and Jamestown entered into an Exclusive Negotiation Agreement ("ENA") that sets forth the process, terms and conditions upon which the Port and Jamestown will negotiate terms for a lease; and
- WHEREAS, Jamestown and Port staff have negotiated the Conceptual Term Sheet attached as Attachment B to the staff report accompanying this resolution (the "Term Sheet"), which sets forth the essential terms upon which the Port and Jamestown will negotiate in good faith to reach agreement on the final Lease; and
- WHEREAS, the Term Sheet is not itself a binding agreement that commits the Port or Jamestown to proceed with the approval or implementation of the project and the project will first undergo environmental review under the California Environmental Quality Act ("CEQA") and will be subject to public review in accordance with the processes of the Port Commission, other City departments and offices, and other government agencies with approval over the proposed Lease before any entitlements and other regulatory approvals required for the Lease will be considered; now, therefore be it
- RESOLVED, that the Port Commission finds that the use proposed in the Term Sheet for a retail use in the Pier 29 Bulkhead Building is consistent with the Waterfront Land Use Plan (the "WLUP"), and hereby endorses the Term Sheet and further, authorizes and directs the Executive Director

of the Port, or her designee, to present the Term Sheet to the Board of Supervisors for its endorsement of the Term Sheet; and, be it further

RESOLVED, that provided the Board of Supervisors endorses the Term Sheet for the Lease, the Port Commission authorizes and directs the Executive Director of the Port, or her designee, to work with Jamestown to undertake project review and negotiate the terms and conditions of the Lease, with the understanding that the final terms and conditions of the Lease negotiated between Port staff and Jamestown during the exclusive negotiation period will be subject to the approval of the Port Commission and as applicable, the Board of Supervisors and the Mayor; and, be it further

RESOLVED, that endorsement of the Term Sheet and direction to Port staff does not commit the Port Commission or the City to approval of the final Lease or implementation of the Lease or grant any entitlements to Jamestown, nor does the Term Sheet foreclose the possibility of considering alternatives to the proposal, mitigation measures or deciding not to grant entitlement or approve or implement the Lease, after conducting appropriate environmental review under CEQA, and while the Term Sheet identifies certain essential terms of a proposed transaction with the Port, it does not necessarily set forth all of the material terms and conditions of any final Lease; and, be it further

RESOLVED, that the Port Commission will not take any discretionary actions committing the Port to implement the project, and the provisions of the Term Sheet are not intended and will not become contractually binding on the Port unless and until the Port Commission has reviewed and considered environmental documentation prepared in compliance with the CEQA for the Project and the Port Commission, and as applicable, the Board of Supervisors and the Mayor, have approved the final Lease.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of January 10, 2017.

Secretary

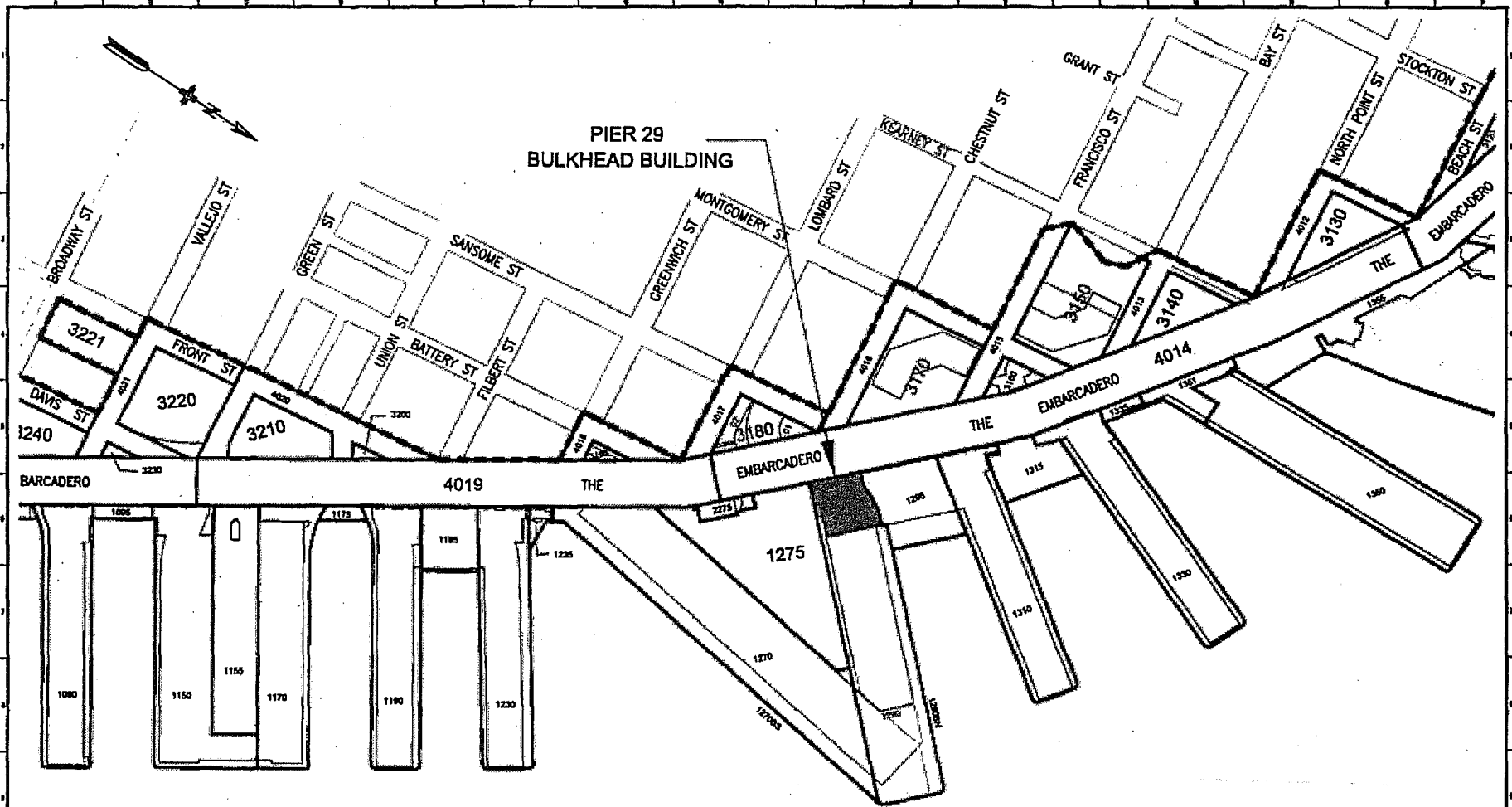



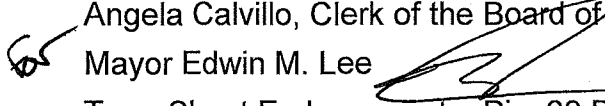
EXHIBIT A

REFERENCE INFORMATION & FILE NO. OF SUBJECTS		 <p> SAN FRANCISCO PORT COMMISSION PORT OF SAN FRANCISCO DEPARTMENT OF ENGINEERING </p>	DESIGNED BY DM, LA	DATE 1/1/84	APPROVED BY SAN FRANCISCO PORT COMMISSION	SCALE 1" = 300 FEET	FACILITY COST ACCOUNTING SYSTEM MAPS	COMMISSION NO. 9/A
DATE OF REVISION BY			CHECKED BY EC	DATE 1/1/84	DATE 1/1/84	SHEET NO. XX		FACILITY & LOCATION CODES
CHECK WITH RECORDS TO SEE IF YOU HAVE LATEST REVISION					ONLY IMPROVEMENTS		INDEX	PRICE OF SHEET \$3

OFFICE OF THE MAYOR
SAN FRANCISCO




EDWIN M. LEE

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM:  Mayor Edwin M. Lee
RE: Term Sheet Endorsement – Pier 29 Bulkhead – Lease With JPPF OP Acquisitions, LLC (“Jamestown”)
DATE: January 31, 2017

Attached for introduction to the Board of Supervisors is a resolution endorsing the Conceptual Term Sheet between the Port and JPPF OP Acquisitions, LLC (“Jamestown”) for a 15-year lease of approximately 20,000 square feet of space at the Pier 29 Bulkhead Building, located at Chestnut Street and the Embarcadero.

Should you have any questions, please contact Mawuli Tugbenyoh (415) 554-5168.

2017 JAN 31 PM 2:00


Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Tuesday, February 21, 2017 1:18 PM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: FW: Support Pier 29 Project (BOS File #170128)

From: Kevin Richardson [mailto:kevin@printcpi.com]
Sent: Tuesday, February 21, 2017 12:15 PM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: Support Pier 29 Project (BOS File #170128)

To Whom It May Concern:

My company, Cornerstone Printing, is a tenant at 50 Francisco St., a Jamestown property. I'm writing this email in support of their plans for "The Bulkhead" at Pier 29 (BOS File #170128). Our area is in desperate need of morning cafes, lunch eateries, shops, alternative locations for business meetings, and options for after work social gathers, etc. Their plans for Pier 29 address these needs while making it a point to support local businesses. I'm a big proponent of SFMade and their efforts to focus on local merchants giving them a platform from which to grow. Between our campuses at the Waterfront Plaza, the cruise ship terminals, along with the proximity of Levi's plaza, businesses at Pier 29, with the right support from city officials, would thrive! This could be the connector that links Pier39 and the Ferry building, giving the Embarcadero a full gamut of offerings for locals and visitors alike. I urge you to strongly consider this plan as a need for local business, residents and tourists.

Thanks for your support,
Kevin

Kevin Richardson
Vice President, Partner
Cornerstone Printing, Inc.
50 Francisco Street, Suite 245
San Francisco, CA 94133
P: 415.983.2182
C: 415.971.9259

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Thursday, February 16, 2017 11:30 AM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: FW: Letter of Support for Pier 29 Lease - BOS 170128
Attachments: 2017-02-16 Ltr. in Support of BOS 170128.pdf

From: Tim Hamilton [mailto:tim@whkb-law.com]
Sent: Thursday, February 16, 2017 11:25 AM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: Letter of Support for Pier 29 Lease - BOS 170128

Timothy M. Hamilton | Attorney
WALKER, HAMILTON, KOENIG & BURBIDGE LLP

50 Francisco Street, Suite 460 | San Francisco, CA 94133
Tel. (415) 986-3339 | Fax: (415) 986-1618

Email: tim@whk-law.com / Website: www.whk-law.com

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WALKER, HAMILTON, KOENIG & BURBIDGE

February 16, 2017

San Francisco Board of
Supervisors
Attention: Chair Cohen

RE: Please Support Pier 29 Project and Conceptual Term Sheet

Dear Chair Cohen:

I and my law firm are tenants of the 50 Francisco Street office building. I am writing to urge you to support the proposed retail project at Pier 29 and the conceptual term Sheet for the lease of the Pier 29 Bulkhead, **Board of Supervisors file number 170128**. Pier 29 is a great location for a new local retail and food and beverage use, and I am excited to patronize it once it is built.

Thank you
Timothy M. Hamilton

A handwritten signature in black ink, appearing to read 'T. Hamilton', written over a horizontal line.

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Thursday, February 16, 2017 11:23 AM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: File 170128 FW: Pier 29 - A good idea.

From: Stephen Nasser [mailto:snasser@coitcapitalmanagement.com]
Sent: Thursday, February 16, 2017 10:52 AM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: Pier 29 - A good idea.

I live on the north side of Telegraph Hill and walk the Embarcadero 2-3 times per week for pleasure and enjoyment. The absence of any activity on Pier 29 stands out as does the need for more social venues on the stretch between Piers 23 and 39. I've seen the ideas for the partial renovation of 29 and think that it would be a good start. The area needs more casual places to eat and relax. (music would be great too!) Too many of our piers have been vacant and/or underutilized for far too long. This is a very good idea.

The bigger issue is the overly restrictive uses that are permitted along the waterfront and the piers. They are not all going to become open space and parks and frankly, there's no funding for those uses anyhow unless there is a corresponding commercial development. The prohibition against hotels is extremely shortsighted.

Pier 29 is a start - but only that. Much more is needed.

thanks,
Steve Nasser

Sent from Outlook

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Thursday, February 16, 2017 11:08 AM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: 170128 FW: Support Pier 29 Project

From: Prescott Nasser [mailto:prescott.nasser@hotmail.com]
Sent: Wednesday, February 15, 2017 9:37 PM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: Support Pier 29 Project

RE: Please Support Pier 29 Project and Conceptual Term Sheet

Dear Chair Cohen,

I am a Telegraph Hill resident writing to urge you to support the proposed retail project at Pier 29 and the conceptual term Sheet for the lease of the Pier 29 Bulkhead, Board of Supervisors file number 170128. Pier 29 is a great location for a new local retail and food and beverage use, and I am excited to patronize it once it is built. I think that activating this bulkhead portion of the Pier with this use is an excellent project and would continue the process of enlivening the waterfront that the exploration started a few years ago.

Best,
Prescott Nasser

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Thursday, February 16, 2017 11:07 AM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: File 170128FW: In Support of Jamestown's Pier 29 Proposal

From: Fay Darmawi [mailto:fdarmawi@yahoo.com]
Sent: Wednesday, February 15, 2017 6:01 PM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: In Support of Jamestown's Pier 29 Proposal

Hello Board of Supervisors,

I am a resident of North Beach, and a mother of teen twin boys born and raised here. I am writing in support of the Pier 29 project because it's in harmony with the character and uses of the surrounding buildings. The proposed PDR, market, and food hall is 100% in keeping with the uses adjacent to Pier 29 on all sides.

I hear that others want to put recreational uses there and I disagree. As a mother of teens, I don't think it's safe to have my kids play sports in an area that is geared toward tourists and outsiders (i.e. the cruise ship terminal, ferry to Alcatraz, various restaurants are all adjacent uses). I'd rather have my kids play in the residential neighborhoods.

Thank you for your public service and please vote to support Jamestown Pier 29 interim lease and proposed use.

Sincerely,

Fay Darmawi
Resident
641 Chestnut Street
SF, CA 94133

Wong, Linda (BOS)

From: jongolinger@gmail.com on behalf of No Mall on The Waterfront
<NoMallOnTheWaterfront@gmail.com>
Sent: Wednesday, February 08, 2017 3:46 PM
To: Wong, Linda (BOS)
Subject: Please include attached letter in File No. 170128: Questions about who will pay to repair seismic damage to the seawall in front of the proposed Jamestown Pier 29 "mini-mall" in the event of an earthquake
Attachments: Pier29Letter_SeawallSeismicRepairCosts_2.8.17.pdf

Dear Ms. Wong,

Please include the attached letter regarding who will pay to repair seismic damage to the seawall in front of the proposed Jamestown Pier 29 "mini-mall" in the event of an earthquake in the Budget and Finance file for File No. 170128: "Resolution Endorsing Conceptual Term Sheet Endorsement - Proposed Lease of Pier 29 Bulkhead."

Thank you very much.

Jon Golinger
San Franciscans for Waterfront Recreation

(415) 531-8585

NoMallOnTheWaterfront@gmail.com

www.NoMallOnTheWaterfront.com

SAVE OUR WATERFRONT

**Recreation YES
Mini-Mall NO**

www.NoMallOnTheWaterfront.com

February 8, 2017

Chair Malia Cohen and Members
Budget and Finance Committee
San Francisco Board of Supervisors
City Hall
San Francisco, CA 94102

Re: File No. 170128 – Questions about who will pay to repair seismic damage to the seawall in front of the proposed Jamestown Pier 29 “mini-mall” in the event of an earthquake

Dear Chair Cohen and Members:

As an addendum to my letter of February 7, I wish to bring to your attention the financial risks associated with the proposed lease of the Pier 29 bulkhead building to Jamestown Properties for a proposed “mini-mall” located on a site identified as highly vulnerable to seismic damage to the seawall in the likely event of a major earthquake.

According to the “Northern Waterfront Seawall History and Earthquake Performance” study presented by the Port to the Waterfront Plan Working Group on April 16, 2016, the section of the seawall located in front Pier 29 is identified as the portion of the waterfront north of the Bay Bridge most likely to sustain the most serious damage in the likelihood of a major earthquake in the next thirty years. The Port’s study stated that the seawall in front of Jamestown’s proposed Pier 29 project would likely have “Lateral Spread Displacement” between 20 and 60 inches – shifting up to five feet – in the event of a major earthquake (see page 52 of the Port’s presentation: <http://sfport.com/sites/default/files/Planning/Docs/SF%20Seawall%20EQ%20Study%20Results%20PC%202016-04-13%20WLUP%20V4%28clean%29.pdf>).

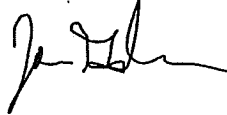
According to the Port’s study, the resulting damage would potentially include: liquefiable fill and soft mud causing the seawall to shift into the Bay, damage to historic bulkhead wharves & buildings over the seawall, compromised access to piers, cracking & settlement of the Embarcadero Promenade, and utility breaks disrupting service.

Last month, the Mayor and Port announced that they intend to ask San Francisco voters to approve a \$350 million bond on the November 2018 ballot to help fund badly needed seismic repairs to the seawall. This raises the question of whether private waterfront developers such as Jamestown Properties will share some of the financial costs of repairs that benefit their projects or whether San Francisco property owners and taxpayers will bear all of those costs? As part of the Budget and Finance Committee’s

fiscal analysis of the financial terms proposed for the Jamestown Pier 29 project, I urge you to analyze the question of who will pay for the damage to this waterfront development in the likely event of a major earthquake, which the report estimated as 72% likely within the next 30 years. *Will this national real estate developer share the costs of repairs or will San Francisco taxpayers and the public bear all of the financial burdens?*

As you consider the financial feasibility and fiscal soundness of the proposed term sheet for the Jamestown Pier 29 development project, I hope you will ensure that public funds are protected and that Jamestown is obligated to pay its fair share.

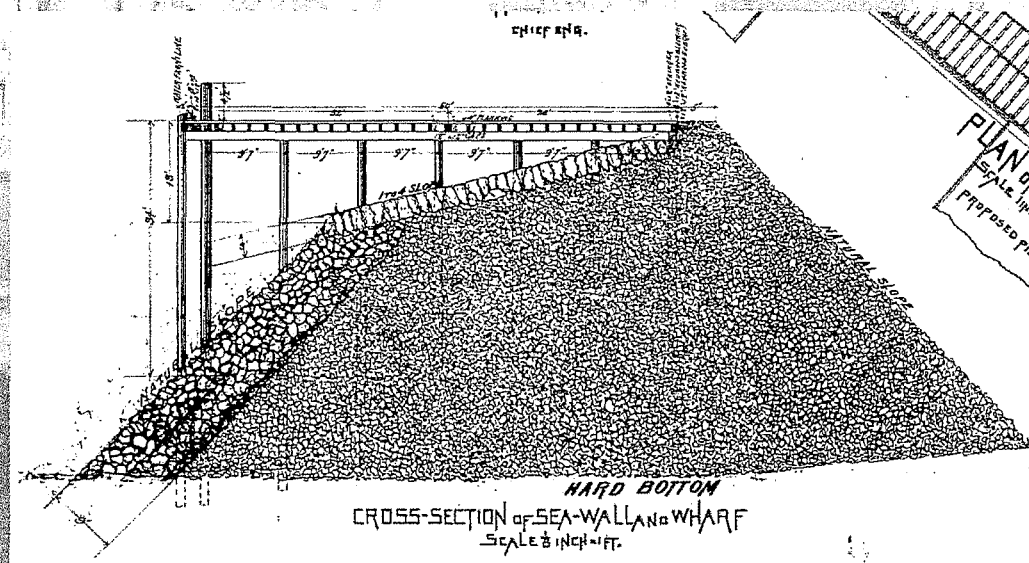
Sincerely,

A handwritten signature in black ink, appearing to read 'Jon Golinger', with a long horizontal flourish extending to the right.

Jon Golinger
San Franciscans For Waterfront Recreation

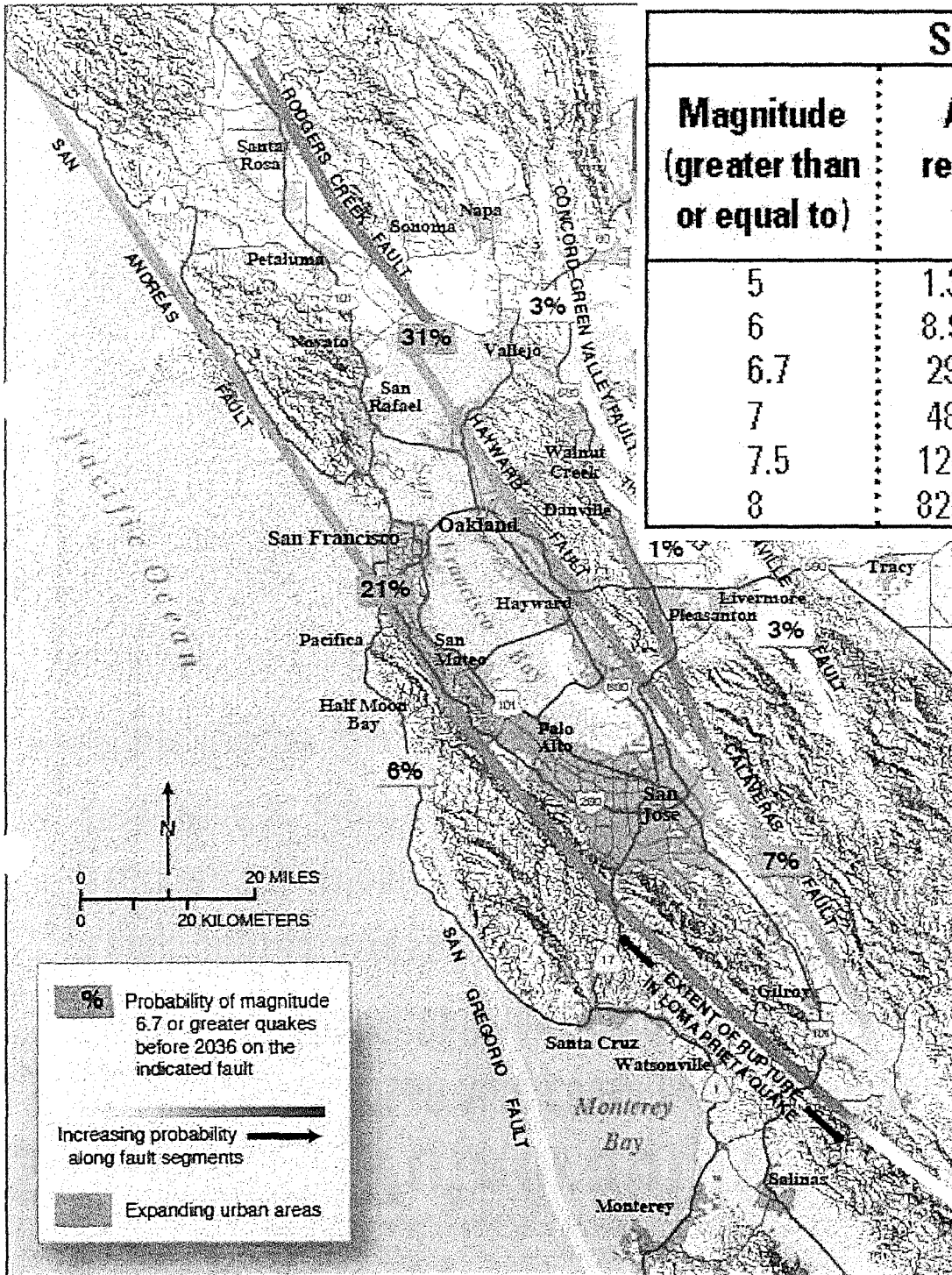
www.NoMallOnTheWaterfront.com

The Northern Waterfront Seawall History and Earthquake Performance



Waterfront Plan Working Group Meeting
April 13, 2016

Steven Reel, PE - Project Manager, Engineering Division, Port

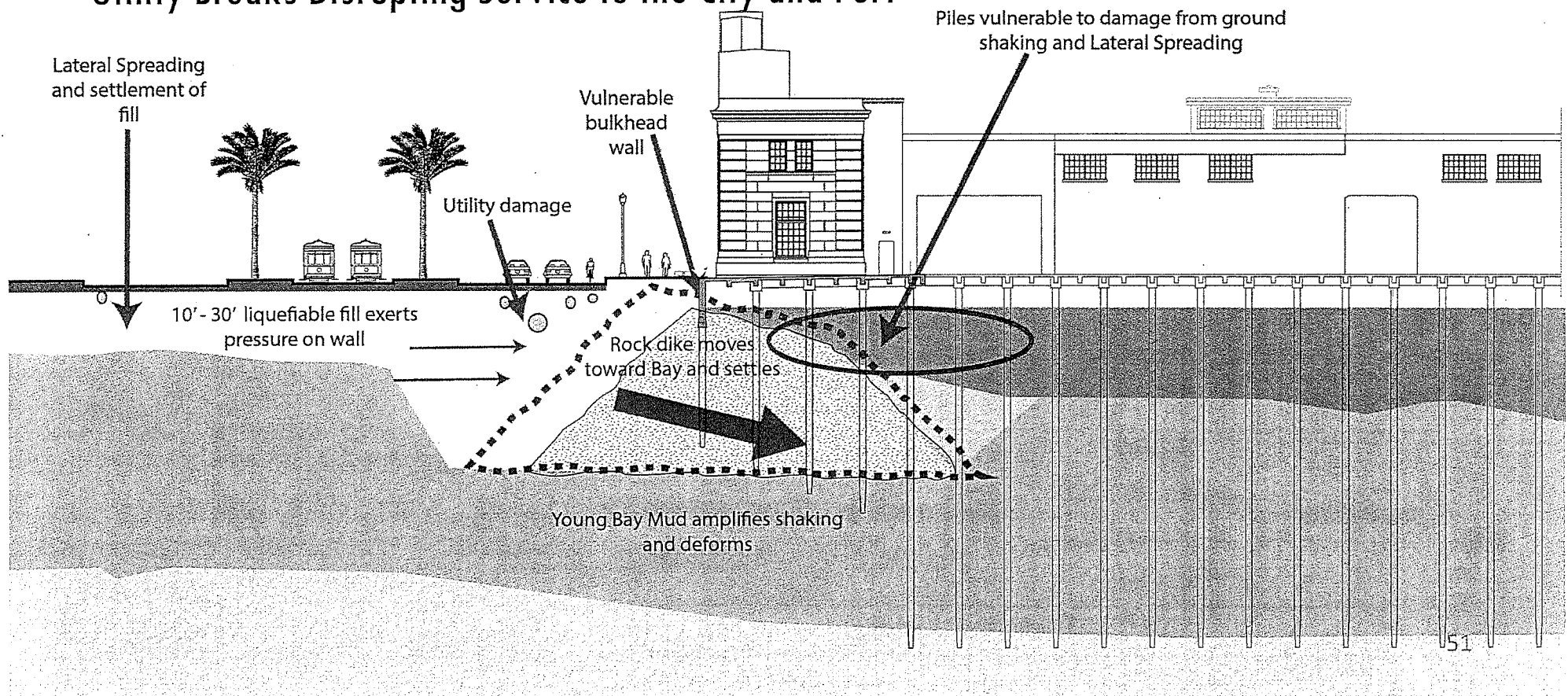


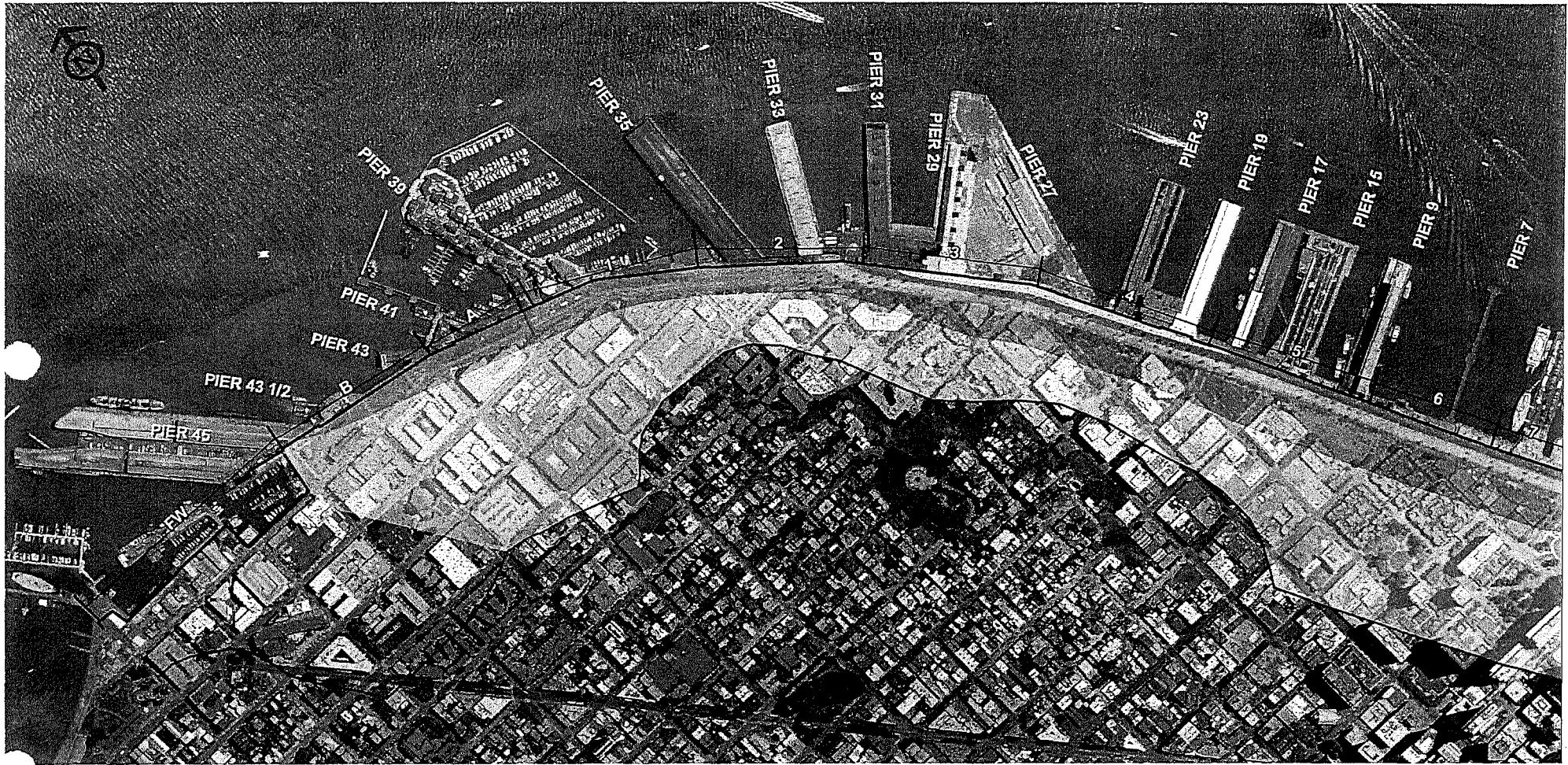
San Francisco region					
Magnitude (greater than or equal to)	Average repeat time (years)	30-year likelihood of one or more events	Readiness		
5	1.3	(0.7)	100%	(1.0)	1.0
6	8.9	(1.0)	98%	(1.0)	1.0
6.7	29	(1.1)	72%	(1.1)	1.1
7	48	(0.9)	51%	(1.3)	1.1
7.5	124	(0.7)	20%	(1.6)	0.9
8	825	(0.7)	4%	(1.9)	1.0

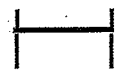
**USGS WORKING GROUP
ON CALIFORNIA
EARTHQUAKE
PROBABILITIES
2014 UPDATE
72% PROBABILITY OF
MAJOR EARTHQUAKE
BY 2044**

Seawall – Vulnerabilities

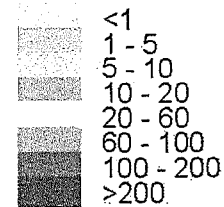
- Liquefiable Fill & Soft Mud Cause Rock Seawall to move toward Bay and Settle
- Damage to Historic Bulkhead Wharves & Buildings supported on Piles over Seawall
- Compromised Access to Piers, Ferry's and Ships
- Cracking & Settlement of Embarcadero Roadway and Promenade
- Distortion of Light Rail Tracks
- Utility Breaks Disrupting Service to the City and Port






 Seawall Sections

Lateral Spread Displacement - M8.0 San Andreas (median)
Contour Interval (inches)



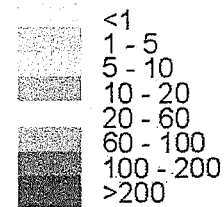
Lateral Spreading Results:

M8.0 San Andreas (median) (approx. 20%/50yrs) 52



Seawall Sections

Lateral Spread Displacement - M8.0 San Andreas (median)
Contour Interval (inches)



Lateral Spreading Results:

M8.0 San Andreas (median) (approx. 20%/50yrs) 53

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Wednesday, February 08, 2017 9:26 AM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: File 170128 FW: letter in opposition of Pier 29
Attachments: San Francisco Vision letter in opposition of Pier 29 development.pdf

From: San Francisco Vision [mailto:sfvision1@gmail.com]
Sent: Tuesday, February 07, 2017 6:37 PM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: letter in opposition of Pier 29

San Francisco Board of Supervisors,

Attached is a letter addressing our concerns regarding Pier 29.

San Francisco Vision



San Francisco Vision

San Francisco Board of Supervisors
San Francisco City Hall
1 Dr. Carlton B Goodlett Pl #244
San Francisco, CA 94102

Dear Board of Supervisors:

Re: Opposition to Jamestown development on Pier 29

San Francisco Vision is a broad coalition of San Franciscans who have come together to stand up for our cherished and endangered San Francisco values – diversity, creativity and social justice. We support the San Francisco Latino Democratic Club, Coalition for San Francisco Neighborhoods, Sierra Club, Harvey Milk LGBT Democratic Club and others in opposition of the proposed development on Pier 29 put forth by Jamestown Properties.

We find the proposal to be inconsistent with the General Land Use policies for Open Spaces and Public Access, the Waterfront Design and Access Element which works in concert with the Waterfront Land Use Plan and the San Francisco Bay Plan. These policies emphasize recreation that is accessible and equitable to the San Francisco Bay's diverse population. The Jamestown Properties proposal lacks inclusiveness and we ask the Board to consider these flaws when making a final decision.

Policy 1 of the General Policies for Existing and New Open Spaces and Public Access states:

Ensure a diversity of Open Spaces and Public Access, which may be achieved in different ways depending on location: places that provide access to the water; quiet, contemplative places for passive enjoyment; active places for civic gatherings and other urban events that draw large crowds; places for biking and foot race events; places that restore the environment and support wildlife habitats; places to learn about waterfront activities and the Bay environment; and places that appeal to children and seniors.

The Waterfront Design and Access Element also encourages development with a range of outdoor activities appealing to more than a small minority:

Develop a variety of public access and open spaces that offer many recreational opportunities and enhance other uses along the waterfront.

Recreation Policy 1 of the San Francisco Bay Plan continues to reiterate having a broad array of options along the shoreline that do not cater to a select few:

Diverse and accessible water-oriented recreational facilities, such as marinas, launch ramps, beaches, and fishing piers, should be provided to meet the needs of a growing and diversifying population, and should

be well distributed around the Bay and improved to accommodate a broad range of water-oriented recreational activities for people of all races, cultures, ages and income levels.

The Jamestown Properties proposal disregards these policies in an attempt to appease our affluent neighbors and tourists that can afford to enjoy their "mini-mall" aimed at housing more high-end artisanal venues. Inequality is a growing problem in our city and Jamestown Properties has decided to not only profit from this issue but to exacerbate it as well. As concerned constituents, we cannot allow this to happen. Please join us in denying this proposal.

Sincerely,

San Francisco Vision Board

Wong, Linda (BOS)

From: jongolinger@gmail.com on behalf of No Mall on The Waterfront
<NoMallOnTheWaterfront@gmail.com>
Sent: Tuesday, February 07, 2017 3:43 PM
To: Wong, Linda (BOS)
Subject: Please include attached letters in file and agenda packets for File No. 170128
Attachments: Pier29Letter_BudgetandFinanceCommittee_2.7.17-signed.pdf;
SFLatinoDemocraticClub_Pier29Letter.pdf;
HarveyMilkLGBTDemocraticClub_Pier29Letter.pdf; SierraClub_Pier29letter.pdf;
CSFN_OppositiontoJamestownMiniMall.pdf; SFTomorrow_Opposition_Pier29MiniMall.pdf;
SPEAKResolution_OpposingPier29MiniMall.pdf; THD_Pier 29 Jamestown Letter.pdf; San
Francisco Vision letter in opposition of Pier 29 development.pdf; Oppose_Jamestown
lease_Pier29_JanBlum.pdf; SFBusinessTimesArticle_Pier29WaterfrontBattle_2.7.17.pdf;
SFExaminer_NoMallOnTheWaterfrontcampaigntakesonPier29proposal.pdf

Dear Ms. Wong,

As we just discussed on the phone, I am attaching the following 12 letters and related documents to this email that I ask you to please include in the File and Committee Packets for File No. 170128: "Resolution Endorsing Conceptual Term Sheet Endorsement - Proposed Lease of Pier 29 Bulkhead."

- letter from San Franciscans for Waterfront Recreation
- letter from San Francisco Latino Democratic Club
- resolution from Harvey Milk LGBT Democratic Club
- resolution from Sierra Club
- letter from Coalition for San Francisco Neighborhoods
- letter from San Francisco Tomorrow
- letter from Sunset Parkside Education and Action Coalition (SPEAK)
- letter from Telegraph Hill Dwellers
- letter from SF Vision
- letter from Ms. Jan Blum
- San Francisco Business Times article: "Another waterfront development battle erupts at Pier 29"
- San Francisco Examiner Article: "No Mall on the Waterfront campaign takes on Pier 29 proposal"

Please confirm receipt of this email and that all of the attached documents have come through to you.

Thank you very much.

Jon Golinger
San Franciscans for Waterfront Recreation

(415) 531-8585
NoMallOnTheWaterfront@gmail.com
www.NoMallOnTheWaterfront.com

SAVE OUR WATERFRONT

Recreation YES
Mini-Mall NO

www.NoMallOnTheWaterfront.com

February 7, 2017

Chair Malia Cohen and Members
Budget and Finance Committee
San Francisco Board of Supervisors
City Hall
San Francisco, CA 94102

Re: *File No. 170128 – Proposed Term Sheet including \$1.1 million in public monies to subsidize 15 year lease of Pier 29 to Jamestown Properties for “mini-mall”: OPPOSE*

Dear Chair Cohen and Members:

I write to urge you not to approve the Term Sheet for the proposed 15-year lease of a prime portion of San Francisco's waterfront to national real estate developer Jamestown Properties to build a \$5 million mini-mall and luxury wine bar inside Pier 29 subsidized by over \$1 million in public monies. A growing citywide coalition of community organizations including the SF Latino Democratic Club, Coalition for San Francisco Neighborhoods, San Francisco Tomorrow, the Sierra Club, the Harvey Milk LGBT Democratic Club, SF Vision, the Sunset Parkside Education and Action Committee (SPEAK), and the Telegraph Hill Dwellers are all urging you not to approve the Jamestown mini-mall plan as proposed for the following reasons:

1) **Kills Waterfront Recreation.** The proposed Jamestown Pier 29 development project would effectively eliminate the only place on the waterfront designated in the Waterfront Land Use Plan for active recreation that both visitors and San Francisco residents and families could use and in its place puts a mini-mall center of retail shops and a luxury wine bar and brewery aimed primarily at tourists.

The Waterfront Land Use Plan was created after San Francisco voters passed Proposition H in 1990 to ensure that future development of our waterfront was a diverse mix of uses and served a variety of needs of both visitors and residents instead of just being driven by developer profits. That is why the Waterfront Land Use Plan on page 112 specifically designates the area including Pier 29 for a “mixed-use recreation project [that] could provide a venue for all San Franciscans and Bay Area residents to actively participate, individually or as groups, in diverse amateur recreational sports, physical fitness and related activities while enjoying the scenic waterfront setting.”

Instead, the proposed term sheet would grant Jamestown a 15-year lease to put a mini-mall instead of recreation in the most important portion of Pier 29: the bulkhead building which is the “front door” that opens up to the Embarcadero. The notion that a recreation project could still happen on Pier 29 without the bulkhead building is like claiming you could sell a car after removing its engine, steering wheel, and front seat. The reality is that approving the Jamestown mini-mall would kill the only active waterfront recreation project called for in San Francisco’s Waterfront Land Use Plan.

2) **Sweetheart Deal For Big Real Estate Developer.** The proposed financial terms for the Pier 29 mini-mall are a sweetheart deal for a developer that would subsidize Jamestown Properties, a goliath \$11 billion national real estate firm, with over \$1 million in public monies and enable Jamestown to occupy Pier 29 without paying any base rent to the Port for 47 months, more than 25% of the term of the proposed lease.

“Rent Credits” and the waiver of rent for any period are defined in Chapter 29 of the San Francisco Administrative Code as “public monies” for the purpose of evaluating the fiscal responsibility and feasibility of proposed development projects. The proposed financial terms in the conceptual term sheet provide that Jamestown Properties would be eligible for rent credits against Base Rent of \$1,182,000 for some of its anticipated project development costs. Since the term sheet proposes that Base Rent to the Port be \$25,000 per month, Jamestown would be able to occupy Pier 29 base rent-free for 47 months, nearly 4 years of the proposed 15-year lease term. That’s a sweetheart deal for a giant real estate developer that does not need public subsidies.

3) **Violates Waterfront Land Use Plan.** The proposed term sheet before you indicates that the Jamestown Pier 29 project must comply with the requirements of the Waterfront Land Use Plan mandated by San Francisco voters. However, the project as proposed directly violates the Waterfront Land Use Plan in several ways:

- The proposed 15-year “interim lease” term for the Jamestown development project violates the “General Land Use Policies for New Interim Uses” in the Waterfront Land Use Plan because it is three times as long as the 5 year period generally allowed for interim leases on the northern waterfront and longer than the maximum allowed period of 10 years for interim leases on the northern waterfront.

Page 74 of the Waterfront Land Use Plan describes Interim Lease policies on the northern waterfront as: “in general, allowing interim uses for terms up to five years within or on existing structures . . . where longer amortization periods are needed, allowing renewal of leases for one additional five year period.” Granting a 15-year “interim lease” to Jamestown directly violates this portion of the Waterfront Land Use Plan.

- The Jamestown project described in the proposed term sheet violates the Waterfront Land Use Plan because it proposes two land uses that are specifically not designated as acceptable land uses on Pier 29 in the “The Northeast Waterfront Acceptable Land Use Table.”

First, the term sheet states that the project would have approximately “3,100 square feet of storage space.” While the Northeast Waterfront Acceptable Land Use Table does include the land use category of “Warehousing/Storage” and designates that use as acceptable on some piers, Pier 29 is not one of them. Similarly, the term sheet states that the

project would have approximately "4,100 square feet of beverage production space." While the Northeast Waterfront Acceptable Land Use Table does include the land use category of "General Industry" and designates that use as acceptable on some piers, Pier 29 is not one of them. Therefore, approving a development for Pier 29 with land uses specifically not deemed acceptable by the Waterfront Land Use Plan would violate it.

- The Jamestown project includes zero recreation uses in violation of the designation of Pier 29 as the location for "a unique and inviting mixed-use recreation project" on page 112 of the Waterfront Land Use Plan.

While the Northeast Waterfront Acceptable Land Use Table outlines the broadest range of acceptable uses on the site, the Waterfront Plan included narrative sections entitled "Development Standards" to actually describe the desired development projects for each waterfront location. This part of the Waterfront Land Use Plan was purposeful, not merely advisory. As proposed, the Jamestown Pier 29 project violates this portion of the Waterfront Land Use Plan by including only retail uses and no recreation.

For the reasons stated above, I urge you not to approve the Jamestown Pier 29 term sheet and resolution as proposed and instead to pursue the mixed-use recreation project called for in the Waterfront Land Use Plan. If the proposed project proceeds and receives approvals from the Board of Supervisors despite violating the Waterfront Land Use Plan as described in this letter, please be on notice that there may be legal action to enforce the Waterfront Land Use Plan and the will of the voters as expressed in Proposition H, now codified as Chapter 61 of the San Francisco Administrative Code.

Pier 29 is an incredibly valuable and critically important site located on one of the most high-profile sections of San Francisco's public waterfront. Pier 29 was at the heart of a previous lengthy development battle in the early 2000s when mall developer Mills Corporation proposed building a shopping mall and office complex on the area including this very pier. The reason that a coalition of environmental, neighborhood, and community groups rose up then to stop the Mills Mall project is the same reason we are coming together now to oppose the Jamestown Pier 29 mini-mall proposal. San Francisco's unique waterfront does not belong to real estate developers, but to all of us.

Sincerely,



Jon Golinger
San Franciscans For Waterfront Recreation

www.NoMallOnTheWaterfront.com

SAN FRANCISCO WATERFRONT LAND USE PLAN

Pier 29 and adjacent area

**Chestnut/Lombard Street Piers
Mixed-Use Opportunity Area**

The Chestnut/Lombard Street Piers Mixed-Use Opportunity Area includes Piers 31 and 27-29. Pier 27 was built relatively recently, in the 1970s, and along with the adjoining large valley area between the Pier 27 and 29 sheds, is in very sound condition. The 175-foot clear-span width within Pier 27 makes it a very valuable resource.

The neighboring mix of residential, office, athletic club and small-scale retail activities suggests a broad range of use opportunities. In addition, the Northeast Wharf plaza to be developed within a portion of the Pier 27 shed and adjoining valley, and the adjacent Northeast Wharf Open Water Basin, provide a tremendous public open space amenity and bay views which will further enhance the character of new development.

Development should provide an integrated mix of maritime, commercial, open space and public access uses, which help to unite the waterfront with the rest of the City. There is opportunity for a unique and inviting waterfront mixed-use recreation project, integrating a varied mix of maritime and commercial uses and open space, including the Northeast Wharf plaza, oriented around active recreational pursuits. This mixed-use recreation could provide a venue for all San Franciscans and Bay Area residents to actively participate, individually or as groups, in diverse amateur recreational sports, physical fitness and related activities while enjoying the scenic waterfront setting. The Northeast Wharf plaza and the other open spaces included in such a development project would create opportunities for engaging in and viewing active recreational activities while enjoying expansive Bay views. New opportunities for recreational boating and other water uses may be created, while continuing maritime berthing alongside the remaining portion of Pier 27.

Development Standards**Chestnut/Lombard Street
Piers Mixed-Use Opportunity Area**

- Consistent with the Waterfront Design & Access Element, design new developments to respect and be authentic to the rich historic maritime industrial character of the Northeast Waterfront.
- Provide a mix of uses that reflect the cultural diversity of the City and the Bay Area, appeal to the local and regional population, and establish a daytime and nighttime presence, thereby providing entertainment and commercial recreation venues distinctly different from the more tourist-oriented activities found at Fisherman's Wharf.
- Include recreational boating, excursion boats, water-taxis, historic and ceremonial ship berthing and other maritime uses to the maximum feasible extent. Provide facilities for a wide variety of active recreational activities; skateboard/rollerblade facilities and swimming and related aquatic sports are encouraged.
- Arrange and design uses on the Site to maximize public appreciation and enjoyment of the waterfront setting by offering new viewing opportunities, and to maximize visual connections and physical contact with the water.

The Northeast Waterfront Acceptable Land Use Table (1,2,3,4)

Key
A = Acceptable Use
E/I = Existing Use/May Continue As Interim Use
X = Accessory Use

	Maritime Uses (5)										Open Spaces/Public Access		Residential Uses	Commercial Uses										Other							
	Orange Shipping	Fishing Industry	Ferry and Excursion Boats	Historic Ships	Maritime Office	Maritime Support Services	Passenger Cruise Ships	Recreational Boating and Water Use	Ship Repair	Temporary and Ceremonial Berthing	Water Taxis	Open Space	Public Access	Residential	Artists/Designers	Assembly and Entertainment	General Office (6)	Hotels	Museums	Parking	Retail (includes restaurants)	Recreational Enterprises	Visitor Services	Warehousing/Storage	Wholesale Trade/Promotion Center	Academic Institutions	Community Facilities	General Industry	Power Plant	Sports Facilities	Transportation Services
Pier 35			A	A	A	A	A			A	A		A			A	A		A	X	A		A	E/I	A						
Pier 33, 33½, 31½		A	A	A	A	A	A					A	A			A	A		A	X	A		A	E/I	A			E/I			
Seawall Lot 314														A			A		A	A											
Pier 31					A	A							A							X				X							
Sewall Lots 315, 316, 317, 318, 319, 322												A	A		A	A				A	A						X				
Pier 27-29, 29½	A		A	A ⁷	A	A	A			A	A		A			A	A		A	X	A	A			A		A				
Pier 19-23, 23½	A		A		A	A				A	A		A			A			A	X	A	A		X		A					
Seawall Lot 320												A																			
Piers 15 and 17	A		A	A	A	A				A	A		A						A	A		A	A	E/I	A		A				
Sewall Lots 321, 323, 324, 322-I												A			A	A	A	A	A	A	A	A					X				
Pier 9, 9½			A		A	A				A	A		A							A	E/I		X	A							
Pier 7½													A						A	X	A		A								
Pier 7												A	A																		

* General Office is an acceptable use in both the historic and non-historic buildings on the bulkhead sites of the piers.

Table Notes

- This table focuses primarily on acceptable long-term uses for the sites described. The Plan also allows other interim uses on Port property, which uses are not identified in this table. See Chapter 3 for a description of interim use policies.
- Refer to Chapter 3 and Chapter 4 for General Land Use Policies and specific Development Standards which apply to the acceptable uses and sites identified in the table.
- Definitions of land uses are included in Appendix C, Glossary of Terms.
- Uses are subject to further review for compliance with the Public Trust, BCDC and Planning Commission policies, which will vary depending on factors specific to the use proposal such as the mix of uses, project design, any fill requirements, or whether the use is proposed within a National Register historic resource. (See Chapter 3 and 5 for further discussion of waterfront regulations).

- The table identifies acceptable maritime and maritime support activities best suited for the sites in this area. However, the Port Commission retains the authority to use Port sites for any maritime uses, subject to BCDC San Francisco Waterfront Special Area Plan policies regarding Open Water Basins and Other Open Water Areas, pp. 24 and 26.
- Unless otherwise indicated, "E/I" indicates existing general office uses in structures on the pier deck, which are allowed as interim uses pursuant to the interim use policies in Chapter 3.
- Historic ships are not allowed at Pier 27, consistent with BCDC Special Area Plan policies.

As discussed in the introduction to this Chapter, under the Burton Act Public Trust lands may be leased for interim, short-term uses pending their ultimate development for a Trust use. Similarly, BCDC includes provisions for interim uses on property designated for port-priority use in the BCDC/Metropolitan Transportation Commission *San Francisco Bay Area Seaport Plan* which includes much of the Port's property south of China Basin Channel. In addition, the San Francisco Planning Code sets additional standards. Therefore prospective tenants who would like to rent existing space for a 10 year period, for example, are subject to most of the same regulatory processes as a developer who would like to pursue a new major development project which will have a 50 year life.

General Land Use Policies for New Interim Uses

The following General Land Use Policies apply to sites for Interim Uses in the three different areas of Port property described below. In addition, more detailed development standards are identified for specific sites in Chapter 4.

General Policies for Areas North of China Basin Channel and Within BCDC's 100-Foot Shoreline Band

- 1 Where market trends or limited Port resources prevent rehabilitation and reuse consistent with long term objectives for the site, promote the productive use of piers and pier-head and bulkhead buildings on an interim basis, instead of allowing those facilities to stand vacant, by:
 - a. In general, allowing interim uses for terms of up to five years within or on existing structures, provided no major repairs to the facility or substructure are necessary to permit the uses to occur, and the uses do not significantly contradict the overall objectives of the Waterfront Land Use Plan. Examples of such interim uses include: small business incubator industries, academic institutions, community facilities, parking or warehousing.
 - b. Where longer amortization periods are needed, allowing renewal of leases for one additional five year period.
 - c. Considering longer term uses only in exceptional cases where there is thorough and public review pursuant to the Waterfront Plan Implementation Process outlined in Chapter 5. (When appropriate, leases for longer term interim uses could include an amortization schedule with a buy out provision so that permanent uses can be developed as soon as feasible. The Port, as a public agency, has the power of condemnation and can always recover its property for a public purpose.)
 - d. Recognizing that interim uses cannot be expected to support the same level of public access improvements as permanent uses.



SIERRA CLUB
SAN FRANCISCO BAY

Serving Alameda, Contra Costa, Marin and San Francisco counties

SIERRA CLUB, SAN FRANCISCO GROUP, SF BAY CHAPTER RESOLUTION

OPPOSING PROPOSED MINI-MALL RETAIL PROJECT IN PIER 29

WHEREAS, San Francisco's Waterfront Land Use Plan, which the voters created by passing Proposition H in November 1990, designates Piers 27, 29, and 31 for "a unique and inviting waterfront mixed-use recreation project" that "could provide a venue for all San Franciscans and Bay Area residents to actively participate individually or as groups, in diverse amateur recreation sports, physical fitness and related activities while enjoying the scenic waterfront setting;" and

WHEREAS, the Sierra Club previously joined with the Citizens to Save the Waterfront coalition to successfully defeat the Willie Brown Administration's plan to have the national shopping mall developer Mills Corporation build a giant mall and office complex at Piers 27, 29, and 31; and

WHEREAS, instead of pursuing a new project that complies with the Waterfront Land Use Plan, the Port Commission on April 26th voted to let another mall and office developer, Atlanta-based Jamestown Properties, build a mini-mall retail center inside the historic bulkhead building of Pier 29 on the Embarcadero at Chestnut Street; and

WHEREAS, the Port has put the Jamestown mini-mall proposal on a fast-track timeline, with a plan for final approval of their 15 year lease intended to take place within months; therefore, be it

RESOLVED, that the Sierra Club urges the Port Commission to respect the current community based Waterfront Land Use Plan Review process and instead of undermining the Waterfront Land Use Review process by approving this controversial project which conflicts with the Plan the Port should allow the Waterfront Land Use Plan Review process to proceed.

FURTHER RESOLVED, that the Sierra Club joins with the Coalition for San Francisco Neighborhoods, the Fisherman's Wharf Restaurant Association, and others to oppose the proposed Jamestown Pier 29 mini-mall proposal and urges the Port and the Board of Supervisors to reject this flawed plan and instead pursue a "unique and inviting waterfront mixed-use recreation project" as called for in the Waterfront Land Use Plan.

SPEAK SUNSET PARKSIDE EDUCATION AND ACTION COMMITTEE
1329 7th Avenue, San Francisco, CA 94122-2507 speaksanfrancisco@yahoo.com

December 14, 2016

TO: Elaine Forbes, Executive Director, Port of San Francisco and Supervisor Aaron Peskin

cc: San Francisco Port Commission, San Francisco Board of Supervisors

Sunset-Parkside Education and Action Committee (SPEAK) is a 501(c)3 organization which has been an active voice in the Sunset-Parkside district for over 45 years.

SPEAK is also a member of the Coalition for San Francisco Neighborhoods (CSFN). SPEAK voted in opposition to the proposed Pier 29 project by Jamestown Corp when the resolution came before the CSFN General Assembly. This resolution urges the Port and the Board of Supervisors to reject the Jamestown Pier 29 retail project which violates the voter-mandated Waterfront Land Use Plan which passed overwhelmingly.

SPEAK agrees with the Coalition for San Francisco Neighborhoods, the Sierra Club, the Fisherman's Wharf Restaurant Association, and other organizations that waterfront issues are citywide issues. Therefore, SPEAK urges the Port and the Board of Supervisors to respect the current citywide Waterfront Land Use Plan Review process. This can be achieved by dropping the Jamestown Pier 29 retail project and instead allowing the Waterfront Land Use Plan Review process to proceed.

Eileen Boken
SPEAK Vice President
SPEAK delegate to the CSFN

Ms. Jan Blum
2160 Leavenworth Street #201
San Francisco, CA 94133
1janblum@sbcglobal.net

January 12, 2017

Supervisor Aaron Peskin
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

SUBJECT: OPPOSE PIER 29 LEASE TO JAMESTOWN PROPERTIES

Dear Supervisor Peskin:

Please oppose the Port of San Francisco's effort to lease Pier 29 to Jamestown Properties. Reasons to oppose this misuse of the public trust lands include:

1. A lease to a retail mall developer would violate the Waterfront Land Use Plan

- The proposed lease to Jamestown grossly exceeds the generally allowed term for Waterfront interim leases as well as for the maximum lease period allowed.
- The proposed uses are specifically NOT designated as acceptable as listed in the Northeast Waterfront Acceptable Land Use Table
- Fails to meet any criteria whatsoever for recreational uses which are required for Pier 29. The proposed lease to Jamestown is solely for retail purposes.

2. The giveaway lease unnecessarily and inequitably favors the giant, multi-billion dollar development company.

- The financial terms of the lease would favor them with over \$1 million in public money.
- It also allows them to occupy the space rent free to the Port for 47 months, almost 4 years, when rent credits are factored into the Base Rent requirement and development cost equation.
- Multi-billion dollar corporations should not be given public money. They should not be given giveaway deals on some of the most beautiful and desirable waterfront spaces anywhere while depriving the public of the purpose and intent of the Public Trust requirements.

3. Cheats the public out of the only designated recreational space on the waterfront

- Pier 29 is designated in the Waterfront Land Use Plan for "mixed use recreation (that) could provide a venue for all San Franciscans and Bay Area residents to actively participate, individually or as groups, in diverse amateur recreational sports, physical fitness and related activities while enjoying the scenic waterfront setting"
- A mini mall and wine bar targeted to a preponderant tourist crowd do not fit into recreational criteria, even in a trumpian stretch.

Please help the Port find a way to utilize these glorious spaces the way the law intended them to be used and protect the public trust, once again.

Thank you for your stewardship on behalf of this citizen of San Francisco.

Sincerely yours,
Jan Blum



Members of the San Francisco Board of Supervisors
San Francisco City Hall
1 Dr. Carlton B Goodlett Pl #244
San Francisco, CA 94102

Re: Support for waterfront recreation and opposition to Jamestown "mini-mall" on Pier 29

Dear Supervisors,

The San Francisco Latino Democratic Club (SFLDC) was formed to educate and empower the Latino community regarding social justice and quality of life issues. We join the Coalition for San Francisco Neighborhoods, Sierra Club, Harvey Milk LGBT Democratic Club and other community groups to urge you to reject the mini-mall retail project proposed by Jamestown Properties for Pier 29.

This proposed waterfront mini-mall violates the voter-created Waterfront Land Use Plan, which says Pier 29 should be a place for a desperately needed mixed-use recreation project that could be used by families and local residents as well as tourists and visitors. This is the only place in the entire Waterfront Plan set aside for an active recreation project that could include soccer, basketball, climbing gyms, and aquatic sports – things on the public waterfront of actual use for working families. Instead, the Jamestown project would just be more shops for tourists.

SFLDC is also deeply troubled that this valuable public pier might be given to Jamestown Properties, a company with a history of questionable tactics leading to the displacement of working class communities of color. For example, last year Jamestown Properties reportedly held "salsa parties" as a public relations ploy to cover up its displacement of immigrant Latino and Asian residents in Sunset Park, Brooklyn.

Following the citywide vote to reject 8 Washington and support waterfront height limits, it should be clear that San Franciscans want development on our city's waterfront to benefit all of the people, not just big real estate developers. SFLDC calls upon you to respect that by rejecting the proposed Jamestown mini-mall on Pier 29 and supporting waterfront recreation there instead.

Sincerely,
Lila Carrillo & Lito Sandoval
Co-Presidents,
San Francisco Latino Democratic Club

Coalition for San Francisco



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RESOLUTION

OPPOSING PIER 29 "MINI-MALL" RETAIL PROJECT

WHEREAS, San Francisco's Waterfront Land Use Plan, which the voters created by passing Proposition H in November 1990, designates Piers 27, 29, and 31 for "a unique and inviting waterfront mixed-use recreation project" that "could provide a venue for all San Franciscans and Bay Area residents to actively participate individually or as groups, in diverse amateur recreation sports, physical fitness and related activities while enjoying the scenic waterfront setting;" and

WHEREAS, CSFN previously joined with the Citizens to Save the Waterfront coalition to stop a prior plan that would have allowed national shopping mall developer Mills Corporation to build a large mall and office complex at Piers 27, 29, and 31; and

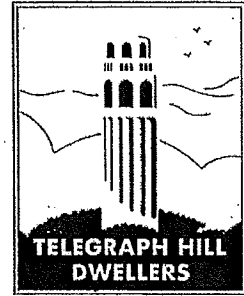
WHEREAS, instead of pursuing a new project that complies with the Waterfront Land Use Plan, the Port Commission on April 26th voted to let another mall and office developer, Atlanta-based Jamestown Properties, build what would be, in effect, a "mini-mall" retail center inside the historic bulkhead building of Pier 29 on the Embarcadero at Chestnut Street; and

WHEREAS, the Port has put the Jamestown retail center proposal on a fast-track timeline, with a plan for final approval of a 15-year lease intended to take place this fall;

NOW, THEREFORE, BE IT RESOLVED, that the Coalition for San Francisco Neighborhoods joins with the Telegraph Hill Dwellers, the Fisherman's Wharf Restaurant Association, and others to oppose the Jamestown Pier 29 mini-mall retail proposal and urges the Port to reject this flawed plan and instead comply with the "unique and inviting waterfront mixed-use recreation project" called for in the Waterfront Land Use Plan.

May 13, 2016

Supervisor Aaron Peskin
San Francisco City Hall
San Francisco, CA
Via Email (Aaron.Peskin@sfgov.org)



Re: **Opposition to Proposed Jamestown Development at Pier 29**

Dear Supervisor Peskin:

As you know, the San Francisco Waterfront Land Use Plan, which was mandated by the voters of San Francisco when they passed Proposition H in November 1990, designates Piers 27, 29, and 31 at the base of Telegraph Hill to be the site of "a unique and inviting waterfront mixed-use recreation project" that "could provide a venue for all San Franciscans and Bay Area residents to actively participate individually or as groups, in diverse amateur recreation sports, physical fitness and related activities while enjoying the scenic waterfront setting." (*San Francisco Waterfront Land Use Plan*, p. 112).

As part of the Citizens to Save the Waterfront Coalition, together with environmental groups and waterfront businesses and you, we fought to stop a prior proposal that would have allowed national mall developer Mills Corporation to build what would have been a "mega-mall" at Pier 29 and the adjacent Piers in the early 2000s instead of pursuing the mixed use recreational project that was proposed for the site and heavily favored by the community. After a vigorous effort, the community won.

Since that time, we have strongly encouraged the construction of a Cruise Ship Terminal at Pier 27 in conjunction with the opening of a beautiful two acre public park in front of Pier 27 and the public access areas around the edges of Pier 27, Pier 29, and at the tip of Pier 31. A mixed-use recreation project at Pier 29 could complement perfectly the cruise terminal and public park uses at Pier 27.

However, the Port Commission now has chosen to go in a different direction. Quietly and without community notice, the Port Commission on April 26, 2016 voted to fast track a development for Pier 29 that violates the Waterfront Land Use Plan by putting what would be, in effect, a "mini-mall" inside Pier 29 instead of community-serving uses such as recreation.

At the May 4th meeting of the Port's Northeast Waterfront Advisory Group (NEWAG), for the first time the community heard that the Port Commission had voted to select a developer to build retail kiosks inside the historic bulkhead building of Pier 29. The real estate developer the Port chose for the project, Atlanta-based Jamestown Properties, has developed and operates malls, shopping centers, and office buildings in nine states and has been rapidly expanding its California portfolio, including purchasing and operating Ghirardelli Square and the "Waterfront Plaza" office parks.

P.O. BOX 330159 SAN FRANCISCO, CA 94133 • 415.843-1011 www.THD.org

May 13, 2016

Page 2

The Jamestown mini-mall proposal for Pier 29 consists of an open-air retail market with movable retail kiosks, a high-end wine bar and brewery, and a café. Jamestown is also proposing to place a large red metal object on top of and in front of the historic Pier 29 bulkhead building in an effort to "draw attention" of passersby to the site, according to its representatives. Jamestown's proposal would also occupy a large swath of the public access areas adjacent to the bulkhead for private uses, in violation of the Port's permit from the Bay Conservation and Development Commission.

This proposal is also of concern because of the special historic status of Pier 29, including its bulkhead building. Pier 29 is designated as a contributor to the Embarcadero Historic District, which is listed on the U.S. National Register of Historic Places. As such, alterations that would materially alter the building's historical configuration, particularly its exterior, such as the proposed outside stairs and decking area and the large red metal object proposed to be sited in the front of the building, should not be allowed.

For many years, THD and other neighborhood and community groups have worked to ensure that historic Pier 29 and adjacent piers are opened up to the public in a way consistent with the Waterfront Land Use Plan and worthy of this historic and prominent waterfront site.

The Port has put the Jamestown mini-mall proposal on a fast-track timeline, with final approval of their 15-year lease intended to take place this fall. As a result, it is urgent that this misdirected proposal be rejected and, instead, the Port should pursue alternatives that are the kind of "unique and inviting" project called for in the Waterfront Land Use Plan as mandated by the people of San Francisco.

We only have one waterfront – let's get it right.

Sincerely,



Stan Hayes
President
Telegraph Hill Dwellers

cc: Port Interim Director Elaine Forbes
Members, San Francisco Port Commission
Members, Port of San Francisco Northeast Waterfront Advisory Group

P.O. BOX 330159 SAN FRANCISCO, CA 94133 • 415.273.1004 www.thd.org

FOR THE EXCLUSIVE USE OF VPURI@PILLSBURYCOLEMAN.COM

From the San Francisco Business Times:

<http://www.bizjournals.com/sanfrancisco/news/2017/02/07/sf-waterfront-fight-pier-29-jamestown.html>

Another San Francisco waterfront development battle erupts at Pier 29

◆ SUBSCRIBER CONTENT:

Feb 7, 2017, 2:30pm PST

A proposed retail and beverage center at San Francisco's Pier 29 has stirred community opposition, echoing previous waterfront development brawls.

The plan from developer Jamestown Properties to open a 22,600-square-foot retail and beverage space in the 123,000-square-foot vacant pier is getting backlash from groups like the Telegraph Hill Dwellers, who have previously killed a number of projects proposed on the waterfront. Members of the group are calling for recreational use at the pier instead, which it says is more consistent with the Port of San Francisco's Waterfront Plan.



ROLAND LI

"It's again a developer with a profit priority driving commercial, rather than a more publicly beneficial, use. And the Port going along with it because they're saying they're desperate for money and this is in front of them," Jon Golinger, a member of the Telegraph Hill Dwellers and the Port's Northeast Waterfront Advisory Group, told the Business Times.

Other opponents include the Sierra Club, San Francisco Latino Democratic Club and the Harvey Milk LGBT Democratic Club, who have dubbed the project a "mini-mall."

But Jamestown and the Port, which owns the site, disputes that characterization.

"We're not going to have any national-scale retail tenants in there, which is what the word 'mall,' I think, means to everyone. It's not a fair characterization of what we're putting forward," said Remy Monteko, asset manager at Jamestown. "We imagine that the store's merchandised with goods that are manufactured in San Francisco from well-known brands like Heath Ceramics and Timbuk2 to lesser-known but still really amazing brands that are local to San Francisco."

Jamestown is working with SF Made, which represents local manufacturers, to curate local retailers, along with BCV Architects and Plant Construction.

Join the conversation: Follow @SFBusinessTimes on Twitter, "Like" us on Facebook and sign up for our free email newsletters.

Monteko, who also lives in North Beach, says that developing recreational uses at the site isn't financially viable for Jamestown, because it would require extensive seismic upgrades at the building. But the presence of Jamestown's proposed retail space, which would only occupy about a sixth of the Pier, wouldn't prevent recreational uses being built in the future, she said.

"We want to bring life back into this building," said Moneko. "The fact that this historic pier is sitting there going unentered, unnoticed, and people (are) running past it without being able to get inside - that's a shame to me. We should be enjoying the building, not running past it."

The project would also include on-site beer, wine and coffee brewing and tasting, as well as some food but no full-service kitchen or restaurant, in an effort not to compete with existing Port of San Francisco properties such as the Ferry Building and Fisherman's Wharf.

The entire project calls for 10,000 square feet of retail space, 2,000 square feet of beverage drinking space, and the remainder for beverage production, storage and back-of-house space. No exterior changes to the building will occur. The project has an estimated cost of \$5.8 million, but a final number hasn't been determined.

Jamestown's base rent to the Port will be an estimated \$25,000 per month over 15 years, but the developer will be eligible for \$1.18 million in rent credits for capital improvements that benefit the Port.

Jamestown has the support of the planning group SPUR and some members of the waterfront advisory committee.

Elaine Forbes, the Port's executive director, wrote in an opinion piece last year that the project was not a mall because it would have local goods. She noted that the Port's requests for proposals for the site have been developed with two years of community meetings. She also wrote in December that Pier 29's allowable uses include retail and restaurant uses under its current Waterfront Plan. Recreation is just a suggested use.

But Golinger stands by the characterization of "mini-mall."

"It's called a mall because it's a big place with a bunch of shops. This is a small place with a bunch of shops," said Golinger.

He said that the opponents might support a shorter lease term with Jamestown to one to five years, rather than 15 years, to make the retail a temporary usage. They would also support building a recreation use on the site at the same time as retail in the project.

If Jamestown doesn't modify its proposal, Golinger says he's prepared to file a ballot measure or lawsuit to block the project.

There is a precedent for neighbors killing projects on San Francisco's waterfront. Over a decade ago, Mills Corp. proposed a 331,000-square-foot commercial project at the same site, Piers 27, 29 and 31. The project was blocked and the Port took back control of the site in 2006. More recently, Pacific Waterfront Partners' condo proposal at 8 Washington St. was approved by the Board of Supervisors, but voters rejected two 2013 ballot measures, which killed the project.

"It feels like déjà vu all over again," said Golinger.

The Board of Supervisors will determine the project's fate, with a recommendation vote on Jamestown's proposed lease terms expected within a month. If the project moves forward, a final vote approving the lease could come within six months. If approved, the project could open by summer of 2018.

The Board typically defers to the judgment of the local Supervisor on specific projects. Pier 29's is Aaron Peskin, a previous foe of some waterfront projects, including the Mills Corp. mall. Peskin's office said that he has not taken a position on the proposal, and that he was listening to community concerns.

Roland Li
Reporter
San Francisco Business Times



January 17, 2017



**HARVEY MILK LGBT DEMOCRATIC CLUB RESOLUTION
JOINING WITH SIERRA CLUB AND OTHER GROUPS TO SUPPORT
RECREATION AND OPPOSE JAMESTOWN MINI-MALL ON PIER 29**

Adopted by unanimous vote of the membership

WHEREAS, San Francisco's waterfront is public land that belongs to all the people; and

WHEREAS, the people of San Francisco have voted repeatedly in recent years to reject over-development of San Francisco's unique and special waterfront by overwhelmingly rejecting the 8 Washington luxury high-rise and requiring voter approval of waterfront height increases; and

WHEREAS, San Francisco's Waterfront Land Use Plan, which the voters created by passing Proposition H in November 1990, designates Piers 29 and adjacent areas for "a unique and inviting waterfront mixed-use recreation project" that "could provide a venue for all San Franciscans and Bay Area residents to actively participate individually or as groups, in diverse amateur recreation sports, physical fitness and related activities while enjoying the scenic waterfront setting;" and

WHEREAS, the Harvey Milk LGBT Democratic Club previously joined with the Citizens to Save the Waterfront coalition to successfully defeat the Willie Brown Administration's plan for national shopping mall developer Mills Corporation to build a giant mall at Piers 27, 29, and 31; and

WHEREAS, instead of pursuing a mixed-use recreation project that complies with the Waterfront Land Use Plan, the Port Commission is proposing to allow another mall and office real estate developer, Atlanta-based Jamestown Properties, to build a mini-mall retail center inside historic Pier 29 on the northern Embarcadero; therefore, be it

RESOLVED, that the Harvey Milk LGBT Democratic Club joins with the Sierra Club, Coalition for San Francisco Neighborhoods and other community groups across the city to oppose the proposed Jamestown Properties Pier 29 mini-mall and;

FURTHER, BE IT RESOLVED that the Harvey Milk LGBT Democratic Club urges the Board of Supervisors and Port to reject this flawed plan and instead pursue the recreation project called for in the Waterfront Land Use Plan that could be used by both residents and visitors to San Francisco.

##



San Francisco Tomorrow

Since 1970, Working to Protect the Urban Environment

February 7, 2017

President London Breed and members
San Francisco Board of Supervisors
City Hall, Rm 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Re: Pier 29 Proposed Lease to Jamestown Properties

Dear President and Supervisors,

San Francisco Tomorrow's Board of Directors has voted unanimously to oppose the proposed 15-year lease of a key location on the Embarcadero for a use that is not specified as an acceptable use in the Waterfront Land Use Plan. Jamestown wants to develop this prime portion of San Francisco's historic waterfront as mini-mall with a wine bar up front, a brewery and storage in the pier shed behind. The brewery is an industrial use and not permitted in this district. This project would be subsidized by over \$1 million in public monies.

The Northeast Waterfront Acceptable Land Use Table designates Pier 29 as the location for "a unique and inviting mixed-use recreation project" (page 112 of the Waterfront Land Use Plan). The proposal by Jamestown includes only retail and no recreation, and moreover, does not propose activating the entire pier for public use.

This proposal would eliminate the only place on the waterfront designated in the Waterfront Land Use Plan for active recreation that both visitors and San Francisco residents could use. The full language in the Waterfront Land Use Plan on page 112 specifically designates the area including Pier 29 for a "mixed-use recreation project that would provide a place for local residents to actively participate, individually or as groups, in diverse amateur recreational sports, physical fitness and related activities while enjoying the scenic waterfront setting".

Fifteen years is three times as long as the five-year period generally allowed for interim leases on the northern waterfront. Moreover, this extended lease is being proposed at a time when the Waterfront Land Use Plan is undergoing a thorough and long-overdue update. Approving

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San Francisco, CA 94117

this lease would preempt what has to date been a thorough and public planning process, and thwart the work of the advisory committee tasked with vetting new uses and development on the waterfront.

Therefore, please do not approve the proposed term sheet that would give Jamestown a 15-year lease to put a retail mini-mall into the bulkhead building which fronts on the Embarcadero.

Sincerely,



Jennifer Clary
President

Mary Anne Miller
Waterfront Committee



San Francisco Vision

San Francisco Board of Supervisors
San Francisco City Hall
1 Dr. Carlton B Goodlett Pl #244
San Francisco, CA 94102

Dear Board of Supervisors:

Re: Opposition to Jamestown development on Pier 29

San Francisco Vision is a broad coalition of San Franciscans who have come together to stand up for our cherished and endangered San Francisco values – diversity, creativity and social justice. We support the San Francisco Latino Democratic Club, Coalition for San Francisco Neighborhoods, Sierra Club, Harvey Milk LGBT Democratic Club and others in opposition of the proposed development on Pier 29 put forth by Jamestown Properties.

We find the proposal to be inconsistent with the General Land Use policies for Open Spaces and Public Access, the Waterfront Design and Access Element which works in concert with the Waterfront Land Use Plan and the San Francisco Bay Plan. These policies emphasize recreation that is accessible and equitable to the San Francisco Bay's diverse population. The Jamestown Properties proposal lacks inclusiveness and we ask the Board to consider these flaws when making a final decision.

Policy 1 of the General Policies for Existing and New Open Spaces and Public Access states:

Ensure a diversity of Open Spaces and Public Access, which may be achieved in different ways depending on location: places that provide access to the water; quiet, contemplative places for passive enjoyment; active places for civic gatherings and other urban events that draw large crowds; places for biking and foot race events; places that restore the environment and support wildlife habitats; places to learn about waterfront activities and the Bay environment; and places that appeal to children and seniors.

The Waterfront Design and Access Element also encourages development with a range of outdoor activities appealing to more than a small minority:

Develop a variety of public access and open spaces that offer many recreational opportunities and enhance other uses along the waterfront.

Recreation Policy 1 of the San Francisco Bay Plan continues to reiterate having a broad array of options along the shoreline that do not cater to a select few:

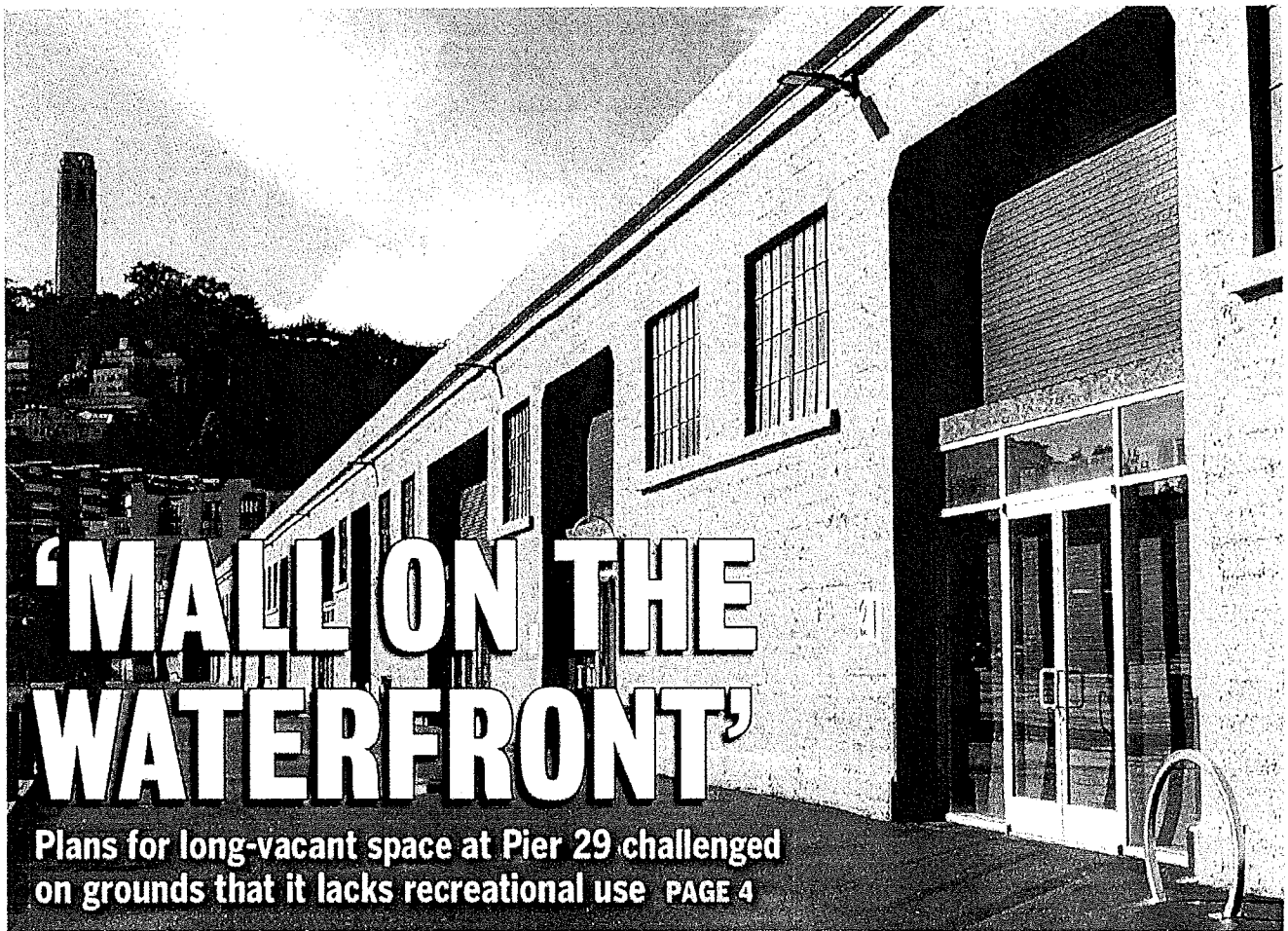
Diverse and accessible water-oriented recreational facilities, such as marinas, launch ramps, beaches, and fishing piers, should be provided to meet the needs of a growing and diversifying population, and should

be well distributed around the Bay and improved to accommodate a broad range of water-oriented recreational activities for people of all races, cultures, ages and income levels.

The Jamestown Properties proposal disregards these policies in an attempt to appease our affluent neighbors and tourists that can afford to enjoy their "mini-mall" aimed at housing more high-end artisanal venues. Inequality is a growing problem in our city and Jamestown Properties has decided to not only profit from this issue but to exacerbate it as well. As concerned constituents, we cannot allow this to happen. Please join us in denying this proposal.

Sincerely,

San Francisco Vision Board



'MALL ON THE WATERFRONT'

Plans for long-vacant space at Pier 29 challenged on grounds that it lacks recreational use **PAGE 4**

BY JESSICA CHRISTIAN/STAFF PHOTOGRAPHER

THE CITY

Bikes blocked

Bluegogo promises not to invade S.F.

PAGE 6



CRIME

Scott takes reins

New police chief sworn in **PAGE 8**

SPORTS

Feel the Heat

Dubs upset in Miami on buzzer-beater

PAGE 10

ARTS

Familiar tunes

Violinist Tolling plays favorite TV themes

PAGE 13



January 24, 2017

‘No Mall on the Waterfront’ campaign takes on Pier 29 proposal

by Michael Barba

Another land-use battle is brewing along San Francisco’s waterfront, this time over whether an out-of-town developer can open retail shops inside the long-vacant building at Pier 29.

Four years after the “No Wall on the Waterfront” campaign helped to squash a plan to build highrises along The Embarcadero, several community groups are striking a similar tone in challenging an Atlanta-based developer’s proposal to outfit the front area of Pier 29 with a craft beer brewery, wine tasting and a coffee roaster.

Real estate developer Jamestown, LLC wants to reactivate the barren strip of The Embarcadero, situated between Alcatraz Landing and the cruise terminal at Pier 27, under a 15-year lease agreement with the Port of San Francisco.

Pier 29 partially burned down in 2012 and has not had a permanent use in years, last serving as a temporary “pop-up” space for the 34th America’s Cup. The pier and its adjacent areas are currently used as storage spaces and parking lots, unlike the bustling tourist haven just up the street at Fisherman’s Wharf.

“The goal is to bring life into this historic building, support and celebrate the manufacturing sector and creative industries in The City, activate this relatively bare section of The Embarcadero and provide an engaging front door to the visitors and a much-needed amenity to locals,” said Erin Wickman, a spokesperson for Jamestown.

But Jon Golinger, a North Beach resident and environmental attorney who helped lead the charge against the 8 Washington St. development in 2013, claims the proposal violates the Waterfront Land Use Plan from the 1990s, which he said designates Pier 29 for a “unique and inviting mixed-use recreation project.”

“It feels like 8 Washington all over again,” said Golinger, who dubbed his latest effort the “No Mall on the Waterfront” campaign and criticized the proposal for creating a “mini-mall” at Pier 29 that lacks a recreational use.

Supervisor Aaron Peskin, who represents the area on the Board of Supervisors, was not as quick to allude to the 8 Washington St. development or a failed proposal from the Mills Corp. to build a vast mall on three piers — including Pier 29 — a decade ago.

“The good news here is that this is not an 8 Washington, this is not a Mills mall, half-a-million square feet of chain-store gentrification, but I believe the opponents of the project have raised some valid issues about the [Waterfront Land Use Plan],” Peskin said.

Peskin said he believes the waterfront plan does not require recreational use at Pier 29 but suggests it.

Renee Dunn Martin, a spokesperson for the Port, said the plan is consistent with the Waterfront Land Use Plan.

“Recreation uses are also an acceptable use for the pier under the current Waterfront Plan,” Martin said in an email. “Jamestown will only occupy 20,000 square feet of a pier that is almost 120,000 square feet.”

But Golinger said he is concerned that the proposal will grow and become permanent if it is successful. Jamestown’s proposal includes its vision for the future which shows shops stretching from the front of the pier to the waterfront.

Lauren Jennings, another spokesperson for Jamestown, said in an email earlier this month that calling the proposal a mini-mall is an “inaccurate characterization” of the project. The proposed shops would contribute to a “waterfront renaissance,” she said.

Retailers selling products made in San Francisco would be given priority at the Jamestown shops, according to the proposal.

Golinger has organized community groups to speak out in opposition of Jamestown’s proposal, including the San Francisco Bay Sierra Club, San Francisco Latino Democratic Club and Harvey Milk LGBT Democratic Club.

Golinger is also critical of the project because Jamestown would be eligible for more than \$1 million in rent credits under the proposal, which he called a “sweetheart deal” for a developer.

The proposal received the endorsement of the Port Commission at a meeting earlier this month, where commissioners approved a conceptual term agreement that was nonbinding but allowed planning for the project to continue.

The Board of Supervisors is expected to review the conceptual term agreement in the coming weeks. Peskin said the actual proposal would be voted on at a later date.

If approved down the line, Golinger said it could lead to a legal battle or potentially be fought at the ballot.

“If Jamestown puts their retail here, it’s going to be here for a long, long time for better or for worse,” Golinger said. “Once this is gone it’s gone, it’s our last great hope for recreation in the neighborhood.”

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Thursday, February 02, 2017 9:37 AM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: File 170128 FW: San Franciscans for Waterfront Recreation Handout Opposing Proposed Lease of Pier 29 to Jamestown Properties for Mini-Mall
Attachments: No Mall On The Waterfront.pdf

From: jongolinger@gmail.com [mailto:jongolinger@gmail.com] **On Behalf Of** No Mall on The Waterfront
Sent: Wednesday, February 01, 2017 10:12 AM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: San Franciscans for Waterfront Recreation Handout Opposing Proposed Lease of Pier 29 to Jamestown Properties for Mini-Mall

To Whom It May Concern,

Please give copies of the attached 2 page handout to each member of the Board of Supervisors and include it in the next Board meeting packet.

Thank you.

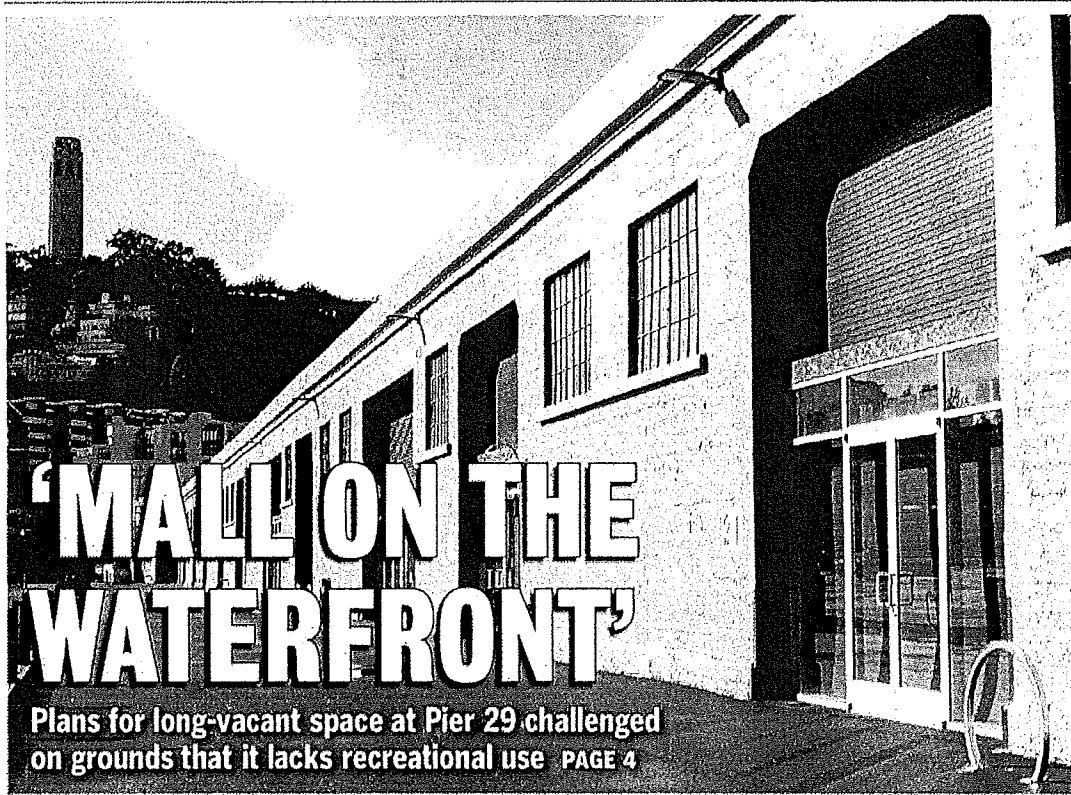


SAVE OUR WATERFRONT
Recreation YES
Mini-Mall NO

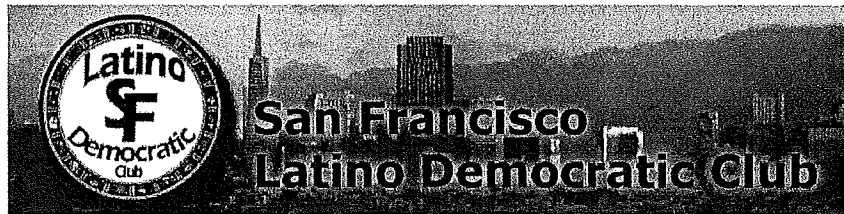


52° 43°
Partly cloudy

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SF Latino Democratic Club urges Supervisors to reject Jamestown Properties "mini-mall" on Pier 29 & support waterfront recreation -- [click here to read the letter](#)



Harvey Milk LGBT Democratic Club members vote unanimously to oppose Jamestown Properties Pier 29 "mini-mall" -- [click here to read the resolution](#)



San Francisco's waterfront is public land that belongs to the people - not real estate developers.

The people of San Francisco have voted repeatedly in recent years to reject over-development of San Francisco's unique and special waterfront by overwhelmingly rejecting the 8 Washington luxury high-rise and requiring voter approval of waterfront height increases. San Francisco's Waterfront Land Use Plan, which the voters required the Port to create by passing Proposition H in November 1990, designates Piers 29 and adjacent areas for "a unique and inviting waterfront mixed-use recreation project" that "could provide a venue for all San Franciscans and Bay Area residents to actively participate individually or as groups, in diverse amateur recreation sports, physical fitness and related activities while enjoying the scenic waterfront setting."

However, instead of pursuing a mixed-use recreation project that complies with the Waterfront Land Use Plan, Mayor Ed Lee's appointees on the San Francisco Port Commission are proposing to give a national real estate developer, Atlanta-based Jamestown Properties, a sweetheart deal to build a "mini-mall" shopping center inside historic Pier 29 on the northern Embarcadero.

The proposal even subsidizes this big developer with over \$1 million in public money!

[Click here to read the financial and development details of the proposed Jamestown mini-mall.](#)

The Harvey Milk LGBT Democratic Club, SF Latino Democratic Club, Sierra Club, Coalition for San Francisco Neighborhoods, San Franciscans for Waterfront Recreation, SF Tomorrow, and community groups across the city have joined forces to oppose the proposed Jamestown Properties Pier 29 mini-mall and instead support waterfront recreation on this important public land.

Join us.

Urge the Board of Supervisors to reject the proposal for the Jamestown Properties waterfront mini-mall on Pier 29 and instead to encourage the Port to pursue the recreation project called for in the Waterfront Land Use Plan that would benefit all the people, not just big developers.

We only have one waterfront. Let's get it right.

Wong, Linda (BOS)

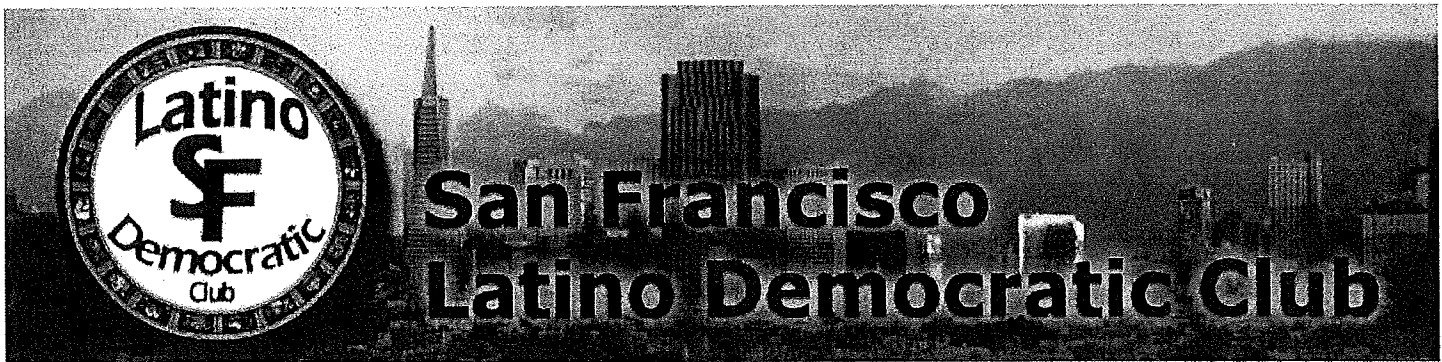
From: Board of Supervisors, (BOS)
Sent: Thursday, February 02, 2017 9:09 AM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: File 170128 FW: SF Latino Democratic Club Letter Opposing Proposed Lease of Pier 29 to Jamestown Properties for Mini-Mall
Attachments: SFLatinoDemocraticClub_Pier29Letter.pdf

From: jongolinger@gmail.com [mailto:jongolinger@gmail.com] **On Behalf Of** No Mall on The Waterfront
Sent: Wednesday, February 01, 2017 10:09 AM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: SF Latino Democratic Club Letter Opposing Proposed Lease of Pier 29 to Jamestown Properties for Mini-Mall

To Whom It May Concern,

Please give copies of the attached letter to each member of the Board of Supervisors and include it in the next Board meeting packet.

Thank you.



Members of the San Francisco Board of Supervisors
San Francisco City Hall
1 Dr. Carlton B Goodlett Pl #244
San Francisco, CA 94102

Re: Support for waterfront recreation and opposition to Jamestown "mini-mall" on Pier 29

Dear Supervisors,

The San Francisco Latino Democratic Club (SFLDC) was formed to educate and empower the Latino community regarding social justice and quality of life issues. We join the Coalition for San Francisco Neighborhoods, Sierra Club, Harvey Milk LGBT Democratic Club and other community groups to urge you to reject the mini-mall retail project proposed by Jamestown Properties for Pier 29.

This proposed waterfront mini-mall violates the voter-created Waterfront Land Use Plan, which says Pier 29 should be a place for a desperately needed mixed-use recreation project that could be used by families and local residents as well as tourists and visitors. This is the only place in the entire Waterfront Plan set aside for an active recreation project that could include soccer, basketball, climbing gyms, and aquatic sports – things on the public waterfront of actual use for working families. Instead, the Jamestown project would just be more shops for tourists.

SFLDC is also deeply troubled that this valuable public pier might be given to Jamestown Properties, a company with a history of questionable tactics leading to the displacement of working class communities of color. For example, last year Jamestown Properties reportedly held "salsa parties" as a public relations ploy to cover up its displacement of immigrant Latino and Asian residents in Sunset Park, Brooklyn.

Following the citywide vote to reject 8 Washington and support waterfront height limits, it should be clear that San Franciscans want development on our city's waterfront to benefit all of the people, not just big real estate developers. SFLDC calls upon you to respect that by rejecting the proposed Jamestown mini-mall on Pier 29 and supporting waterfront recreation there instead.

Sincerely,
Lila Carrillo & Lito Sandoval
Co-Presidents,
San Francisco Latino Democratic Club

