

1 [Real Property Lease - JQ Properties, LP - 950 Grant Avenue - San Francisco Public Library -
2 \$168,000 Annual Base Rent]

3 **Resolution approving and authorizing the Director of Property, on behalf of the San**
4 **Francisco Public Library, to execute a Lease of real property located at 950 Grant**
5 **Avenue, with JQ Properties, LP, at a base rent of \$168,000 per year with a \$10,500**
6 **annual increase in the second lease year, commencing upon the substantial**
7 **completion of tenant improvements, following approval of this Resolution and expiring**
8 **30 months later, and a one-year option to extend, cancellable upon 90-days' notice;**
9 **authorizing the Director of Property to execute documents, make certain modifications**
10 **and take certain actions in furtherance of the Lease and this Resolution, as defined**
11 **herein; and authorizing the Director of Property to enter into any additions,**
12 **amendments, or other modifications to the Lease that do not materially increase the**
13 **obligations or liabilities of the City to effectuate the purposes of the Lease or this**
14 **Resolution.**

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16 WHEREAS, The San Francisco Public Library ("SFPL") currently operates the
17 Chinatown Him Mark Lai Library at 1135 Powell Street (the "Library"), which holds 85,870
18 volumes, is visited by 134,000 patrons per year and offers several community-based
19 programs for its patrons; and

20 WHEREAS, The Library will undergo a repair, rehabilitation, and renovation project
21 ("Project"), scheduled to begin in early 2025; and

22 WHEREAS, The Real Estate Division ("RED") negotiated a 30-month lease ("Lease")
23 for a temporary library branch ("Temporary Branch") to maintain continuity of services while
24 the Library is closed to staff and the public; and

1 WHEREAS, The proposed Temporary Branch will enable SFPL to provide
2 uninterrupted essential services to the residents of Chinatown and all San Franciscans from a
3 4,200 square foot storefront space on Chinatown’s Grant Avenue; and

4 WHEREAS, The proposed Temporary Branch would be approximately two-blocks from
5 the Library, aimed at mitigating inconvenience to its primary patrons, the residents of
6 Chinatown; and

7 WHEREAS, The Lease provides a flexible one-year option to extend (“Option”) that
8 may be canceled at any point upon 90 days’ notice, thereby facilitating real-time coordination
9 with the Project schedule and resumption of operations at the Library; and,

10 WHEREAS, Base rent under the Lease will be \$168,000 (\$40.00 per sq. ft.) annually,
11 or \$14,000 (\$3.33 per sq. ft) monthly, increasing annually by \$10,500 in year two, and \$1,250
12 monthly for the remaining six months of the initial term; and

13 WHEREAS, Accessible fixtures and improvements, including restrooms, a lift to the
14 mezzanine and entry ramp, are currently in place at the proposed Temporary Space; and

15 WHEREAS, The Planning Department determined that locating a library on the 900
16 block of Grant Avenue represents a Public (P) use in the Chinatown Visitor Retail (CVR)
17 District, requiring a Conditional Use Authorization (“Conditional Use”) by the Planning
18 Commission; and

19 WHEREAS, The findings included in the request for authorization of a Conditional Use
20 are consistent with Section 303(c) of the Planning Code, in particular, that the Conditional
21 Use has no effect on the area's current housing supply; does not adversely affect the General
22 Plan, and the eight priority policies; and supports Objective 2 of the Chinatown Area Plan by
23 retaining and reinforcing a supportive neighborhood function, and

24 WHEREAS, The Planning Commission authorized the Conditional Use at its July 18,
25 2024, meeting; and

1 WHEREAS, The Director of Property determined the rent payable under the Lease to
2 be at or below fair market rental value; now, therefore, be it

3 RESOLVED, That in accordance with the recommendation of the San Francisco Public
4 Library, the Director of Property is hereby authorized to take all actions on behalf of the City to
5 execute the Lease and, as needed, the Option; and, be it

6 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
7 Property to enter into any amendments or modifications to the Lease (including without
8 limitation, the exhibits) that the Director of Property determines, in consultation with the City
9 Attorney, are in the best interest of the City, does not increase the rent or otherwise materially
10 increase the obligations or liabilities of the City, are necessary or advisable to effectuate the
11 purposes of the lease or this Resolution, and are in compliance with all applicable laws,
12 including City's Charter; and, be it

13 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City
14 with respect to the Lease are hereby approved, confirmed and ratified; and, be it

15 FURTHER RESOLVED, That within 30 days of the Lease being fully executed by all
16 parties, RED shall provide the Lease to the Clerk of the Board for inclusion into the official file.
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