

RESOLUTION NO. 60-2010

Adopted June 3, 2010

**APPROVING THE REPORT ON THE REDEVELOPMENT PLAN
AMENDMENT FOR THE HUNTERS POINT SHIPYARD
REDEVELOPMENT PLAN AMENDMENT AND AUTHORIZING
TRANSMITTAL OF THE REPORT ON THE REDEVELOPMENT
PLAN AMENDMENT TO THE BOARD OF SUPERVISORS;
HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA**

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency") proposes to adopt a Redevelopment Plan Amendment for the Hunters Point Shipyard Redevelopment Project Area ("Redevelopment Plan Amendment").
2. On July 14, 1997, the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approved and adopted, by Ordinance No. 285-97, the Hunters Point Shipyard Redevelopment Plan ("Redevelopment Plan") pursuant to the Military Base Conversion chapter of the California Community Redevelopment Law (Cal. Health and Safety Code, Sections 33492 *et seq.*) ("Military Base Conversion Law") and to other applicable provisions of the California Community Redevelopment Law (Cal. Health and Safety Code, Sections 33000 *et seq.*) ("CCRL"). The Redevelopment Plan establishes basic policies for the development of the Hunters Point Shipyard Redevelopment Project Area ("Project Area").
3. The proposed Redevelopment Plan Amendment would revise, among other things: the land uses within the Project Area to facilitate the new development envisioned by the Conceptual Framework (Board of Supervisors Resolution No. 264-07 (May 15, 2007); Agency Commission Resolution No. 40-2007 (May 1, 2007) and Proposition G, the Jobs Parks and Housing Initiative (June 2008)); the limit on the amount of bonded indebtedness; and the development fees and exactions applicable in the Project Area. In addition, the Redevelopment Plan Amendment extends, in conformity with the Military Base Conversion Law, the effectiveness of the Redevelopment Plan and the time limits for incurring indebtedness and receiving tax increment to repay indebtedness. The Redevelopment Plan Amendment, however, does not change the boundaries of the Project Area.
4. Pursuant to Section 33457.1 of the CCRL, a proposed amendment to a redevelopment plan requires the preparation and public availability of reports and information that would otherwise be required for a redevelopment plan adoption "to the extent warranted" by the proposed amendment. The Agency has prepared a Report on the Plan Amendment for the Hunters Point Shipyard Redevelopment

Plan Amendment ("Report to the Board"). The Report to the Board conforms to the requirements of the CCRL, including but not limited to, Sections 33457.1, 33492.4 and 33352 and includes an updated implementation plan.

5. On June 3, 2010, the Planning Commission certified, by Motion No. 18096, and the Agency certified, by Resolution No. 58-2010, the Final Environmental Impact Report for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project ("FEIR") as adequate, accurate, and objective and in compliance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA") and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq.)
6. The Agency Commission hereby finds that the Report to the Board is part of the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project for purposes of compliance with CEQA.
7. In Resolution No. 59-2010, adopted on June 3, 2010, the Agency Commission adopted findings that various actions related to the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project were in compliance with CEQA. These findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that:

1. Resolution No. 59-2010, adopted by the Agency Commission on June 3, 2010, sets forth the Agency's CEQA Findings for this action.
2. The Agency Commission hereby approves the Report to the Board, which is provided with the Commission Memorandum accompanying this Resolution as Attachment 1.
3. The Executive Director is hereby authorized to transmit the Report to the Board to the Board of Supervisors in connection with its consideration of the proposed Redevelopment Plan Amendment.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

RESOLUTION NO. 61-2010

Adopted June 3, 2010

**APPROVING THE PROPOSED REDEVELOPMENT PLAN
AMENDMENT FOR THE HUNTERS POINT SHIPYARD
REDEVELOPMENT PROJECT AREA AND MAKING FINDINGS
UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT;
RECOMMENDING ADOPTION OF THE PROPOSED
REDEVELOPMENT PLAN AMENDMENT BY THE BOARD OF
SUPERVISORS; AND SUBMITTING THE AGENCY'S
RECOMMENDATION, INCLUDING THE PROPOSED
REDEVELOPMENT PLAN AMENDMENT, TO THE BOARD OF
SUPERVISORS; HUNTERS POINT SHIPYARD REDEVELOPMENT
PROJECT AREA**

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency"), the Planning Department ("Planning Department"), the Mayor's Office, and other Departments of the City and County of San Francisco ("City") have been working on a proposed redevelopment plan amendment for the Hunters Point Shipyard Redevelopment Project Area ("Redevelopment Plan Amendment").
2. On July 14, 1997, the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approved and adopted, by Ordinance No. 285-97, the Hunters Point Shipyard Redevelopment Plan ("Redevelopment Plan") pursuant to the Military Base Conversion Chapter of the California Community Redevelopment Law (Health and Safety Code Sections 33492 *et seq.*) ("Military Base Conversion Law") and to other applicable provisions of the California Community Redevelopment Law (Cal. Health and Safety Code, Sections 33000 *et seq.*) ("CCRL"). The Redevelopment Plan establishes basic policies for the development of the Hunters Point Shipyard Redevelopment Project Area ("Project Area").
3. On December 2, 2003, the Agency approved the first phase of redevelopment through a Disposition and Development Agreement for a portion of the Project Area identified as Parcel A-1 and Parcel B-1 (hereinafter collectively "Phase 1"). On that same day, the Agency also approved the Amended and Restated Exclusive Negotiations Agreement covering the remainder of the Project Area ("Phase 2").
4. In May 2007, the Board of Supervisors approved Resolution No. 264-07, endorsing a conceptual framework ("Conceptual Framework") for the integrated development of Phase 2 of the Project Area and the Candlestick Point Activity Node of the Bayview Hunters Point Redevelopment Project Area (together, the "Project Site"). The Conceptual Framework envisioned a major mixed-use

project, including hundreds of acres of new and restored open space, thousands of new units of housing, including a robust affordable housing program, extensive job-generating retail and research and development space, permanent space for the artist colony that exists in the Project Area, and a site for a new stadium for the 49ers in the Project Area (the "Project").

5. On June 3, 2008, the City's voters passed Proposition G, the Jobs Parks and Housing Initiative, which: (i) adopted policies for the revitalization of the Project Site; (ii) authorized the conveyance of City land under Recreation and Park jurisdiction within Candlestick Point in furtherance of the Project, provided that the transferred property is replaced with other property of at least the same acreage that will be improved and dedicated as public parks or open space in the Project; (iii) repealed Proposition D and Proposition F (June 1997) relating to prior plans for the development of a new stadium and retail entertainment project on Candlestick Point; and (iv) urged the City, the Agency, and all other governmental agencies with jurisdiction to proceed expeditiously with the Project.
6. The Agency, working with the Mayor's Citizens Advisory Committee for the Hunters Point Shipyard Redevelopment Project Area ("CAC"), has prepared the proposed Redevelopment Plan Amendment and various other documents consistent with the CCRL, the Military Base Conversion Law, the Conceptual Framework, and Proposition G. The Redevelopment Plan Amendment revises, among other things, the land uses within the Project Area to facilitate the new development envisioned by the Conceptual Framework and Proposition G, increases the limit on the amount of bonded indebtedness and on the number of dollars to be allocated to the Agency, and establishes development fees and exactions applicable in the Project Area. The Redevelopment Plan Amendment, however, does not change the boundaries of the Project Area.
7. The Military Base Conversion Law provides that the time limits of thirty (30) years on the effectiveness of a redevelopment plan, of twenty (20) years on the establishing of loans, advances, and indebtedness, and of forty-five (45) years on the receipt of tax increment to repay indebtedness do not commence until the City Controller certifies the date of the final day of the first fiscal year in which the redevelopment agency has received one hundred thousand dollars (\$100,000) or more of tax increment funds from the project area. (Section 33492.13 of the CCRL.) To date, the Agency has not received any tax increment from the Project Area. Accordingly, the Redevelopment Plan Amendment extends, in conformity with the Military Base Conversion Law, the effectiveness of the Redevelopment Plan, and the time limits for incurring indebtedness and receiving tax increment to repay indebtedness.
8. Over the past three years, more than 230 public meetings, workshops and presentations have been held on every aspect of the Project and have involved, among others, the CAC, the Bayview Hunters Point Project Area Committee, Agency Commission, Planning Commission, Board of Supervisors and other City commissions and community groups.

9. The CAC has reviewed and considered the Redevelopment Plan Amendment on numerous occasions, including CAC meetings held on September 2009, January 14, 2010, and April 12, 2010. On May 24, 2010, the CAC voted and recommended approval of the Redevelopment Plan Amendment by the Agency Commission and the Board of Supervisors.
10. Pursuant to Section 33457.1 of the CCRL, a proposed amendment to a redevelopment plan requires the preparation and public availability of reports and information that would otherwise be required for a redevelopment plan adoption "to the extent warranted" by the proposed amendment. The Agency has prepared the Report on the Redevelopment Plan Amendment for the Hunters Point Shipyard Redevelopment Project Area ("Report to the Board") and the Agency Commission has approved, by Resolution No. 60-2010, the Report to the Board. The environmental document prepared in conjunction with the consideration of this proposed Redevelopment Plan Amendment has been included as part of the Report to the Board.
11. On May 6, 2010, the Agency transmitted the proposed Redevelopment Plan Amendment to the Planning Commission pursuant to Section 33346 of the CCRL for the Planning Commission's report and recommendation concerning the Redevelopment Plan Amendment and its conformity with the General Plan. On June 3, 2010, the Planning Commission certified, by Motion No. 18096, the Final Environmental Impact Report for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project ("Final EIR"), and adopted, by Resolutions Nos. 18098, 18099, and 18100, amendments to the General Plan, Planning Code and Zoning Map. The Planning Commission also adopted Motion No. 18102, which found that the Redevelopment Plan Amendment was consistent with the General Plan as amended and further recommended approval of the Redevelopment Plan Amendment.
12. On June 3, 2010, the Agency Commission held a duly noticed public hearing on the Redevelopment Plan Amendment. In accordance with Section 33349 of the CCRL, the Agency published, once a week for four successive weeks beginning at least 30 days prior to the June 3, 2010 hearing, notice of the hearing in the San Francisco Chronicle, a newspaper of general circulation, printed, published and distributed in the City and County of San Francisco ("Notice"). A copy of the Notice and affidavit of publication are on file with the Agency. The Notice described the boundaries of the Project Area, provided a general statement of the scope and objectives of the Redevelopment Plan Amendment, and stated the day, hour and place when and where any interested persons may appear before the Agency Commission to comment on the Redevelopment Plan Amendment.
13. On May 4, 2010, the Agency mailed, by first class mail, the Notice to all residents and businesses and to the last known assessee or owner of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the City.

14. The Agency mailed by certified mail, return receipt requested, copies of the Notice to the governing body of each taxing agency that receives taxes from property in the Project Area.
15. The environmental effects of the Redevelopment Plan Amendment have been analyzed in the environmental documents, which are described in Agency Resolution No. 59-2010. Copies of the environmental documents are on file with the Agency.
16. On June 3, 2010, after reviewing and considering the information contained in the Final EIR, the Agency Commission adopted Resolution No. 58-2010 and certified the Final EIR for the Project as adequate, accurate, and objective and in compliance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.)("CEQA") and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq.).
17. The Agency Commission hereby finds that the Redevelopment Plan Amendment is part of the Project for purposes of compliance with CEQA.
18. In Resolution No. 59-2010, adopted on June 3, 2010, the Agency Commission adopted findings that various actions related to the Project, including the Redevelopment Plan Amendment, were in compliance with CEQA. Said findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein.
19. Staff finds and recommends that the Agency Commission adopt the findings required under Section 33457.1 of the CCRL and that the Agency submit these findings to the Board of Supervisors. These findings are explained in detail in the Report to the Board, are incorporated herein by reference, and include, but are not limited, to the following:
 - a) Significant blight (as described in the Report to the Board and as defined in Section 33492.11 of the Military Base Conversion Law) remains within the Project Area, the redevelopment of which is necessary to effectuate the public purposes declared in CCRL.
 - b) The remaining significant blight in the Project Area cannot be eliminated without the increase in the amount of bonded indebtedness from \$221 million to \$ 900 million and the increase in the limitation on the number of dollars to be allocated to the Agency from \$881 million to \$ 4.2 billion.
 - c) The Redevelopment Plan Amendment will redevelop the Project Area in conformity with the CCRL, including the Military Base Conversion Law, and is in the interests of the public peace, health, safety and welfare.
 - d) The adoption and carrying out of the Redevelopment Plan Amendment is economically sound and feasible as described in the Report to the Board.

- e) The Redevelopment Plan Amendment, once effective, will be consistent with the City's General Plan, as amended, for the reasons stated in the General Plan and Priority Policy Consistency findings, as approved by the Planning Commission in Resolutions Nos. 18101 and 18102, which findings are incorporated herein by reference as though fully set forth herein.
 - f) The carrying out of the Redevelopment Plan Amendment will promote the public peace, health, safety and welfare of the community and effectuate the purposes and policies of CCRL.
 - g) The Redevelopment Plan Amendment does not provide for the condemnation of real property.
 - h) The Redevelopment Plan Amendment will not result in the temporary or permanent displacement of any occupants of housing facilities in the Project Area because there are no occupied housing facilities in the Project Area.
 - i) The time limitations, as extended to conform to the Military Base Conversion Law, and the limitation on the number of dollars to be allocated to the Agency that are contained in the Redevelopment Plan Amendment, are reasonably related to the proposed projects to be implemented in the Project Area and to the ability of the Agency to eliminate blight within the Project Area.
 - j) The implementation of the Redevelopment Plan Amendment will improve or alleviate the physical and economic conditions of significant remaining blight that are defined in Sections 33492.10 and 33492.11 of the Military Base Conversion Law.
 - k) The tax increment financing authorized under the Redevelopment Plan Amendment will not have the effect of causing a significant financial burden or detriment on any taxing agency deriving revenues from the Project Area.
20. The Agency has provided an opportunity for all persons to be heard and has considered all evidence and testimony presented for or against any and all aspects of the proposed Redevelopment Plan Amendment.

RESOLUTION

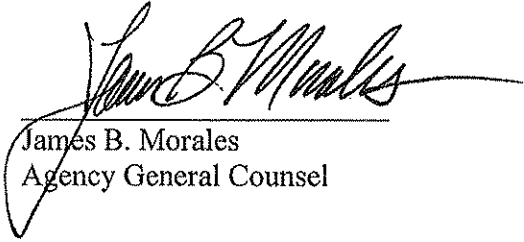
ACCORDINGLY IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that:

1. Resolution No. 59-2010, adopted by the Agency Commission on June 3, 2010, provides the Agency's CEQA Findings for this action.
2. The Agency Commission hereby approves the proposed Hunters Point Shipyard Redevelopment Plan Amendment, which is attached to the Commission

Memorandum accompanying this Resolution and incorporated herein by this reference and recommends that the Board of Supervisors adopt the Redevelopment Plan Amendment.

3. The Executive Director is hereby directed to submit a copy of this Resolution, including the proposed Redevelopment Plan Amendment, to the Board of Supervisors for its consideration in acting on the adoption of the proposed Redevelopment Plan Amendment.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

RESOLUTION NO. 62-2010

Adopted as amended on June 3, 2010

APPROVING THE HUNTERS POINT SHIPYARD PHASE TWO DESIGN FOR DEVELOPMENT AND CORRESPONDING TECHNICAL AMENDMENTS TO THE HUNTERS POINT SHIPYARD PHASE ONE DESIGN FOR DEVELOPMENT; HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

1. On July 14, 1997, the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approved and adopted, by Ordinance No. 285-97, the Hunters Point Shipyard Redevelopment Plan ("Redevelopment Plan").
2. On September 30, 1997, the Redevelopment Agency of the City and County of San Francisco ("Agency") approved, by Resolution No. 193-1997, the Hunters Point Design for Development ("Design for Development"). The Design for Development regulates and sets forth standards and guidelines to control land uses, vertical development, and public infrastructure in the Hunters Point Shipyard Redevelopment Project Area ("Project Area" or "Shipyard"). The Redevelopment Plan and the Design for Development provide the Agency with the sole authority to administer and enforce land use and development permits for any property or project in the Project Area.
3. On January 18, 2005, the Agency amended, by Resolution No. 7-2005, the Design for Development ("First Amended Design for Development"), which was based on the Agency's endorsement, by Resolution No. 130-2000 (July 20, 2000), of the Preliminary Development Concept as Specified in the Exclusive Negotiations Agreement with Lennar/BVHP, LLC. The First Amended Design for Development facilitated the development authorized by the Phase 1 Disposition and Development Agreement with Lennar-BVHP, LLC ("Phase 1 DDA"). The First Amended Design for Development made modifications to the Design for Development consistent with the residential development, open space and public infrastructure improvements authorized and required by the Phase 1 DDA.
4. On May 27, 2007, the Board of Supervisors approved Resolution No. 264-07, endorsing a conceptual framework ("Conceptual Framework") for the integrated development of Phase 2 of the Shipyard and the Candlestick Point Activity Node of the Bayview Hunters Point Redevelopment Project Area (together, the "Project Site"). The Conceptual Framework envisioned a major mixed-use project, including hundreds of acres of new and restored open space, thousands of new units of housing, including a robust affordable housing program, extensive job-generating retail and research and development space, permanent space for the artist colony that exists in the Shipyard, and a site for a new stadium for the 49ers on the Shipyard.

5. On January 28, 2009, the Mayor's Hunters Point Shipyard Citizens Advisory Committee ("CAC") and the Bayview Hunters Point Project Area Committee ("PAC") endorsed the Urban Design Plan for the Candlestick Point – Hunters Point Shipyard Phase 2 Development Project ("Urban Design Plan"). The Urban Design Plan provides a land use, street system, open space, and vertical development framework to guide the continued planning and design of the Project Site.
6. On June 3, 2010, the Agency approved and recommended for adoption, by Resolution No. 61-2010, a proposed redevelopment plan amendment for the Project Area ("Redevelopment Plan Amendment"). Among other changes, the Redevelopment Plan Amendment revises the permitted land uses and the overall development envelope in Phase 2 of the Project Area.
7. In connection with the adoption of the Redevelopment Plan Amendment, the Agency and the Planning Department propose adoption of the Hunters Point Shipyard Phase 2 Design for Development ("HPS Phase 2 Design for Development"), which provides an urban design framework plan and specific development controls and design guidelines for Phase 2 of the Project Area. The HPS Phase 2 Design for Development provides for three development alternatives in the Project Area: a design including a new football stadium, a non-stadium commercial alternative, and a non-stadium residential mixed use alternative.
8. The HPS Phase 2 Design for Development builds upon the objectives and designs of the Urban Design Plan. The overall concept of the HPS Phase 2 Design for Development is that the Project Site will rejuvenate and integrate with the existing Bayview Hunters Point neighborhood to create a vibrant mixed-use district that provides a major focal point to the shoreline area of southeast San Francisco.
9. The HPS Phase 2 Design for Development is a companion document to the Redevelopment Plan Amendment, which establishes the planning guidelines and basic land use standards for the Project Area. The HPS Phase 2 Design for Development provides legislated development requirements and specific design recommendations that apply to all developments within Phase 2 of the Project Area.
10. The Agency shall utilize the HPS Phase 2 Design for Development, along with the Redevelopment Plan, in project approval and design review for future improvements and developments in Phase 2 of the Project Area.
11. In reviewing development proposals, the Agency shall follow the design review procedure described within the Design Review and Document Approval Procedures, which is an attachment to the proposed Disposition and Development Agreement ("DDA") with CP Development Co., LP, a Delaware limited partnership ("Developer"), for the redevelopment of the Project Site. The Agency will work cooperatively with the Planning Department in reviewing development proposals through procedures agreed to within a Planning Cooperation Agreement currently under consideration, but the Agency will retain final authority to approve development proposals.

12. The environmental effects of the HPS Phase 2 Design for Development have been analyzed in the environmental documents, which are described in Resolution No. 59-2010, adopted on June 3, 2010. Copies of the environmental documents are on file with the Agency.
 13. On June 3, 2010, after reviewing and considering the information contained in the Final Environmental Impact Report ("Final EIR") for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project ("CP-HPS II Project"), the Agency certified, by Resolution No. 58-2010, the Final EIR for the CP-HPS II Project as adequate, accurate, and objective and in compliance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.)("CEQA") and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq.). At a joint hearing on June 3, 2010, the Planning Commission also certified the Final EIR (Motion No. 18096).
 14. The Agency hereby finds that the HPS Phase 2 Design for Development is part of the CP-HPS II Project for purposes of compliance with CEQA.
 15. On June 3, 2010, the Agency Commission adopted, by Resolution No. 59-2010, findings that various actions related to the CP-HPS II Project, including the HPS Phase 2 Design for Development, are in compliance with CEQA. Said findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made a part of this Resolution by reference herein.
 16. The HPS Phase 2 Design for Development has been the subject of extensive debate and discussion by the Bayview Hunters Point community, including a series of land use planning workshops held in 2008, and frequent workshops and updates with the CAC and the PAC.
 17. The HPS Phase 2 Design for Development was presented to the Agency Commission at a workshop on April 6, 2010.
 18. Improvements and development are underway in the Phase 1 area in accordance with the Phase 1 DDA and the First Amended Design for Development. The land use planning and urban design for Phase 2 of the Shipyard have not required any revisions to the Phase 1 development program or design. The proposed Second Amended Hunters Point Shipyard Design for Development is purely technical in nature, removing references to the Phase 2 Project Site and renaming it the Hunters Point Shipyard Phase 1 Design for Development. This technical amendment of the Hunters Point Shipyard Design for Development is not considered a project under CEQA.
 19. On June 3, 2010, the Planning Commission approved the HPS Phase 2 Design for Development and the technical amendments to the Design for Development (Motion No. 18104). The Planning Commission amended the staff recommended HPS Phase 2 Design for Development to include a History Walk along the shoreline of the Shipyard, an evaluation of Building 813 for historic significance, and a consultation with the Historic Preservation Commission regarding
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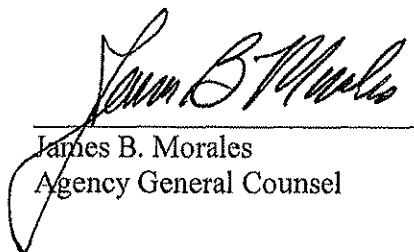
subalternative 4A: CP-HPS Phase II Development Plan with Historic Preservation, as described in Section F (Draft EIR Revisions) of the Comments and Responses document for the Candlestick Point - Hunters Point Shipyard Phase II Development Plan Project.

RESOLUTION

ACCORDINGLY IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that:

1. Resolution No. 59-2010, adopted by the Agency on June 3, 2010, sets forth the Agency's CEQA Findings for this action.
2. The Second Amended Hunters Point Shipyard Design for Development is hereby approved to refer only to the Phase 1 area of the Hunters Point Shipyard Redevelopment Project Area, and to rename the document the Hunters Point Shipyard Phase 1 Design for Development.
3. The Hunters Point Shipyard Phase 2 Design for Development is hereby approved, substantially in the form previously provided to the Agency Commission with the modification attached to the Commission Memorandum accompanying this Resolution and with the amendments adopted by in Planning Commission Motion No. 18104.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

RESOLUTION NO. 63-2010

Adopted June 3, 2010

APPROVING THE REPORT ON THE REDEVELOPMENT PLAN AMENDMENT FOR THE BAYVIEW HUNTERS POINT REDEVELOPMENT PLAN AMENDMENT AND AUTHORIZING TRANSMITTAL OF THE REPORT ON THE REDEVELOPMENT PLAN AMENDMENT TO THE BOARD OF SUPERVISORS; BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency") proposes to adopt a Redevelopment Plan Amendment for the Bayview Hunters Point Redevelopment Project Area ("Redevelopment Plan Amendment").
2. On May 23, 2006, the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approved and adopted, by Ordinance No. 113-06, the Bayview Hunters Point Redevelopment Plan ("Redevelopment Plan") pursuant to the California Community Redevelopment Law (Cal. Health and Safety Code, Sections 33000 *et seq.* ("CCRL")). The Redevelopment Plan established basic policies for the development of the Bayview Hunters Point Redevelopment Project Area ("Project Area") and established Activity Nodes in the Project Area, including the Candlestick Point Activity Node.
3. The proposed Redevelopment Plan Amendment designates the Candlestick Point Activity Node as Zone 1, and the balance of the Project Area as Zone 2. Additionally, the Redevelopment Plan Amendment revises, among other things: the land uses within Zone 1 of the Project Area to facilitate the new development envisioned by the Conceptual Framework (Board of Supervisors Resolution No. 264-07 (May 15, 2007), Agency Commission Resolution No. 40-2007 (May 1, 2007) and Proposition G (the Jobs Parks and Housing Initiative, June 2008)); the limit on the amount of bonded indebtedness; and the development fees and exactions applicable to Zone 1. The Redevelopment Plan Amendment, however, does not change the boundaries of the Project Area.
4. Pursuant to Section 33457.1 of the CCRL, a proposed amendment to a redevelopment plan requires the preparation and public availability of reports and information that would otherwise be required for a redevelopment plan adoption "to the extent warranted" by the proposed amendment. The Agency has prepared a Report on the Plan Amendment for the Bayview Hunters Point Redevelopment Plan Amendment ("Report to the Board"). The Report to the Board conforms to the requirements of the CCRL, including, but not limited to, Sections 33457.1 and 33352 and includes an updated implementation plan.


5. On June 3, 2010, the Planning Commission certified, by Motion No. 18096, and the Agency certified, by Resolution No. 58-2010, the Final Environmental Impact Report for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project ("FEIR") as adequate, accurate, and objective and in compliance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.)("CEQA") and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq.)
6. The Agency Commission hereby finds that the Report to the Board is part of the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project for purposes of compliance with CEQA.
7. In Resolution No. 59-2010, adopted on June 3, 2010, the Agency Commission adopted findings that various actions related to the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project were in compliance with CEQA. These findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that:

1. Resolution No. 59-2010, adopted by the Agency Commission on June 3, 2010, sets forth the Agency's CEQA Findings for this action.
2. The Agency Commission hereby adopts the Report to the Board, which is provided with the Commission Memorandum accompanying this Resolution as Attachment 4.
3. The Executive Director is hereby authorized to transmit the Report to the Board to the Board of Supervisors in connection with its consideration of the proposed Redevelopment Plan Amendment.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

RESOLUTION NO. 64-2010

Adopted June 3, 2010

**APPROVING THE PROPOSED REDEVELOPMENT PLAN
AMENDMENT FOR THE BAYVIEW HUNTERS POINT
REDEVELOPMENT PROJECT AREA AND MAKING FINDINGS
UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT;
RECOMMENDING ADOPTION OF THE PROPOSED
REDEVELOPMENT PLAN AMENDMENT BY THE BOARD OF
SUPERVISORS; AND SUBMITTING THE AGENCY'S
RECOMMENDATION, INCLUDING THE PROPOSED
REDEVELOPMENT PLAN AMENDMENT, TO THE BOARD OF
SUPERVISORS; BAYVIEW HUNTERS POINT REDEVELOPMENT
PROJECT AREA**

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency"), the Planning Department ("Planning Department"), the Mayor's Office, and other Departments of the City and County of San Francisco ("City") have been working on a proposed redevelopment plan amendment for the Bayview Hunters Point Redevelopment Project Area ("Redevelopment Plan Amendment").
2. On May 23, 2006, the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approved and adopted, by Ordinance No. 113-06, the Bayview Hunters Point Redevelopment Plan ("Redevelopment Plan"), which expanded and renamed the Hunters Point Redevelopment Project Area (the "Bayview Hunters Point Redevelopment Project Area" or "Project Area"). The Redevelopment Plan established Activity Nodes in the Project Area, including the Candlestick Point Activity Node. In adopting the Redevelopment Plan, the Board of Supervisors acted pursuant to the California Community Redevelopment Law (Cal. Health and Safety Code Sections 33000 *et seq.*) ("CCRL").
3. In May 2007, the Board of Supervisors approved Resolution No. 264-07, endorsing a conceptual framework ("Conceptual Framework") for the integrated development for a portion of the Hunters Point Shipyard Redevelopment Project Area ("HPS Phase II") and the Candlestick Point Activity Node of the Project Area (together, the "Project Site"). The Conceptual Framework envisioned a major mixed-use project, including hundreds of acres of new and restored open space, thousands of new units of housing, including a robust affordable housing program, extensive job-generating retail and research and development space, permanent space for the artist colony that exists in the Hunters Point Shipyard ("Shipyard") and a site for a new stadium for the 49ers on the Shipyard (the "Project").

4. On June 3, 2008, the City's voters passed Proposition G, the Jobs Parks and Housing Initiative, which: (i) adopted policies for the revitalization of the Project Site; (ii) authorized the conveyance of City land under Recreation and Park jurisdiction within Candlestick Point in furtherance of the Project, provided that the transferred property is replaced with other property of at least the same acreage that will be improved and dedicated as public parks or open space in the Project; (iii) repealed Proposition D and Proposition F (June 1997) relating to prior plans for the development of a new stadium and retail entertainment project on Candlestick Point; and (iv) urged the City, the Agency, and all other governmental agencies with jurisdiction to proceed expeditiously with the Project.
5. The Agency, working with the Bayview Hunters Point Project Area Committee ("PAC"), has prepared the Redevelopment Plan Amendment and related documents consistent with the CCRL, the Conceptual Framework, and Proposition G. The Redevelopment Plan Amendment designates the Candlestick Point Activity Node as Zone 1, and the balance of the Project Area as Zone 2. Additionally, the Redevelopment Plan Amendment revises the land uses within Zone 1 of the Project Area to facilitate the new development envisioned by the Conceptual Framework and Proposition G, increases the limit on the amount of bonded indebtedness and establishes certain development fees and exactions applicable to Zone 1. The Redevelopment Plan Amendment, however, does not change the boundaries of the Project Area.
6. Over the past three years, more than 230 public meetings, workshops and presentations have been held on every aspect of the Project with the PAC, the Mayor's Citizens Advisory Committee for the Hunters Point Shipyard Redevelopment Project Area ("CAC"), Agency Commission, Planning Commission, Board of Supervisors and other City commissions and community groups.
7. The PAC has reviewed and considered the Redevelopment Plan Amendment on numerous occasions, including PAC meetings held on January 28, 2010, April 5, 2010, and April 22, 2010. On May 27, 2010, the PAC voted and recommended approval of the Redevelopment Plan Amendment by the Agency Commission and the Board of Supervisors.
8. Pursuant to Section 33457.1 of the CCRL, a proposed amendment to a redevelopment plan requires the preparation and public availability of reports and information that would otherwise be required for a redevelopment plan adoption "to the extent warranted" by the proposed amendment. The Agency has prepared the Report on the Plan Amendment for the Bayview Hunters Point Redevelopment Project Area ("Report to the Board") and the Agency Commission has approved, by Resolution No. 63-2010, the Report to the Board. The environmental document prepared in conjunction with the consideration of this proposed Redevelopment Plan Amendment has been included as part of the Report to the Board.

9. On May 6, 2010, the Agency transmitted the proposed Redevelopment Plan Amendment to the Planning Commission pursuant to Section 33346 of the CCRL for the Planning Commission's report and recommendation concerning the Redevelopment Plan Amendment and its conformity with the General Plan. On June 3, 2010, the Planning Commission certified, by Motion No. 18096, the Final Environmental Impact Report for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project ("Final EIR") and, by Resolutions Nos. 18098, 18099, and 18100, adopted amendments to the General Plan, Planning Code and Zoning Map. The Planning Commission also adopted Motion No. 18102, which found that the Redevelopment Plan Amendment was consistent with the General Plan as amended and further recommended approval of the Redevelopment Plan Amendment.
10. On June 3, 2010, the Agency Commission held a duly noticed public hearing on the Redevelopment Plan Amendment. In accordance with Section 33349 of the CCRL, the Agency published, once a week for four successive weeks beginning at least 30 days prior to the June 3, 2010 hearing, notice of the hearing in the San Francisco Chronicle, a newspaper of general circulation, printed, published and distributed in the City and County of San Francisco ("Notice"). A copy of the Notice and affidavit of publication are on file with the Agency. The Notice described the boundaries of the Project Area, provided a general statement of the scope and objectives of the Redevelopment Plan Amendment, and stated the day, hour and place when and where any interested persons may appear before the Agency Commission to comment on the Redevelopment Plan Amendment.
11. On May 4, 2010, the Agency mailed, by first class mail, the Notice to all residents and businesses and to the last known assessee or owner of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the City.
12. The Agency mailed by certified mail, return receipt requested, copies of the Notice to the governing body of each taxing agency that receives taxes from property in the Project Area.
13. The environmental effects of the Redevelopment Plan Amendment have been analyzed in the environmental documents, which are described in Resolution No. 59-2010. Copies of the environmental documents are on file with the Agency.
14. On June 3, 2010, after reviewing and considering the information contained in the Final EIR, the Agency Commission adopted Resolution No. 58-2010 and certified the Final EIR for the Project as adequate, accurate, and objective and in compliance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA") and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq.).
15. The Agency Commission hereby finds that the Redevelopment Plan Amendment is part of the Project for purposes of compliance with CEQA.
16. In Resolution No. 59-2010, adopted on June 3, 2010, the Agency Commission adopted findings that various actions related to the Project, including the

Redevelopment Plan Amendment, were in compliance with CEQA. Said findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein.

17. Staff finds and recommends that the Agency Commission adopt the findings required under Section 33457.1 of the CCRL and that the Agency submit these findings to the Board of Supervisors. These findings are explained in detail in the Report to the Board, are incorporated herein by reference, and include, but are not limited to, the following:
 - a) Significant blight (as described in the Report to the Board) remains within the Project Area, the redevelopment of which is necessary to effectuate the public purposes declared in the CCRL.
 - b) The remaining significant blight in the Project Area cannot be eliminated without the increase on the amount of bonded indebtedness from \$400 million to \$1.2 billion.
 - c) The Redevelopment Plan Amendment will redevelop the Project Area in conformity with the CCRL and is in the interests of the public peace, health, safety and welfare.
 - d) The adoption and carrying out of the Redevelopment Plan Amendment is economically sound and feasible as described in the Report to the Board.
 - e) The Redevelopment Plan Amendment, once effective, will be consistent with the City's General Plan, as amended, for the reasons stated in the General Plan and Priority Policy Consistency findings, as approved by the Planning Commission in Resolutions Nos. 18101 and 18102, which findings are incorporated herein by reference as though fully set forth herein.
 - f) The carrying out of the Redevelopment Plan Amendment will promote the public peace, health, safety and welfare of the community and effectuate the purposes and policies of the Redevelopment Law.
 - g) The Redevelopment Plan Amendment does not change the existing limitations on the condemnation of real property established in the Redevelopment Plan.
 - h) The Redevelopment Plan Amendment does not authorize the use of eminent domain to displace persons from residentially-zoned areas and legally occupied dwelling units and in other contexts. Nonetheless, if displacement occurs through other means, the Agency has a feasible method or plan for the relocation of families and persons displaced from the Project Area. There are, or shall be provided, in the Project Area or in other areas not generally less desirable in regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and persons displaced from the Project Area, decent, safe, and sanitary dwellings equal in number to the number of and available to the displaced families and persons and reasonably accessible to their places of employment.

i) Families and persons shall not be displaced prior to the adoption of a relocation plan pursuant to Sections 33411 and 33411.1 of the CCRL. Dwelling units housing persons and families of low or moderate income shall not be removed or destroyed prior to the adoption of a replacement housing plan pursuant to Sections 33334.5, 33413, and 33413.5 of the CCRL.

j) The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency.

k) The Project Area continues to be predominantly urbanized, as defined by Subdivision (b) of Section 33320.1 of the CCRL.

l) The implementation of the Redevelopment Plan Amendment will improve or alleviate the physical and economic conditions of the remaining significant blight that are described in the Report to the Board prepared pursuant to Sections 33457.1 and 33352 of the CCRL.


18. The Agency has provided an opportunity for all persons to be heard and has considered all evidence and testimony presented for or against any and all aspects of the proposed Redevelopment Plan Amendment.

RESOLUTION

ACCORDINGLY IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that:

1. Resolution No. 59-2010, adopted by the Agency Commission on June 3, 2010, provides the Agency's CEQA Findings for this action.
2. The Agency Commission hereby approves the proposed Bayview Hunters Point Redevelopment Plan Amendment, which is attached to the Commission Memorandum accompanying this Resolution and incorporated herein by this reference and recommends that the Board of Supervisors adopt the Redevelopment Plan Amendment.
3. The Executive Director is hereby directed to submit a copy of this Resolution, including the proposed Redevelopment Plan Amendment, to the Board of Supervisors for its consideration in acting on the adoption of the proposed Redevelopment Plan Amendment.

APPROVED AS TO FORM:


James B. Morales
Agency General Counsel

RESOLUTION NO. 65-2010

Adopted June 3, 2010

APPROVING THE CANDLESTICK POINT DESIGN FOR DEVELOPMENT FOR ZONE ONE OF THE BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT; BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

1. On May 23, 2006, the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approved and adopted, by Ordinance No. 113-06, the Redevelopment Plan for the Bayview Hunters Point Redevelopment Project ("Redevelopment Plan"), which expanded and renamed the Hunters Point Redevelopment Project Area (the "Bayview Hunters Point Redevelopment Project Area" or "Project Area"). The Redevelopment Plan established Activity Nodes in the Project Area, including the Candlestick Point Activity Node.
2. On May 27, 2007, the Board of Supervisors approved Resolution No. 264-07, endorsing a conceptual framework (the "Conceptual Framework") for the integrated development of Phase 2 of the Hunters Point Shipyard and the Candlestick Point Activity Node of the Bayview Hunters Point Redevelopment Project Area (together, the "Project Site"). The Conceptual Framework envisioned a major mixed-use project, including hundreds of acres of new and restored open space, thousands of new units of housing, including a robust affordable housing program, extensive job-generating retail and research and development space, permanent space for the artist colony that exists in the Hunters Point Shipyard ("Shipyard") and a site for a new stadium for the 49ers on the Shipyard (the "Project").
3. On January 28, 2009, the Bayview Hunters Point Project Area Committee ("PAC") and the Mayor's Hunters Point Shipyard Citizens Advisory Committee ("CAC") endorsed the Urban Design Plan for the Candlestick Point – Hunters Point Shipyard Phase 2 Development Project ("Urban Design Plan"). The Urban Design Plan provides a specific land use, street system, open space, and vertical development framework to guide the continued planning and design of the Project Site.
4. In October 2009, the State legislature approved and the Governor signed and filed with the Secretary of State Senate Bill Number 792 (Statutes 2009, Chapter 203) ("SB 792"). SB 792 provides for the reconfiguration of the Candlestick Point State Recreation Area ("CPSRA") and improvement of the State park lands, in connection with the development of the Project. SB 792 permits the exchange of certain former tide and submerged lands – or so-called public trust lands - within the Project Site and authorizes the conveyance of State park land on Candlestick Point to the Redevelopment Agency of the City and County of San Francisco

("Agency"), in exchange for cash and other consideration, including improvements to the CPSRA.

5. On June 3, 2010, the Agency approved and recommended for adoption, by Resolution No. 64-2010, a redevelopment plan amendment for the Bayview Hunters Point Redevelopment Project Area ("Redevelopment Plan Amendment").
6. The proposed Redevelopment Plan Amendment would establish Zone 1 over the Candlestick Point Activity Node where the Agency shall approve future projects pursuant to owner participation agreements and the proposed Disposition and Development Agreement (the "DDA") with CP Development Co., LP, a Delaware limited partnership ("Developer"), for the redevelopment of the Project Site.
7. In connection with the adoption of the Redevelopment Plan Amendment, the Agency and the Planning Department propose to adopt the Candlestick Point Design for Development ("Design for Development"), which provides a development vision and specific development controls and design guidelines for Zone 1 of the Project Area.
8. The Design for Development is a companion document to the Redevelopment Plan. The Redevelopment Plan Amendment establishes the basic land use standards for the Project Area. The Design for Development provides legislated development requirements and specific design recommendations that apply to all developments within Zone 1 of the Project Area. The Redevelopment Plan Amendment and the Design for Development provide the Agency with the primary authority to administer and enforce land use and development permits for any property or project in Zone 1 of the Project Area.
9. The Design for Development builds upon the objectives and designs of the Urban Design Plan. The overall concept of the Design for Development is that the Project Site will rejuvenate, and connect with, the existing Bayview Hunters Point neighborhood to create a vibrant mixed-use district that provides a major focal point to the shoreline area of southeast San Francisco.
10. The Agency shall utilize the Design for Development, along with the Redevelopment Plan Amendment, in project approval and design review for future improvements and developments in Zone 1.
11. In reviewing development proposals, the Agency will follow the design review procedure described within the Design Review and Document Approval Procedures, which is an attachment to the proposed DDA. The Agency will work cooperatively with the Planning Department in reviewing development proposals through procedures agreed to within a Planning Cooperation Agreement currently under consideration, but the Agency will have final authority to approve development proposals.
12. The environmental effects of the Design for Development have been analyzed in the environmental documents, which are described in Resolution No. 59-2010, adopted on June 3, 2010. Copies of the environmental documents are on file with the Agency.

13. On June 3, 2010, after reviewing and considering the information contained in the Final Environmental Impact Report ("Final EIR"), for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project ("CP-HPS II Project"), the Agency certified, by Resolution No. 58-2010, the Final EIR for the CP-HPS II Project as adequate, accurate, and objective and in compliance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.)("CEQA") and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq.). At a joint hearing on June 3, 2010, the Planning Commission also certified the Final EIR (Motion No. 18096).
14. The Agency hereby finds that the Design for Development is part of the CP-HPS II Project for purposes of compliance with CEQA.
15. On June 3, 2010, the Agency adopted, by Resolution No. 59-2010, findings that various actions related to the CP-HPS II Project including the Design for Development, are in compliance with CEQA. Said findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein.
16. The Design for Development has been the subject of extensive debate and discussion by the Bayview Hunters Point community, including a series of land use planning workshops held in 2008, and frequent workshops and updates with the PAC and the CAC.
17. The Design for Development was presented to the Agency Commission at a workshop on April 6, 2010.
18. On June 3, 2010, the Planning Commission approved the Design for Development (Motion No. 18104).

RESOLUTION

ACCORDINGLY IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that:

1. Resolution No. 59-2010, adopted by the Agency Commission on June 3, 2010, sets forth the Agency's CEQA Findings for this action.
2. The Candlestick Point Design for Development for Zone 1 of the Bayview Hunters Point Redevelopment Project Area is hereby approved, substantially in the form previously provided to the Commission with the modification attached to the Commission Memorandum accompanying this Resolution.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

RESOLUTION NO. 66-2010

Adopted June 3, 2010

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT FOR TRANSFER OF REAL ESTATE BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO AND THE CITY AND COUNTY OF SAN FRANCISCO FOR CERTAIN CITY PROPERTY AT CANDLESTICK POINT; BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency") has approved, by Resolution Nos: 64-2010 and 61-2010, the Bayview Hunters Point Redevelopment Plan Amendment and the Hunters Point Shipyard Redevelopment Plan Amendment, respectively. The approval of these redevelopment plan amendments culminates years of public discussion, negotiations, and various actions of the Agency and the City and County of San Francisco ("City") to bring about the revitalization of the Hunters Point Shipyard and Candlestick Point Activity Node (together, Candlestick Point and Phase 2 of the Hunters Point Shipyard are the "Project Site").
2. Official actions of the City and Agency have included, among others, approvals of: the Conceptual Framework for the integrated development of the Project Site (Board of Supervisors Resolution No. 264-07; Agency Resolution No. 40-2007); the Second Amended and Restated Exclusive Negotiations and Planning Agreement, covering the Project Site ("Phase 2 ENA"); the Bayview Jobs, Parks and Housing Initiative (Proposition G, June 3, 2008); and, concurrently with this Resolution, a Disposition and Development Agreement ("DDA") with CP Development Co., LP, a Delaware limited partnership ("Developer"), for the redevelopment of the Project Site (the "Project").
3. On June 3, 2008, the City's voters passed Proposition G, which: (i) adopted overarching policies for the revitalization of the Project Site; (ii) authorized the conveyance of the real property owned by the City at Candlestick Point under the jurisdiction of the City's Recreation and Park Department ("RecPark") provided that there is a binding commitment to replace the transferred property with other property of at least the same acreage that will be improved and dedicated as public parks or open space in the Project Site; and (iii) urged the City, the Agency and all other governmental agencies with jurisdiction to proceed expeditiously with revitalization of the Project Site.

4. Over the past several years, more than 230 public meetings, workshops and presentations have been held on every aspect of the Project. These public presentations have included meetings before the City Board of Supervisors ("Board of Supervisors"), the Agency Commission, the City's Planning Commission, other City commissions, the Mayor's Citizens Advisory Committee for the Hunters Point Shipyard Redevelopment Project Area, the Bayview Hunters Point Project Area Committee, and community groups.
5. The City's Planning Department and the Agency have undertaken a planning and environmental review process for the Project and provided for appropriate public hearings. On June 3, 2010, the Planning Commission certified, by Motion No. 18096, and the Agency certified, by Resolution No. 58-2010, the Final Environmental Impact Report for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project as adequate, accurate, and objective and in compliance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA") and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq.). The City's Planning Commission has determined, by Resolution 18101, that the Project, and the various actions being taken by the City and the Agency to approve and implement the Project, are consistent with the General Plan and with the Eight Priority Policies of City Planning Code Section 101.1.
6. The DDA that the Agency is considering concurrently with this Resolution authorizes, among other things, up to 10,500 residential units, of which 32% will be offered at below-market-rate rates, approximately 336 acres of new and improved public parks and open spaces, up to 885,000 square feet of regional and neighborhood-serving retail space, up to 255,000 square feet of new and renovated replacement space for the Hunters Point Shipyard artists and a new arts center, up to 2.65 million square feet of commercial light industrial, research and development and office space, and land and supporting infrastructure for a new football stadium for the San Francisco 49ers ("49ers"). Section 1.2.1 of DDA. If the 49ers do not choose to build a new stadium in the Project Site, the Project includes a preferred non-stadium alternative, which would shift 1,625 housing units from Candlestick Point to the stadium site, provide for an additional 500,000 square feet of research and development space on the stadium site, and provide for approximately 326 acres of new and improved parks and open space. Section 1.2.2 of DDA. The Project is consistent with the Conceptual Framework, Proposition G, and the Phase 2 ENA.
7. To implement the Project, the Agency, the City and Developer have negotiated, among other agreements, an Agreement for Transfer of Real Estate, dated as of June 3, 2010, by and between the City, acting by and through RecPark, and the Agency ("RecPark Land Transfer Agreement").
8. Under the RecPark Land Transfer Agreement, the City agrees to transfer to the Agency, at no cost, the City's interest in the real property at Candlestick Point, including the land currently leased to the 49ers, and the Agency agrees to accept

the same on an "As-Is With All Faults" condition. The Agency agrees to use and dispose of this property in furtherance of the Project and for no other purpose, and in accordance with the requirements of Proposition G, including the requirement that the property currently under the jurisdiction of RecPark ("RecPark Property") not be transferred for development until there is a binding commitment to create new public park or open space land areas at least equal in size to the portion of the RecPark Property to be conveyed or used for non-recreational purposes, as more particularly described in Proposition G.

9. Under the RecPark Land Transfer Agreement, the Agency covenants and agrees to convey the RecPark Property to Developer as and when required under the DDA, subject to satisfaction of the conditions of transfer set forth in the DDA, including the requirements of Proposition G.
10. Under the RecPark Land Transfer Agreement, the City has no obligation to convey, and the Agency has no obligation to accept, all or any part of the property currently leased to the 49ers before the 49ers' lease terminates or expires and the 49ers vacate the leased premises. Promptly following the 49ers' departure, the City will convey the leased premises to the Agency as contemplated by the RecPark Land Transfer Agreement.
11. Under the RecPark Land Transfer Agreement, the City agrees that it will not amend the City's existing lease with the 49ers to extend the term beyond the current outside termination date (May 2023), unless the extension is approved by the Agency, Developer, and the California Department of Parks and Recreation.
12. The Agency is not paying cash consideration to the City for the property transferred to the Agency under the RecPark Land Transfer Agreement. The Agency's covenant and agreement to use the RecPark Property for the development of the Project is valid and binding consideration for the City's conveyance of the RecPark Property.
13. The Agency Commission hereby finds that the RecPark Land Transfer Agreement is part of the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project for purposes of compliance with CEQA.
14. In Resolution No. 59-2010, adopted on June 3, 2010, the Agency Commission adopted findings that various actions related to the Candlestick Point - Hunters Point Shipyard Phase II Development Plan Project are in compliance with CEQA. These findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein.

RESOLUTION

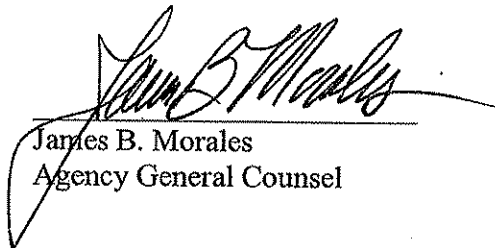
ACCORDINGLY, IT IS RESOLVED that Resolution No. 59-2010, adopted by the Agency Commission on June 3, 2010, sets forth the Agency's CEQA Findings for this action; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco approves of the RecPark Land Transfer Agreement, substantially in the form lodged with the Agency General Counsel; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco authorizes and urges its Executive Director, prior to execution, to make changes and take any and all steps, including but not limited to the attachment of exhibits and the making of corrections, as necessary or appropriate to consummate the RecPark Land Transfer Agreement; provided, however, that such changes and steps do not materially increase the burdens and responsibilities of the Agency or materially decrease the benefits to the Agency; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco authorizes its Executive Director to take all actions as needed, to the extent permitted under applicable law and the RecPark Land Transfer Agreement, to effectuate the Agency's performance under the RecPark Land Transfer Agreement.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

RESOLUTION NO. 67-2010

Adopted June 3, 2010

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PUBLIC TRUST EXCHANGE AGREEMENT BY AND AMONG THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO AND THE CITY AND COUNTY OF SAN FRANCISCO, THE CALIFORNIA STATE LANDS COMMISSION AND THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION IN FURTHERANCE OF THE CANDLESTICK POINT – HUNTERS POINT SHIPYARD PHASE II DEVELOPMENT PLAN PROJECT; HUNTERS POINT SHIPYARD AND BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREAS

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency") has approved, by Resolution Nos. 64-2010 and 61-2010, the Bayview Hunters Point Redevelopment Plan Amendment and the Hunters Point Shipyard Redevelopment Plan Amendment, respectively. The approval of these redevelopment plan amendments culminates years of public discussion, negotiations, and various actions of the Agency and the City and County of San Francisco ("City") to bring about the revitalization of the Hunters Point Shipyard and Candlestick Point Activity Node (together, Candlestick Point and Phase 2 of the Hunters Point Shipyard are the "Project Site").
2. Official actions of the City and Agency have included, among others, approvals of: the Conceptual Framework for the integrated development of the Project Site (Board of Supervisors Resolution No. 264-07; Agency Resolution No. 40-2007); the Second Amended and Restated Exclusive Negotiations and Planning Agreement, covering the Project Site ("Phase 2 ENA"); the Bayview Jobs, Parks and Housing Initiative (Proposition G, June 3, 2008); and, concurrently with this Resolution, a Disposition and Development Agreement ("DDA") with CP Development Co., LP, a Delaware limited partnership ("Developer"), for the redevelopment of the Project Site (the "Project").
3. On June 3, 2008, the City's voters passed Proposition G, which: (i) adopted overarching policies for the revitalization of the Project Site; (ii) authorized the conveyance of the real property owned by the City at Candlestick Point under the jurisdiction of the City's Recreation and Park Department ("RecPark") provided that there is a binding commitment to replace the transferred property with other property of at least the same acreage that will be improved and dedicated as public parks or open space in the Project Site; and (iii) urged the City, the Agency and all other governmental agencies with jurisdiction to proceed expeditiously with revitalization of the Project Site.

4. Over the past several years, more than 230 public meetings, workshops and presentations have been held on every aspect of the Project. These public presentations have included meetings before the City Board of Supervisors ("Board of Supervisors"), the Agency Commission, the City's Planning Commission, other City commissions, the Mayor's Citizens Advisory Committee for the Hunters Point Shipyard Redevelopment Project Area, the Bayview Hunters Point Project Area Committee, and community groups.
5. In 2009, the State legislature approved and the Governor signed and filed with the Secretary of State Senate Bill Number 792 ("SB 792"), providing for the reconfiguration of the Candlestick Park State Recreation Area ("CP State Park Recreation Area") and improvement of the State's park lands, in connection with the development of the Project Site. SB 792 permits the exchange of certain public trust lands and the reconfiguration and improvement of CP State Recreation Area, in furtherance of State public trust, park and redevelopment purposes.
6. The City's Planning Department and the Agency have undertaken a planning and environmental review process for the Project and provided for appropriate public hearings. On June 3, 2010, the Planning Commission certified, by Motion No. 18096, and the Agency certified, by Resolution No. 58-2010, the Final Environmental Impact Report for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project as adequate, accurate, and objective and in compliance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) ("CEQA") and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq.). The City's Planning Commission has determined, by Resolution No. 18101, that the Project, and the various actions being taken by the City and the Agency to approve and implement the Project, are consistent with the General Plan and with the Eight Priority Policies of City Planning Code Section 101.1.
7. The DDA that the Agency is considering concurrently with this Resolution authorizes, among other things, up to 10,500 residential units, of which 32% will be offered at below-market-rate rates, approximately 336 acres of new and improved public parks and open spaces, up to 885,000 square feet of regional and neighborhood-serving retail space, up to 255,000 square feet of new and renovated replacement space for the Hunters Point Shipyard artists and a new arts center, up to 2.65 million square feet of commercial light industrial, research and development and office space, and land and supporting infrastructure for a new football stadium for the San Francisco 49ers ("49ers"). Section 1.2.1 of DDA. If the 49ers do not choose to build a new stadium in the Project Site, the Project includes a preferred non-stadium alternative, which would shift 1,625 housing units from Candlestick Point to the stadium site, provide for an additional 500,000 square feet of research and development space on the stadium site, and provide for approximately 326 acres of new and improved parks and open space. Section 1.2.2 of DDA. The Project is consistent with the Conceptual Framework, Proposition G, and the Phase 2 ENA.

8. To implement the Project, the Agency, the City and Developer have negotiated, among other agreements, a title settlement, public trust exchange and boundary line agreement ("Public Trust Exchange Agreement") by and between the Agency, the California State Lands Commission ("State Lands"), the City acting by and through the Board of Supervisors and through the San Francisco Port Commission, and the California Department of Parks and Recreation ("State Parks").
9. The purpose of this Public Trust Exchange Agreement is to settle certain boundary and title disputes related to the common law public trust for commerce, navigation, and fisheries ("Public Trust"), and to establish and reconfigure the location of lands subject to the Public Trust and lands free of the Public Trust, through the conveyances, boundary line agreements, and disclaimers provided for in the Public Trust Exchange Agreement, in furtherance of the Project and the purposes of the Public Trust.
10. The Public Trust Exchange Agreement provides a mechanism for implementing the Public Trust exchange permitted under SB 792, and contemplates that the public trust exchange as described in the Public Trust Exchange Agreement ("Public Trust Exchange") will occur in phases upon the satisfaction of certain conditions and subject to the approval of the State Lands Commission. The lands to be included in the Public Trust Exchange lie within eight separate areas, and the parties to the Public Trust Exchange Agreement will effectuate the Public Trust Exchange through a series of conveyances of the lands within those areas, as provided in the Public Trust Exchange Agreement.
11. Following the Public Trust Exchange, the entire waterfront within the Project Site, as well as certain interior lands that have high Public Trust values, will be subject to the Public Trust. The Agency (or, for certain streets, the City) will hold all of the Public Trust lands outside of the CP State Park Recreation Area as trustee, in accordance with the statutory grant in SB 792. The lands that will be removed from the Public Trust under the Public Trust Exchange Agreement have been cut off from navigable waters, are no longer needed or required for the promotion of the Public Trust, and constitute a relatively small portion of the granted public trust lands within the City. The lands removed from the Public Trust, outside of the CP Park State Recreation Area, will be conveyed to the Agency.
12. Consistent with the requirements of SB 792, the Public Trust Exchange Agreement contains provisions to ensure that public access is provided to Public Trust lands and that views of the San Francisco Bay from certain Public Trust lands are protected.
13. The Agency Commission hereby finds that the Public Trust Exchange Agreement is part of the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project for purposes of compliance with CEQA.

14. In Resolution No. 59-2010, adopted on June 3, 2010, the Agency Commission adopted findings that various actions related to the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project were in compliance with CEQA. These findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein.

RESOLUTION

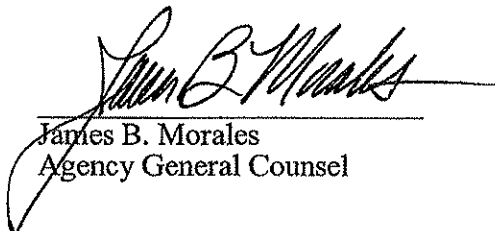
ACCORDINGLY, IT IS RESOLVED that Resolution No. 59-2010, adopted by the Agency Commission on June 3, 2010, sets forth the Agency's CEQA Findings for this action; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco approves of the Public Trust Exchange Agreement, substantially in the form lodged with the Agency General Counsel; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco authorizes and urges its Executive Director, prior to execution, to make changes and take any and all steps, including but not limited to the attachment of exhibits and the making of corrections, as necessary or appropriate to consummate the Public Trust Exchange Agreement; provided, however, that such changes and steps do not materially increase the burdens and responsibilities of the Agency or materially decrease the benefits to the Agency; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco authorizes its Executive Director to take all actions as needed, to the extent permitted under applicable law and the Public Trust Exchange Agreement, to effectuate the Agency's performance under the Public Trust Exchange Agreement.

APPROVED AS TO FORM:


James B. Morales
Agency General Counsel

RESOLUTION NO. 69-2010

Adopted June 3, 2010

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN CP DEVELOPMENT CO., LP AND THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO ("AGENCY"), AND AN INTERAGENCY COOPERATION AGREEMENT AND A TAX ALLOCATION AGREEMENT BETWEEN THE AGENCY AND THE CITY AND COUNTY OF SAN FRANCISCO, AND A COOPERATION AGREEMENT BETWEEN THE AGENCY AND THE PLANNING DEPARTMENT OF THE CITY AND COUNTY OF SAN FRANCISCO FOR THE DEVELOPMENT OF CANDLESTICK POINT AND PHASE 2 OF THE HUNTERS POINT SHIPYARD; BAYVIEW HUNTERS POINT AND HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREAS

BASIS FOR RESOLUTION

1. In July 1997, the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") adopted, by Ordinance No. 285-97, a Redevelopment Plan for the revitalization of the Hunters Point Shipyard Redevelopment Project Area ("Shipyard Redevelopment Plan"), and in June 2006 the Board of Supervisors, by Ordinance No. 113-06, adopted a Redevelopment Plan for the Bayview Hunters Point ("BVHP") Redevelopment Project Area, including land in Candlestick Point ("BVHP Redevelopment Plan"). The Candlestick Point Activity Node of the BVHP Redevelopment Project Area ("Candlestick Point") and the Hunters Point Shipyard Redevelopment Project Area ("Shipyard") are in close proximity to one another and make up the largest area of under-utilized land in the City and County of San Francisco ("City"). Over many years, the City and the Redevelopment Agency of the City and County of San Francisco ("Agency") have planned for the redevelopment of Candlestick Point and the Shipyard on parallel, but separate, paths.
2. In June 1997, San Francisco voters approved a plan for the redevelopment of Candlestick Point and the existing stadium (Propositions D and F). For several years following the adoption of Proposition F, the City worked with the San Francisco 49ers ("49ers") and its developer partner, the Mills Corporation, to pursue a plan for developing the stadium and adjoining entertainment retail shopping center project, but that plan proved to be economically and practically infeasible.
3. On March 30, 1999, after an extensive Request for Qualifications process, the Agency selected Lennar-BVHP, LLC ("Lennar") as the primary developer for the Shipyard.

4. On June 1, 1999, the Agency Commission approved, by Resolution No. 68-99, an Exclusive Negotiations Agreement with Lennar for the redevelopment of the Shipyard.
5. On December 2, 2003, the Agency Commission approved the first set of transaction documents, including the Disposition and Development Agreement Hunters Point Shipyard Phase 1 ("Phase 1 DDA") for a portion of the Shipyard identified as Parcel A-1 and Parcel B-1 (hereinafter collectively "Phase 1"). On that same day, the Agency Commission also approved the Amended and Restated Exclusive Negotiations Agreement (Phase 2, Hunters Point Shipyard) (herein referred to as the "HPS Phase 2 ENA"), which established the terms and conditions under which the Agency and Lennar would negotiate one or more agreements for the remainder of the Shipyard or portions thereof.
6. On March 31, 2004, the United States Department of the Navy ("Navy") and the Agency executed a conveyance agreement ("Conveyance Agreement"), which is the framework that sets forth the terms and conditions for the phased clean up and transfer of the Shipyard to the Agency. In accordance with the Conveyance Agreement, the Navy conveyed the first 75 acres of the Shipyard (Parcel A) to the Agency on December 3, 2004.
7. On April 5, 2005, the Agency transferred the non-public parcels within Parcel A to Lennar to construct the infrastructure improvements required under the Phase 1 DDA. On that same date, the Agency Commission approved the First Amendment to the Phase 1 DDA, which included technical corrections and changes that were necessary to clarify the intent of the Phase 1 DDA.
8. In the fall of 2005, the 49ers, after having conducted a competitive process for a new developer partner, selected Lennar Communities, Inc. to explore the feasibility of a new plan for development of a stadium in the context of a comprehensive mixed-use project at Candlestick Point.
9. Lennar Communities, Inc., working in cooperation with the 49ers and the City for over 18 months, created a preliminary plan for Candlestick Point that would provide for a world-class 49ers stadium and related mixed-use development, but the 49ers decided that the proposed plan did not fully meet its needs. On November 8, 2006, the 49ers announced that it would examine the feasibility of a new stadium in Santa Clara.
10. On December 5, 2006, the Agency Commission approved, by Resolution 159-2006, a First Amendment to the HPS Phase 2 ENA to: i) extend the term of the agreement for the period covering December 3, 2006 through December 31, 2007; and ii) modify existing and establish new terms and conditions under which the Agency and Lennar would continue to negotiate one or more disposition and development agreements for the balance of the Shipyard or portions thereof.
11. On February 13, 2007, the Board of Supervisors endorsed, by Resolution No. 59-07, the efforts of the City, the Agency, and Lennar to generate a conceptual

proposal for an integrated mixed-use development on Candlestick Point and the Shipyard, including a new 49ers stadium, and urged the Agency to amend its exclusive negotiations agreement with Lennar for the Shipyard to provide for an integrated redevelopment project on both Candlestick Point and the Shipyard. Combining and integrating the planning and redevelopment of Candlestick Point and the Shipyard presented the opportunity to create a more coherent overall plan, including, for example, a comprehensive public recreation and open space plan and an integrated transportation and transit plan. An integrated planning effort would also create efficiencies in the financing of infrastructure and development and expedite the revitalization of both areas.

12. On May 1, 2007, the Agency Commission endorsed, by Resolution No. 40-2007, a conceptual framework ("Conceptual Framework") to guide the City, the Agency, Lennar, and Lennar Communities, Inc. in planning for the integrated development of a portion of the Shipyard ("Phase 2 of the Shipyard") and the Candlestick Point Activity Node of the BVHP Redevelopment Project Area (together, the "Project Site"). The Conceptual Framework envisioned a major mixed-use project, including hundreds of acres of new and restored open space, thousands of new units of housing, including a robust affordable housing program, extensive job-generating retail and research and development space, permanent space for the artist colony that exists in the Shipyard, and a site for a new stadium for the 49ers on the Shipyard (the "Project"). On May 15, 2007, the Board of Supervisors approved Resolution No. 264-07, endorsing the Conceptual Framework.
13. Also, on May 1, 2007, the Agency and Lennar entered into a Second Amended and Restated Exclusive Negotiations and Planning Agreement, covering Phase 2 of the Shipyard and Candlestick Point (as amended, the "Phase 2 ENA"), which required, among other things, that Lennar bring on additional partners with expertise in retail, infrastructure and/or Research & Development/Biotech, as well as additional equity partners with the financial capacity to ensure that the development of the Project Site could expeditiously proceed through all predevelopment and development phases notwithstanding fluctuations in the marketplace (the "Partner Requirement") and to form one or more new joint ventures with such new partners.
14. On June 3, 2008, the City's voters passed Proposition G, the Jobs Parks and Housing Initiative, which: (i) adopted policies for the revitalization of the Project Site; (ii) authorized the conveyance of City land under Recreation and Park jurisdiction within Candlestick Point in furtherance of the Project, provided that the transferred property is replaced with other property of at least the same acreage that will be improved and dedicated as public parks or open space in the Project; (iii) repealed Proposition D and Proposition F (June 1997) relating to prior plans for the development of a new stadium and retail entertainment project on Candlestick Point; and (iv) urged the City, the Agency and all other governmental agencies with jurisdiction to proceed expeditiously with the Project.

15. On August 19, 2008, the Agency Commission approved, by Resolution No. 86-2008, certain actions related to Lennar's satisfaction of the Partner Requirement under the Phase 2 ENA to bring on additional partners with experience and financial capabilities beneficial to the development of the Project Site and assigning and amending certain rights and obligations under the Phase 1 DDA and the Phase 2 ENA to add new partners. As a result, the Phase 2 ENA was amended to provide, among other things, the assignment of all rights and obligations of Lennar under the Phase 2 ENA to subsidiaries of a new joint venture, whose members include Scala Real Estate Partners, LP, Hillwood Development Company, LLC, Estein Management Corporation, and Lennar Corporation. Specifically, one newly formed Delaware limited partnership ("HPS Developer") acquired all rights and obligations of Lennar under the Phase 2 ENA related to the Shipyard and another newly formed Delaware limited partnership ("CP Developer") acquired all rights and obligations related to Candlestick Point.
16. On October 27, 2008, the Agency Commission endorsed, by Resolution No. 130-2008, the Project's Finance Plan, which included a summary of the sources and uses of funds, a cash flow proforma analysis, a description of the proposed transaction structure, a description of the Project, and the key financial terms for a new 49ers stadium. On November 25, 2008, the Board of Supervisors endorsed, by Resolution No. 494-08, the Finance Plan.
17. On April 6, 2010, the Agency Commission authorized, by Resolution No. 32-2010, a Second Amendment to the Phase 2 ENA with HPS Development Co., LP and CP Development Co., LP, to, among other things, consent to the assignment of all of the HPS Developer's rights, title, interest and obligations under the Phase 2 ENA to the CP Developer ("Developer").
18. Over the past three years, more than 230 public meetings, workshops and presentations have been held on every aspect of the Project. These public presentations have included meetings before the Agency Commission, the City's Planning Commission, the Board of Supervisors, other City commissions, the Mayor's Citizens Advisory Committee for the Hunters Point Shipyard Redevelopment Project Area ("CAC"), the BVHP Project Area Committee ("PAC"), and community groups.
19. The City's Planning Department and the Agency have undertaken a planning and environmental review process for the Project and provided for appropriate public hearings. The City's Planning Commission determined, by Resolution No. 18101, that the Project, and the various actions being taken by the City and the Agency to approve and implement the Project, are consistent with the General Plan and with the Eight Priority Policies of City Planning Code Section 101.1.
20. On June 3, 2010, the Planning Commission certified, by Motion No. 18096, and the Agency certified, by Resolution No. 58-2010, the Final Environmental Impact Report for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project as adequate, accurate, and objective and in compliance with the California Environmental Quality Act (California Public Resources Code Sections

21000 et seq.)("CEQA") and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq.).

21. Concurrently with this Resolution, the Agency is considering a number of actions in furtherance of the Project, including the approval of amendments to the Shipyard Redevelopment Plan and the BVHP Redevelopment Plan (together the "Redevelopment Plan Amendments"), and certain agreements for the transfer of real property. The BVHP Redevelopment Plan Amendment establishes Zone 1 and Zone 2 of the BVHP Redevelopment Project Area; Zone 1 is Candlestick Point.
22. The Agency has negotiated a Disposition and Development Agreement ("DDA") with the Developer for the redevelopment of the Project Site. The DDA has numerous exhibits and attachments, including, among others, the Schedule of Performance, Financing Plan, Below-Market-Rate Housing Plan, Phasing Plan, Design Review and Document Approval Procedure, Community Benefits Plan, Infrastructure Plan, Parks and Open Space Plan, and Transportation Plan.
23. As authorized in the DDA, the Project includes up to 10,500 residential units (of which 32% will be offered at below-market-rate ("BMR") and includes both Affordable Units (as defined in the DDA) meeting the standard of affordability under the California Community Redevelopment Law and Workforce Units (as defined in the DDA) having other eligibility standards), approximately 336 acres of new and improved public parks and open spaces, up to 885,000 square feet of regional and neighborhood-serving retail space, up to 255,000 square feet of new and renovated replacement space for the Shipyard artists and a new arts center, up to 2.65 million square feet of commercial light industrial, research and development and office space, and land and supporting infrastructure for a new football stadium for the 49ers. If the 49ers do not choose to build a new stadium in the Project Site, the Project includes a preferred non-stadium alternative, which would shift up to 1,625 housing units from Candlestick Point to the stadium site, provide for an additional 500,000 square feet of research and development space on the stadium site, and provide for approximately 326 acres of new and improved parks and open space. The Project is consistent with the Conceptual Framework, Proposition G, and the Phase 2 ENA.
24. The DDA gives the Developer the right to develop the Project in four (4) Major Phases (as defined in the DDA), and within each Major Phase, in a series of Sub-Phases (as defined in the DDA). More particularly, the DDA establishes the linkages between the Developer's build-out of Major Phases and Sub-Phases, and the Developer's obligations to complete the parks, transportation and other infrastructure required for that build-out, and to deliver affordable housing parcels and other public benefits corresponding to that build-out. The Major Phases and Sub-Phases are designed to ensure that the Developer satisfies its public benefit obligations regarding parks, affordable housing, and other community benefits proportionately along with the construction of market rate development.

25. The DDA provides for the horizontal land development of the Project to be built out over approximately 20 years, with vertical development occurring during that period and beyond. The DDA establishes outside dates for horizontal development in a Schedule of Performance, which is attached to the DDA. The Schedule of Performance may be extended due to events outside of the Developer's control like acts of war, natural disasters, litigation, and adverse economic conditions. In addition, the Developer has certain discretionary extension rights that cumulatively cannot exceed six (6) years.
26. As more particularly described in the DDA, the Developer will build significant public infrastructure, and then it will recover its private investment through an allocation of the property tax increment generated by the Project, special taxes imposed on the market development parcels, and proceeds from the sale of finished lots.
27. The first Major Phase of the Project includes the rebuilding of the Alice Griffith Housing Development (or the payment of a subsidy for such rebuilding), together with the development of approximately 1,800 residential units on 120 acres and improved land and subsidies to the Agency for BMR residential units, approximately 36 acres of parks and open space, and the renovation and construction of new replacement studios for the Shipyard artists.
28. The DDA reserves certain property at the Shipyard for the potential development of a new stadium for the 49ers, if the 49ers choose to locate a new stadium on this site in a timely manner. If certain conditions are met regarding agreements with the 49ers and the National Football League, the Developer must build significant infrastructure for the new 49ers stadium and contribute \$100,000,000 toward the cost of constructing the stadium. If these conditions are not met by specified dates, then the Developer may proceed with the non-stadium alternative as described in the DDA.
29. In addition to the DDA, the Agency has negotiated: (i) an Interagency Cooperation Agreement between the Agency and the City ("ICA"), (ii) a Tax Allocation Pledge Agreement between the Agency and the City ("Tax Allocation Agreement"), and (iii) a Planning Cooperation Agreement between the Agency and the City's Planning Department ("Planning Cooperation Agreement").
30. The purpose of the ICA is to establish procedures between the City and the Agency for interdepartmental coordination related to the implementation of the Project. The ICA provides for cooperation between the City and the Agency in administering the process for control and approval of subdivisions, and all other applicable land use, development, construction, improvement, infrastructure, occupancy and use requirements and in establishing the policies and procedures relating to such approvals and other actions. The ICA further commits City departments that consent to become a part of the ICA to perform and maintain certain services as set forth in specified mitigation measures, subject to appropriation. The Developer and its successors under the DDA are third party beneficiaries of the ICA.

31. The purpose of the Tax Allocation Agreement is to provide for the irrevocable pledge of all net available tax increment from the Project Site for the purposes of financing or refinancing the construction of public infrastructure and certain other public improvements on the Project Site. As set forth in the Financing Plan attached to the DDA, the Agency will incur specific obligations to finance certain costs of the Project, including the pledge of tax increment from the Project Site for public improvements and affordable housing purposes, subject to the approval of the Board of Supervisors. Tax increment from the Project Site or the proceeds of bonds secured by a pledge of tax increment will be used to make payments on indebtedness of the Agency to pay or otherwise reimburse directly the costs of public infrastructure or other public improvements. In a separate resolution, the Agency is making benefit findings for the infrastructure and other Agency expenditures under Sections 33445 and 33445.1 of the California Community Redevelopment Law.
32. As set forth in the Financing Plan, the Agency also intends to establish one or more community facilities districts ("CFDs"), which may include improvement areas and tax zones for the Project Site under the Mello-Roos Community Facilities Act of 1982, as amended. CFD bond proceeds will also be used to finance public improvements constructed as part of the Project.
33. The Financing Plan contemplates that all of the Housing Increment (as defined in the Financing Plan) produced by development on the Project Site will be used in the Project Site for the development of Affordable Housing on the Project Site, including one-for-one replacement of housing in the Alice Griffith Housing Development ("Alice Griffith Replacement Units"). The Financing Plan acknowledges that the Agency will use the Housing Increment produced by development outside of the Project Site to meet its obligations under the BMR Housing Plan with respect to the Alice Griffith Replacement Units ("Housing Advance"). If the Project Site generates any net available tax increment that exceeds the amount allocated to pay for public infrastructure and other public improvements, then such Excess Increment (as defined in the Financing Plan) will be used first to repay the Agency for the Housing Advance and then to the Developer to pay for or reimburse Developer for constructing public improvements.
34. Under the Financing Plan, the Agency will use only tax increment that is generated from the Project Site to finance the Project, except to the extent that the Agency uses Housing Increment from outside the Project Site to finance the Alice Griffith Replacement Units. In other words, the Agency will not use tax increment from Zone 2 of the BVHP Redevelopment Project Area and any other redevelopment project area for development in the Project Site except for the Alice Griffith Replacement Units.
35. The dedication of Housing Increment and Excess Increment as provided in the Financing Plan is essential to the financing of affordable housing on the Project Site, including the Alice Griffith Replacement Units, and complies with the

requirements of the California Community Redevelopment Law and the requirements of the Redevelopment Plan Amendments regarding the use of tax increment revenues for affordable housing.

36. The purpose of the Planning Cooperation Agreement is to define the roles of the Agency staff and the City's Planning Department staff in the implementation of the Project under the DDA to ensure that all development in the Project Site is in accordance with the Shipyard Redevelopment Plan and the BVHP Redevelopment Plan and related documents. Design controls governing the Project are set forth in the respective Design for Development for the Candlestick Site and the Shipyard Site attached to the DDA. Under the Redevelopment Plan Amendments and the Designs for Development, the Agency has final land use authority for development with the Project Site.
37. The Agency and the Planning Department previously entered into a delegation agreement dated as of September 19, 2006 to define the roles of the respective parties in the implementation of the BVHP Redevelopment Plan ("BVHP Delegation Agreement"). As the Planning Cooperation Agreement will govern the roles of the Agency and the Planning Department for the entire Project Site, the BVHP Delegation Agreement is being revised to delete Candlestick Point from the BVHP Delegation Agreement. Nothing in the Planning Cooperation Agreement changes the roles of the Agency staff or the Planning Department staff within Zone 2 of the BVHP Redevelopment Plan (i.e., the area not covered by the DDA). Development in Zone 2 will continue to be governed by the San Francisco Planning Code under the BVHP Redevelopment Plan Amendment and the existing terms of the BVHP Delegation Agreement.
38. The CAC , at its meeting of May 24, 2010, and the PAC, at its meeting of May 27, 2010, have reviewed and endorsed the DDA.
39. The Agency Commission hereby finds that the DDA, ICA, Tax Allocation Agreement, and Planning Cooperation Agreement are part of the Candlestick Point - Hunters Point Shipyard Phase II Development Plan Project for purposes of compliance with CEQA.
40. In Resolution No. 59-2010, adopted on June 3, 2010, the Agency Commission adopted findings that various actions related to the Candlestick Point - Hunters Point Shipyard Phase II Development Plan Project were in compliance with CEQA. These findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein.

RESOLUTION

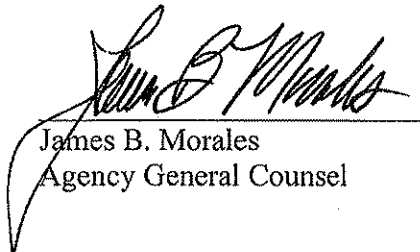
ACCORDINGLY, IT IS RESOLVED that Resolution No. 59-2010, adopted by the Agency Commission on June 3, 2010, sets forth the Agency's CEQA Findings for this action; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco approves the DDA, the ICA, the Tax Allocation Agreement, and the Planning Cooperation Agreement ("Agreements"), substantially in the form lodged with the Agency General Counsel; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco authorizes its Executive Director, prior to execution, to make changes and take any and all steps, including but not limited to the attachment of exhibits and the making of corrections, as necessary or appropriate to consummate the Agreements; provided, however, that such changes and steps do not materially increase the burdens and responsibilities of the Agency or materially decrease the benefits to the Agency; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco authorizes its Executive Director to take all actions as needed, to the extent permitted under applicable law and under these Agreements, to effectuate the Agency's performance under the Agreements, including amending the existing BVHP Delegation Agreement to remove Candlestick Point.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

RESOLUTION NO. 70-2010

Adopted June 3, 2010

**MAKING FINDINGS PURSUANT TO SECTIONS 33445 AND
33445.1 OF THE CALIFORNIA COMMUNITY
REDEVELOPMENT LAW FOR THE FUNDING OF
INSTALLATION AND CONSTRUCTION OF PUBLIC
IMPROVEMENTS RELATED TO THE HUNTERS POINT
SHIPYARD REDEVELOPMENT PROJECT AREA;
HUNTERS POINT SHIPYARD REDEVELOPMENT
PROJECT AREA**

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency") has adopted, by Resolution No. 61-2010, an amendment to the Hunters Point Shipyard Redevelopment Plan ("Redevelopment Plan Amendment") to implement the Candlestick Point Hunters Point Shipyard Phase 2 Project (the "Project") and has recommended that the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approve the Redevelopment Plan Amendment.
2. The Redevelopment Plan Amendment provides for a development program for Phase 2 of the Hunters Point Shipyard Redevelopment Project Area ("Shipyard" or "Project Area") that includes up to 2,650 residential units, 125,000 square feet of neighborhood retail space, 255,000 square feet of artists space, 50,000 square feet of community uses, 2,500,000 square feet of research and development and office space, and a 69,000 seat National Football League stadium (the "Stadium Alternative").
3. The Hunters Point Shipyard Redevelopment Plan provides that, in the event the 49ers elect not to relocate to the Shipyard, up to 1,625 additional residential units (transferred from the Bayview Hunters Point Redevelopment Project Area) and between 500,000 and 2,500,000 additional square feet of research and development and office uses may be developed in the location that had been reserved for the stadium while the remainder of the development program remains unchanged (the "Non-Stadium Alternative").
4. The Agency has approved, by Resolution No. 69-2010, a Disposition and Development Agreement between CP Development Co., LP and the Agency ("DDA") for the development of the Project upon Phase 2 of the Project Area and the Candlestick Point Activity Node of the Bayview Hunters Point Redevelopment Project Area (together, the "Project Site"). As set forth in the Financing Plan attached to the DDA, the Agency will have financial obligations

to finance certain costs of the Project, including the pledge of tax increment from the Project Site for public improvements and affordable housing purposes, subject to the approval of the Board of Supervisors. Tax increment from the Project Site or the proceeds of bonds secured by a pledge of tax increment will be used to make payments on indebtedness of the Agency to pay or otherwise reimburse directly the costs of public infrastructure or other public improvements.

5. The public improvements for which payment of costs by the Agency are proposed to be authorized pursuant to the findings herein are part of the Agency's redevelopment program for the Project Area.
6. Section 33445 of the California Health and Safety Code authorizes a redevelopment agency, with the consent of the legislative body, to pay for the costs of certain public improvements if the legislative body determines that: 1) the public improvements benefit the project area; 2) no other reasonable means of financing the improvements are available to the community, and 3) payment for the improvements will assist in the elimination of blight in the project area and is consistent with the implementation plan.
7. Section 33445.1 of the California Health and Safety Code authorizes a redevelopment agency, with the consent of the legislative body, to pay for the costs of certain public improvements if the legislative body determines that: (1) the public improvements are of primary benefit to the project area, and the public improvements benefit the project area by helping to eliminate blight within the project area, or will directly assist in the provision of housing for low- or moderate-income persons; (2) no other reasonable means of financing the acquisition of the public improvements are available to the legislative body including, but not limited to, general obligation bonds, revenue bonds, special assessment bonds, or bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5 (commencing with Section 53311)) of Part 1 of Division 2 of Title 5 of the Government Code); (3) the payment of funds for the public improvements is consistent with the implementation plan; and (4) each public improvement is provided for in the redevelopment plan.
8. Both the proposed Redevelopment Plan Amendment and the findings of this Resolution will be considered for adoption by the Board of Supervisors.

RESOLUTION

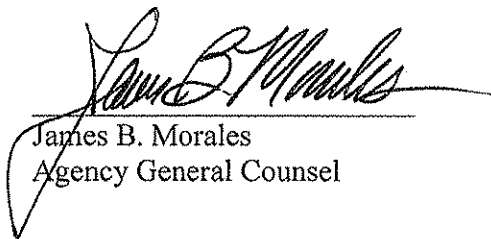
NOW THEREFORE BE IT RESOLVED that the Agency hereby adopts the findings contained in Attachment A.

IT IS FURTHER RESOLVED that the Agency hereby proposes that the Board of Supervisors adopt the findings contained in Attachment A.

IT IS FURTHER RESOLVED that the Agency, based on the findings in Attachment A, hereby seeks the Board of Supervisors' consent to fund the public improvements listed in Attachment B in the event that the Stadium Alternative is implemented.

IT IS FURTHER RESOLVED that the Agency, based on the findings in Attachment A, hereby seeks the Board of Supervisors' consent to fund the public improvements in Attachment C in the event that the Non-Stadium Alternative is implemented.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

**FINDINGS OF BENEFIT
HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA
STADIUM AND NON-STADIUM ALTERNATIVES
(Health & Safety Code § 33445)**

SUBJECT IMPROVEMENTS:

The substantial majority of the development program remains consistent between the Stadium Alternative and the Non-Stadium Alternative. While the Non-Stadium Alternative results in residential, research and development and office uses being developed in the location of the planned stadium, comparable infrastructure, public facilities, utilities, parks and open space, and related improvements are required to serve such development as would be required to serve the stadium. Thus, the findings below apply to both the Stadium Alternative and the Non-Stadium Alternative.

The intent of the following findings is to make two sets of findings, one of which applies in the event that the Stadium Alternative is developed, and the other of which applies if the Non-Stadium Alternative is developed. "Subject Improvements," as used below, means the Stadium Alternative Public Improvements (Attachment B, Schedule 1) in the event of the Stadium Alternative is developed, and the Non-Stadium Public Improvements (Attachment C, Schedule 1) in the event the Non-Stadium Alternative is developed.

I. FINDINGS OF BENEFIT

The Redevelopment Agency of the City and County of San Francisco proposes to pay for the Subject Improvements that will benefit the Project Area of the Hunters Point Shipyard Redevelopment Plan ("Project Area") and help to eliminate blight within the Project Area in that:

- A. The Subject Improvements will be located in the Project Area.
- B. Nearly all public utility systems in the Project Area, including stormwater, sewer, water, electrical and gas systems, were installed during World War II. Based on their age as well as the maintenance of the infrastructure, the systems require upgrading and replacement. Insufficient public utilities would cause unsafe and unsanitary conditions for the building occupants, which the Subject Improvements will remedy. Public infrastructure inadequacies that will be remedied by these Subject Improvements include inadequate and obsolete water and sewer utilities and non-existent gas services.
- C. The Subject Improvements will remedy substandard and exposed electrical wiring, substandard aboveground water pipes, and the current lack of utilities that causes reliance upon portable toilets.
- D. Water utility improvements will benefit the project area by remedying insufficient water service for residential uses and for fire fighting. Storm water drainage and

ATTACHMENT A

Page 1 of 9

sewer improvements will bring the drainage system into compliance with current design and environmental standards.

- E. The Subject Improvements will remedy inadequate roads and circulation, including missing or damaged curbs and sidewalks, deteriorated streets, and insufficient parking. The Subject Improvements will benefit the Project Area by eliminating unsafe conditions and integrating the Project Area into the broader Bayview street grid and streetscape. This will transform the existing isolation of the Project Area's streetscape, which resulted from its previous military uses, into an urban streetscape that is an integral part of San Francisco. This will facilitate greater circulation for pedestrians, bicyclists, and automobiles, and access to neighborhood serving businesses, recreation sites, and waterfront access sites for enjoyment of the Bay.
- F. The Subject Improvements will create community and regional parks, open spaces, destinations and gathering places that will directly benefit the quality of life for residents of the Project Area. In addition to benefitting the quality of life, these park and open space improvements will attract visitors, which will improve the economic viability of the commercial elements of the redevelopment program. The Subject Improvements include shoreline improvements that will protect both the perimeter of the new open spaces as well as the perimeter of the development.
- G. Deficiencies in public infrastructure and facilities contribute to blight in the Project Area. The Subject Improvements, including the facilities themselves and the associated construction required to provide them, will assist in eliminating blight by eliminating unsafe conditions, improving public safety, establishing and improving upon utility service, providing for recreational opportunities and thereby enhancing the quality of life in the community, facilitating development, integrating the Project Area into the broader San Francisco economy, and establishing utilities that conform with current design standards.
- H. The Subject Improvements will act as a catalyst providing an incentive for private investment, thereby contributing to the removal of economic blight.
- I. In light of the findings above, the Subject Improvements will primarily benefit the Project Area.

II. NO OTHER MEANS OF FINANCING

The City faces substantial fiscal challenges in light of substantially reduced tax revenues and challenging economic conditions created by the ongoing recession. Several budget-related documents confirm the breadth and depth of the City's fiscal challenges. Based on the conclusions of those documents, including those specifically summarized below, no other reasonable means of financing the Subject Improvements are available to the community aside from payment of the costs of the Subject Improvements by the Agency.

ATTACHMENT A

Page 2 of 9

A. City's Three-Year Budget Projection for General Fund Supported Obligations FY 2010-11 through 2012-13

According to the Three-Year Budget Projection for General Fund Supported Obligations FY 2010-11 through 2012-13 (published April 2, 2010 by the Controller's Office, Mayor's Office, and Board of Supervisors Budget Analyst):

1. Projected shortfalls in General Fund revenues compared to expenditures over the next three years are \$483 million in FY 2010-11, \$712 million in FY 2011-12, and \$787 million in FY 2012-13.
2. Due to the State's severe budget shortfall, the City expects significant cuts in State funding. While the City's budgeting assumed a reduction of \$58 million, the Three Year Budget Projection notes that it is possible the final State budget could contain significantly more reductions in funding to the City than were assumed.

B. Budget Year 2010 - 2011
City & County of San Francisco Mayor's Office Instructions &
Controller's Technical Instructions

In order to implement each year's budget, the Controller releases technical instructions designed to conform departmental spending and budgeting to the Citywide budget. The instructions released in connection with the 2010-2011 Citywide budget reveal the significant fiscal challenges faced by the City and illustrate why alternative sources of funding are not available for the substantial program of improvements, infrastructure, utilities, public facilities, parks and open space, and related public improvements that are the subject of this resolution. Among the findings included in the Controller's Technical Instructions are the following:

1. The Mayor's Budget Office projects a \$522.2 million shortfall for FY 2010-11, assuming current spending levels and estimated revenue shortfalls. The Budget Office has required all departments to submit plans to reduce their General Fund spending in the current year by 3.9 percent in order to address the FY 2009-10 revenue shortfall. If all of these mid-year adjustments are annualized, the deficit would be reduced by approximately \$56.3 million, leaving a budget shortfall of \$465.9 million.
2. The Budget Office has instructed departments to submit budget requests for FY 2010-11 that reflect at least a 20 percent reduction in General Fund support. Of the 20 percent reductions proposed, at least 15 percent should be ongoing, and no more than 5 percent should be one-time in nature.
3. The Budget Office has instructed departments to submit a prioritized contingency plan with their budget submission equal to 10 percent of their reduced General Fund base. The Budget Office anticipates that it will need

ATTACHMENT A

some or all of the departmental contingency reductions in order to balance the citywide deficit.

C. City and County of San Francisco
Capital Plan Fiscal Years 2011-2020
Executive Summary

The City's ten-year Capital Plan is designed to identify and budget for necessary long-term capital improvements, including the categories of infrastructure, roadway, utility, public facility, and park and open space improvements that are the subject of these findings. The City's most recent Capital Plan for Fiscal Years 2011-2020 concluded the following:

1. For each of the last four years, the CPC has approved and the Mayor and Board have adopted the policy to increase General Fund commitments ten percent per year to eventually meet annual capital needs. However, a FY 2009-2010 revenue shortfall of \$438 million resulted in drastic cuts to the capital budget for the second year in a row, as the chart below illustrates.
2. The decision to underfund the City's annual renewal needs has long-term effects. The 2011-2020 Capital Plan defers \$183 million more annual needs than last year (a 33 percent increase).
3. Continued General Fund (GF) deficits and decreased investments in capital will increase the City's already large backlog of routine repair and renewal needs. Last year's reduced capital budget alone deferred the point when investments catch up to annual needs by two more years. Even assuming the City invests \$67 million in FY 2011 and increases that amount to \$165 million by FY 2020 as the City's Capital Plan recommends, the City will still not meet the annual renewal needs until 2025. Not only does this prevent the City from maintaining its infrastructure in a state of good repair but it makes those same repairs more expensive in the future as construction costs increase and small preventative repairs become larger and more expensive replacements.

III. CONSISTENCY WITH THE IMPLEMENTATION PLAN

- A. The payment of funds for the Subject Improvements is consistent with the Implementation Plan for the Hunters Point Shipyard Redevelopment Plan, adopted pursuant to Health & Safety Code section 33490, as updated by Resolution No. _____. See *Hunters Point Shipyard Redevelopment Project Area Five Year Implementation Plan*, (May 2010 Update). The public improvements provided for in the updated Implementation Plan include, but are not limited to:
 1. Public open spaces including parks, plazas, habitat restoration, sports facilities and playgrounds.

ATTACHMENT A

Page 4 of 9

2. Facilities in parks such as tables, waste receptacles, signage, landscaping, market stalls and maintenance facilities.
3. Public roadways and other walkways, roadways, lanes, and connectors.
4. Medians, curbs, bulb-outs, and gutters.
5. Sidewalks, street trees, landscaping, and street furnishings.
6. Street, sidewalk, and park lighting.
7. Traffic signals, control centers, street signage, and pavement striping.
8. Parking meters.
9. Potable water distribution and fire suppression facilities.
10. Reclaimed water facilities and irrigation distribution.
11. Sanitary sewer facilities and pump stations.
12. Storm drains, storm water sewer, treatment and conveyance facilities.
13. Natural gas, electric, telephone and telecommunication facilities.
14. Utilities and utility relocation.
15. Muni light rail/bus/transit facilities, cantenary wires, communication facilities, transit stops and markings, poles, eyebolts, and substations as needed and related improvements.
16. Bridges, trails, and staircases.
17. Improvements to existing roadways, streetscapes and utilities.

B. The Subject Improvements are also consistent with the goals and objectives of the Implementation Plan, including but not limited to:

1. Foster employment, business, and entrepreneurial opportunities in the rehabilitation, construction, operations, and maintenance of facilities in the Project Area.
2. Stimulate and attract private investments, thereby improving the City's economic health, tax base, and employment opportunities;
3. Provide for the development of economically vibrant and environmentally sound districts for mixed use cultural, recreation, educational and arts, research, and training, and housing uses.
4. Provide for infrastructure improvements, including streets and transportation facilities, open space and recreation areas, and utilities for water, sewer, gas and electricity.
5. Remove conditions of blight in the form of buildings, site improvements, and infrastructure systems which are substandard and serve as impediments to land development.

ATTACHMENT A

Page 5 of 9

**FINDINGS OF PRIMARY BENEFIT
HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA
STADIUM AND NON-STADIUM ALTERNATIVES
(Health & Safety Code § 33445.1)**

PUBLIC IMPROVEMENTS OUTSIDE THE PLAN AREA:

The following findings apply to the construction of the improvements to Innes Avenue and Hunters Point Boulevard street improvements (“**Innes Street Improvements**”), that extend outside of the Hunters Point Shipyard Redevelopment Project Area, as listed in Attachments B and C, Schedule II.

I. FINDINGS OF PRIMARY BENEFIT AND ELIMINATION OF BLIGHTING CONDITIONS

The public improvements are of primary benefit to Project Area in that:

- A. The Innes Street Improvements will provide access to the Hunters Point Shipyard Project Area, and will assist in eliminating blight in the Project Area. The Innes Street Improvements will allow for improved transit service, including fewer interruptions, thus benefitting new residents of the Project Area by facilitating access to neighborhood services, access to broader city services and new and existing job centers, and access to recreational opportunities.
- B. The Innes Street Improvements will act as a catalyst providing an incentive for private investment in the Project Area, thereby contributing to the removal of economic blight.

II. NO OTHER MEANS OF FINANCING

The City faces substantial fiscal challenges in light of substantially reduced tax revenues and challenging economic conditions created by the recent deep recession. Several budget-related documents confirm the breadth and depth of the City’s fiscal challenges. Based on the conclusions of those documents, including those specifically summarized below, no other reasonable means of financing the Subject Improvements are available to the community aside from payment of the costs of the Subject Improvements by the Agency.

- A. City’s Three-Year Budget Projection for General Fund Supported Obligations FY 2010-11 through 2012-13

According to the Three-Year Budget Projection for General Fund Supported Obligations FY 2010-11 through 2012-13 (published April 2, 2010 by the Controller's Office, Mayor's Office, and Board of Supervisors Budget Analyst):

ATTACHMENT A

1. Projected shortfalls in General Fund revenues compared to expenditures over the next three years are \$483 million in FY 2010-11, \$712 million in FY 2011-12, and \$787 million in FY 2012-13.
2. Due to the State's severe budget shortfall, the City expects significant cuts in State funding. While the City's budgeting assumed a reduction of \$58 million, the Three Year Budget Projection notes that it is possible the final State budget could contain significantly more reductions in funding to the City than were assumed.

B. Budget Year 2010 - 2011
City & County of San Francisco Mayor's Office Instructions &
Controller's Technical Instructions

In order to implement each year's budget, the Controller releases technical instructions designed to conform departmental spending and budgeting to the Citywide budget. The instructions released in connection with the 2010-2011 Citywide budget reveal the significant fiscal challenges faced by the City and illustrate why alternative sources of funding are not available for the substantial program of improvements, infrastructure, utilities, public facilities, parks and open space, and related public improvements that are the subject of this resolution. Among the findings included in the Controller's Technical Instructions are the following:

1. The Mayor's Budget Office projects a \$522.2 million shortfall for FY 2010-11, assuming current spending levels and estimated revenue shortfalls. The Budget Office has required all departments to submit plans to reduce their General Fund spending in the current year by 3.9 percent in order to address the FY 2009-10 revenue shortfall. If all of these mid-year adjustments are annualized, the deficit would be reduced by approximately \$56.3 million, leaving a budget shortfall of \$465.9 million.
2. The Budget Office has instructed departments to submit budget requests for FY 2010-11 that reflect at least a 20 percent reduction in General Fund support. Of the 20 percent reductions proposed, at least 15 percent should be ongoing, and no more than 5 percent should be one-time in nature.
3. The Budget Office has instructed departments to submit a prioritized contingency plan with their budget submission equal to 10 percent of their reduced General Fund base. The Budget Office anticipates that it will need some or all of the departmental contingency reductions in order to balance the citywide deficit.

C. City and County of San Francisco
Capital Plan Fiscal Years 2011-2020
Executive Summary

ATTACHMENT A

Page 7 of 9

The City's ten-year Capital Plan is designed to identify and budget for necessary long-term capital improvements, including the categories of infrastructure, roadway, utility, public facility, and park and open space improvements that are the subject of these findings. The City's most recent Capital Plan for Fiscal Years 2011-2020 concluded the following:

1. For each of the last four years, the CPC has approved and the Mayor and Board have adopted the policy to increase General Fund commitments ten percent per year to eventually meet annual capital needs. However, a FY 2009-2010 revenue shortfall of \$438 million resulted in drastic cuts to the capital budget for the second year in a row, as the chart below illustrates.
2. The decision to underfund the City's annual renewal needs has long-term effects. The 2011-2020 Capital Plan defers \$183 million more annual needs than last year (a 33 percent increase).
3. Continued General Fund (GF) deficits and decreased investments in capital will increase the City's already large backlog of routine repair and renewal needs. Last year's reduced capital budget alone deferred the point when investments catch up to annual needs by two more years. Even assuming the City invests \$67 million in FY 2011 and increases that amount to \$165 million by FY 2020 as the City's Capital Plan recommends, the City will still not meet annual renewal needs until 2025. Not only does this prevent the City from maintaining its infrastructure in a state of good repair but it makes those same repairs more expensive in the future as construction costs increase and small preventative repairs become larger and more expensive replacements.

In order to adequately finance the construction of the infrastructure and public improvements required to support the development program set forth in the Hunters Point Shipyard Redevelopment Plan, numerous comprehensive community facilities districts under the Mello-Roos Community Facilities Act of 1982 (herein, "CFDs") are proposed to contribute towards the funding of improvements to the maximum extent feasible under current Agency guidelines and the local real estate market. Because the CFDs will be comprehensive, no other land-secured financing district (e.g., assessment district financing) is financially feasible. As such, and in light of the financial conditions described above, the CFDs are not alternatives to tax increment financing. Even with the implementation of the CFDs, the payment of costs by the Agency in connection with installation and construction of the Innes Street Improvements is still required.

III. CONSISTENCY WITH THE IMPLEMENTATION PLAN

- A. The payment of funds for the Innes Street Improvements is consistent with the Implementation Plan adopted pursuant to Health & Safety Code section 33490. See *Hunters Point Shipyard Redevelopment Project Area Five Year Implementation Plan*, Appendix H, as updated by Resolution No. _____. The public improvements provided for in the Implementation Plan include, but are not limited to:

ATTACHMENT A

Page 8 of 9

1. Public roadways and other walkways, roadways, lanes, and connectors.
2. Medians, curbs, bulb-outs, and gutters.
3. Sidewalks, street trees, landscaping, and street furnishings.
4. Street, sidewalk, and park lighting.
5. Traffic signals, control centers, street signage, and pavement striping.

IV. EACH IMPROVEMENT IS PROVIDED FOR IN THE REDEVELOPMENT PLAN

- A. The Innes Street Improvements are provided for in the Hunters Point Shipyard Redevelopment Plan. *See Hunters Point Shipyard Redevelopment Plan, Attachment B.*

**FACILITIES TO BE FINANCED BY
HUNTERS POINT SHIPYARD PROJECT AREA
STADIUM ALTERNATIVE**

Schedule I		Stadium Alternative	
Section 33445 Facilities (Located Within or Contiguous to Hunters Point Shipyard Project Area)			
Item No.	Facility	Description of Facility	Estimated Cost
1	Abatement & Demolition	Demolition of existing structures on the Hunters Point Shipyard to allow for implementation of new program. See Hunters Point Infrastructure Plan Section 5.1.	\$59,790,904
2	Auxiliary Water Supply System	Installation of a high pressure water piping network throughout the development to provide an auxiliary source of water for fire fighting purposes. See Hunters Point Infrastructure Plan Section 2.3.3.	\$28,956,135
3	Low Pressure Water	Water service system to provide potable domestic water to each of the land uses within the development area. See Hunters Point Infrastructure Plan Section 2.3.4.	\$17,487,502
4	Recycled Water	Distribution system for recycled water to reduce the demand on the potable water system. See Hunters Point Infrastructure Plan Section 2.3.5.	\$8,867,595
5	Shoreline Improvements	Reconstruction and Stabilization of the existing shoreline to protect the perimeter of the development area. See Hunters Point Infrastructure Plan Section 3.4.1.	\$162,507,448
6	Separated Sanitary Sewer	Wastewater collection system to each of the uses identified in the development area. See Hunters Point Infrastructure Plan Section 2.3.1.	\$15,560,163
7	Storm Drainage System	Piping and various stormwater treatment facilities located throughout the development area to collect and convey stormwater runoff. See Hunters Point Infrastructure Plan Section 2.3.2.	\$31,311,658
8	Joint Trench	Dry utility system providing a distribution system for phone, cable, fiber optic, power, gas and other related facilities throughout the development area. See Hunters Point Infrastructure Plan Section 2.4.	\$18,406,494
9	Street Lights, Traffic Signals-Overhead Signs	Luminaires, traffic control systems, and related appurtenances as described in the Candlestick Point Infrastructure Plan Sections 2.1 and 2.2.	\$10,931,737
10	Sidewalk, Curb and Gutter	Work associated with the installation of sidewalks curb and gutter throughout the development area as described in Hunters Point Infrastructure Plan Sections 2.1 and 2.2.	\$10,693,715
11	Streets and Roads	Construction of the roadway network established to serve the new development as described in the Hunters Point Infrastructure Plan Sections 2.1 and 2.2.	\$51,558,373
12	Earthwork	Grading and surcharge operations including import, cut and fill necessary to construct the development as shown in the Hunters Point Infrastructure Plan Section 5.7.	\$100,175,317

**FACILITIES TO BE FINANCED BY
HUNTERS POINT SHIPYARD PROJECT AREA
STADIUM ALTERNATIVE**

Schedule J		Section 33445 Facilities (Located Within or Contiguous to Hunters Point Shipyard Project Area)		Stadium Alternative
Item No.	Facility	Description of Facility	Estimated Cost	
13	Streetscape Improvements	Includes streetscape improvements of the on-site streets according to the Hunters Point Infrastructure Plan Section 2.1, to be further defined in the Project Streetscape Master Plan.	\$15,988,412	
14	Temporary Improvement	Interim improvements may be required to serve an early phase of the development, as described in the Hunters Point Infrastructure Plan Section 5.3.	\$4,312,774	
15	Transportation	Transportation management systems and transit stops as described in the Project Transportation Plan and Hunters Point Infrastructure Plan Section 2.2.	\$13,432,000	
16	Infrastructure serving Artist Studios	Infrastructure improvements necessary to occupy and operate Building 101.	\$1,737,400	
17	Northside Park / African Marketplace	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$14,603,568	
18	Horne Boulevard Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$2,592,759	
19	Waterfront Promenade North	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$9,481,030	
20	Heritage Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$25,489,229	
21	Shipyards Hillside Open Space	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$365,000	
22	HP Transit Center	Transit center located near Spear Ave., Nimitz Ave., and D Street as shown in the Hunters Point Infrastructure Plan Section 2.2.	\$11,680,000	
23	Community Sports Field Complex / Maintenance Yard	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$11,907,302	
24	Multi-Use Fields	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$5,237,128	
25	Waterfront Promenade South 2	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$12,526,511	

**FACILITIES TO BE FINANCED BY
HUNTERS POINT SHIPYARD PROJECT AREA
STADIUM ALTERNATIVE**

Schedule I		Stadium Alternative	
Section 33445 Facilities (Located Within or Contiguous to Hunters Point Shipyard Project Area)			
Item No.	Facility	Description of Facility	Estimated Cost
26	Waterfront Recreation & Education Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$5,603,226
27	Waterfront Promenade South 1	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$12,384,536
28	Grassland Ecology Park North	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$14,170,785
29	Grassland Ecology Park South	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$21,749,375
30	Regunning Crane Pier	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$1,686,028
31	Waterfront Promenade North Pier	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$2,765,788
32	Waterfront Promenade South Pier	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$2,765,788
TOTAL SECTION 33445 FACILITIES:			\$706,725,677

Note: The line item costs above are estimates only and include construction management, design, mitigation monitoring, as-builts and cost associated with transfer to City, City and third party costs, air quality monitoring, phase applications, bonds, applicable land acquisition costs, insurance, and construction contingency.

**FACILITIES TO BE FINANCED BY
HUNTERS POINT SHIPYARD PROJECT AREA
STADIUM ALTERNATIVE**

Schedule II	Section 33445.1 Facilities (Located Outside Hunters Point Shipyard Project Area)	Stadium Alternative	
Item No.	Facility	Description of Facility	Estimated Cost

33	Innes Avenue/Hunters Point Blvd./Evans Avenue	Improvements to the existing roadways required to accommodate the development of the project area as described in the Hunters Point Infrastructure Plan Section 2.1.3.	\$30,568,198
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TOTAL SECTION 33445.1 FACILITIES:	\$30,568,198
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Note: The line item costs above are estimates only and include construction management, design, mitigation monitoring, as-builts and cost associated with transfer to City, City and third party costs, air quality monitoring, phase applications, bonds, applicable land acquisition costs, insurance, and construction contingency.

**FACILITIES TO BE FINANCED BY
HUNTERS POINT SHIPYARD PROJECT AREA
NON-STADIUM ALTERNATIVE**

Schedule I		Non-Stadium Alternative	
Section 33445 Facilities (Located Within or Contiguous to Hunters Point Shipyard Project Area)			
Item No.	Facility	Description of facility	Estimated Cost

1	Abatement & Demolition	Demolition of existing structures on the Hunters Point Shipyard to allow for implementation of new program. See Hunters Point Infrastructure Plan Section 5.1.	\$81,883,371
2	Auxiliary Water Supply System	Installation of a high pressure water piping network throughout the development to provide an auxiliary source of water for fire fighting purposes. See Hunters Point Infrastructure Plan Sections 2.3.3 and 7.2.	\$35,232,233
3	Low Pressure Water	Water service system to provide potable domestic water to each of the land uses within the development area. See Hunters Point Infrastructure Plan Sections 2.3.4 and 7.2.	\$20,780,135
4	Recycled Water	Distribution system for recycled water to reduce the demand on the potable water system. See Hunters Point Infrastructure Plan Sections 2.3.5 and 7.2.	\$11,043,453
5	Shoreline Improvements	Reconstruction and Stabilization of the existing shoreline to protect the perimeter of the development area. See Hunters Point Infrastructure Plan Sections 3.4.1 and 7.5.	\$161,950,917
6	Separated Sanitary Sewer	Wastewater collection system to each of the uses identified in the development area. See Hunters Point Infrastructure Plan Sections 2.3.1 and 7.2.	\$18,358,962
7	Storm Drainage System	Piping and various stormwater treatment facilities located throughout the development area to collect and convey stormwater runoff. See Hunters Point Infrastructure Plan Sections 2.3.2 and 7.2.	\$35,225,809
8	Joint Trench	Dry utility system providing a distribution system for phone, cable, fiber optic, power, gas and other related facilities throughout the development area. See Hunters Point Infrastructure Plan Sections 2.4 and 7.2.	\$32,010,918
9	Street Lights, Traffic Signals-Overhead Signs	Luminaires, traffic control systems, and related appurtenances as described in the Candlestick Point Infrastructure Plan Sections 2.1, 2.2 and 7.2.	\$12,835,074
10	Sidewalk, Curb and Gutter	Work associated with the installation of sidewalks curb and gutter throughout the development area as described in Hunters Point Infrastructure Plan Sections 2.1, 2.2 and 7.2.	\$15,651,543
11	Streets and Roads	Construction of the roadway network established to serve the new development as described in the Hunters Point Infrastructure Plan Sections 2.1, 2.2 and 7.2.	\$23,648,623
12	Earthwork	Grading and surcharge operations including import, cut and fill necessary to construct the development as shown in the Hunters Point Infrastructure Plan Sections 5.7 and 7.4.	\$117,749,353

**FACILITIES TO BE FINANCED BY
HUNTERS POINT SHIPYARD PROJECT AREA
NON-STADIUM ALTERNATIVE**

Schedule II		Section 35445 Facilities (Located Within or Contiguous to Hunters Point Shipyard Project Area)		Non-Stadium Alternative
Item No	Facility	Description of Facility	Estimated Cost	
13	Streetscape Improvements	Includes streetscape improvements of the on-site streets according to the Hunters Point Infrastructure Plan Section 2.1, 7.2, to be further defined in the Project Streetscape Master Plan.	\$22,740,592	
14	Temporary Improvement	Interim improvements may be required to serve an early phase of the development, as described in the Hunters Point Infrastructure Plan Section 5.3.	\$4,543,833	
15	Transportation	Transportation management systems and transit stops as described in the Project Transportation Plan and Hunters Point Infrastructure Plan Section 2.2.	\$13,386,000	
16	Infrastructure serving Artist Studios	Infrastructure improvements necessary to occupy and operate Building 101.	\$1,731,450	
17	Northside Park / African Marketplace	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$14,553,556	
18	Horne Boulevard Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$2,583,879	
19	Waterfront Promenade North	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$9,448,560	
20	Heritage Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$25,380,112	
21	Shipyards Hillside Open Space	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$363,750	
22	HP Transit Center	Transit Center located near Spear Avenue, Nimitz Avenue, and D Street as shown in the Hunters Point Infrastructure Plan Section 2.2.	\$11,640,000	
23	Shipyards South Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$4,076,508	
24	Shipyards Wedge park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$3,959,833	
25	Shipyards Neighborhood Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$3,913,889	
26	Shipyards Mini Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$1,787,596	

**FACILITIES TO BE FINANCED BY
HUNTERS POINT SHIPYARD PROJECT AREA
NON-STADIUM ALTERNATIVE**

Schedule I		Non-Stadium Alternative	
Section 33445 Facilities (Located Within or Contiguous to Hunters Point Shipyard Project Area)			
Item No.	Facility	Description of Facility	Estimated Cost
27	Shipyards South Boulevard Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$1,477,577
28	Comm. Sports Field Complex / Maintenance	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$48,137,744
29	Multi-Use Fields	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$5,219,193
30	Waterfront Promenade South 2	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$12,483,612
31	Waterfront Recreation & Education Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$5,584,037
32	Grasslands Ecology Park North	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$14,122,255
33	Grasslands Ecology Park South	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$21,674,891
34	Regunning Pier	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$1,680,254
35	Waterfront Promenade South 1	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$12,342,123
36	Waterfront Promenade North Pier	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$2,756,316
37	Waterfront Promenade South Pier	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$2,756,316
38	Historic District Preservation - Parcel C	Improvements to Infrastructure according to Section 7.8 in Hunters Point Infrastructure Plan serving and surrounding any historic building required to be preserved.	\$7,317,881
TOTAL SECTION 33445 FACILITIES:			\$822,032,147

Note: The line item costs above are estimates only and include construction management, design, mitigation monitoring, as-builts and cost associated with transfer to City, City and third party costs, air quality monitoring, phase applications, bonds, applicable land acquisition costs,

**FACILITIES TO BE FINANCED BY
HUNTERS POINT SHIPYARD PROJECT AREA
NON-STADIUM ALTERNATIVE**

Schedule II	Section 33445.1 Facilities (Located Outside Hunters Point Shipyard Project Area)	Non-Stadium Alternative	
Item No.	Facility	Description of Facility	Estimated Cost

39	Innes Avenue/Hunters Point Blvd./Evans Avenue	Improvements to the existing roadways required to accommodate the development of the project area as described in the Hunters Point Infrastructure Plan Section 2.1.3.	\$30,463,513
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TOTAL SECTION 33445.1 FACILITIES:	\$30,463,513
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Note: The line item costs above are estimates only and include construction management, design, mitigation monitoring, as-builts and cost associated with transfer to City, City and third party costs, air quality monitoring, phase applications, bonds, applicable land acquisition costs, insurance, and construction contingency.

RESOLUTION NO. 71-2010

Adopted June 3, 2010

**MAKING FINDINGS PURSUANT TO SECTIONS 33445 AND
33445.1 OF THE CALIFORNIA COMMUNITY
REDEVELOPMENT LAW FOR THE FUNDING OF
INSTALLATION AND CONSTRUCTION OF PUBLIC
IMPROVEMENTS RELATED TO THE BAYVIEW HUNTERS
POINT REDEVELOPMENT PROJECT AREA;
BAYVIEW HUNTERS POINT REDEVELOPMENT
PROJECT AREA**

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency") has adopted, by Resolution No. 64-2010, an amendment to the Bayview Hunters Point Redevelopment Plan ("Redevelopment Plan Amendment") to implement the Candlestick Point Hunters Point Shipyard Phase 2 Project (the "Project") in Candlestick Point and has recommended that the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approve the Redevelopment Plan Amendment.
2. The Redevelopment Plan Amendment provides for a development program for Candlestick Point ("Zone 1 of the Bayview Hunters Point Redevelopment Project Area") that includes up to 7,850 residential units, 760,000 square feet of regional and neighborhood serving retail and entertainment space, 50,000 square feet of community space, 150,000 square feet of office space, 150,000 square feet of hotel and hotel related uses, and a 10,000 seat arena (the "Stadium Alternative").
3. The Redevelopment Plan Amendment provides that, in the event the San Francisco 49ers elect to relocate somewhere other than the Hunters Point Shipyard Redevelopment Project Area, the non-residential components of the development program for Zone 1 of the Bayview Hunters Point Redevelopment Project Area remain unchanged while up to 1,625 of the 7,850 residential units planned for Zone 1 of the Bayview Hunters Point Redevelopment Project Area may be shifted to the Hunters Point Shipyard Redevelopment Project Area where they would be developed on the site that had been reserved for the stadium (the "Non-Stadium Alternative").
4. The Agency has approved, by Resolution No. 69-2010, a Disposition and Development Agreement between CP Development Co., LP and the Agency ("DDA") for the development of the Project upon Phase 2 of the Hunters Point Shipyard Redevelopment Project Area and the Candlestick Point Activity Node of the Bayview Hunters Point Redevelopment Project Area (together, the "Project

Site"). As set forth in the Financing Plan attached to the DDA, the Agency will have financial obligations to finance certain costs of the Project, including the pledge of tax increment from the Project Site for public improvements and affordable housing purposes, subject to the approval of the Board of Supervisors. Tax increment from the Project Site or the proceeds of bonds secured by a pledge of tax increment will be used to make payments on indebtedness of the Agency to pay or otherwise reimburse directly the costs of public infrastructure or other public improvements.

5. The public improvements for which payment of costs by the Agency are proposed to be authorized pursuant to the findings herein are part of the Agency's redevelopment program for the Candlestick Point portion (Zone 1) of the Bayview Hunters Point Redevelopment Project Area, including the implementation of the Project.
6. Section 33445 of the California Health and Safety Code authorizes a redevelopment agency, with the consent of the legislative body, to pay for the costs of certain public improvements if the legislative body determines that: 1) the public improvements benefit the project area; 2) no other reasonable means of financing the improvements are available to the community; and 3) payment for the improvements will assist in the elimination of blight in the project area and is consistent with the implementation plan.
7. Section 33445.1 of the California Health and Safety Code authorizes a redevelopment agency, with the consent of the legislative body, to pay for the costs of certain public improvements if the legislative body determines that: (1) the public improvements are of primary benefit to the project area, and the public improvements benefit the project area by helping to eliminate blight within the project area, or will directly assist in the provision of housing for low- or moderate-income persons; (2) no other reasonable means of financing the acquisition of the public improvements are available to the legislative body including, but not limited to, general obligation bonds, revenue bonds, special assessment bonds, or bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5 (commencing with Section 53311)) of Part 1 of Division 2 of Title 5 of the Government Code); (3) the payment of funds for the public improvements is consistent with the implementation plan; and (4) each public improvement is provided for in the redevelopment plan.
8. Both the proposed Redevelopment Plan Amendment and the findings of this Resolution will be considered for adoption by the Board of Supervisors.

RESOLUTION

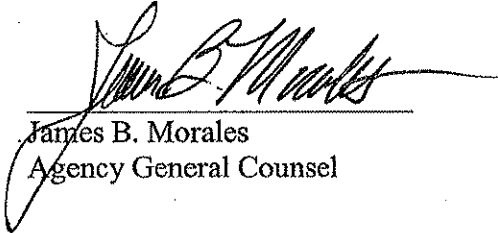
NOW THEREFORE BE IT RESOLVED, that the Agency hereby adopts the findings contained in Attachment A.

IT IS FURTHER RESOLVED that the Agency hereby proposes that the Board of Supervisors adopt the findings contained in Attachment A.

IT IS FURTHER RESOLVED that the Agency, based on the findings contained in Attachment A, hereby the Board of Supervisors' consent to fund the public improvements listed in Attachment B in the event the Stadium Alternative is implemented.

IT IS FURTHER RESOLVED that the Agency, based on the findings contained in Attachment A, hereby seeks the Board of Supervisors' consent to fund the public improvements in Attachment C in the event the Non-Stadium Alternative is implemented.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

FINDINGS OF BENEFIT
BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREA
STADIUM AND NON-STADIUM ALTERNATIVES
(Health & Safety Code § 33445)

SUBJECT IMPROVEMENTS:

The substantial majority of the development program for the Project Area remains consistent in both the Stadium Alternative and the Non-Stadium Alternative. While the Non-Stadium Alternative results in a slightly less dense residential development component, the infrastructure, public facilities, utilities, parks and open space, and related improvements needed to serve the remaining residential remain virtually unchanged. In addition, the non-residential components of the development program – neighborhood and regional serving retail, office, entertainment, and community uses – and all of their related infrastructure and public utilities are entirely unchanged. Thus, the findings below apply to both the Stadium Alternative and the Non-Stadium Alternative.

The intent of the following findings is to make two sets of findings, one of which applies in the event that the Stadium Alternative is developed, and the other of which applies if the Non-Stadium Alternative is developed. “Subject Improvements,” as used below, means the Stadium Alternative Public Improvements (Attachment B, Schedule 1) in the event of the Stadium Alternative is implemented, and the Non-Stadium Public Improvements (Attachment C, Schedule 1) in the event the Non-Stadium Alternative is implemented.

I. FINDINGS OF BENEFIT

The Redevelopment Agency of the City and County of San Francisco proposes to pay for the Subject Improvements that will benefit Project Area B of the Bayview Hunters Point Redevelopment Plan (the “Project Area”) and that will help to eliminate blight within the Project Area in that:

- A. A substantial portion of the Yosemite Slough Bridge, including its approach on the western side of Yosemite Slough, is within the Project Area. Those portions of the Yosemite Slough Bridge that extend outside the Project Area are contiguous with the Project Area within the meaning of Health & Safety Code section 33445(f) as they are located on a parcel that shares a boundary with the Project Area and is separated from the Project Area only by the Yosemite Slough. All other Subject Improvements will be located entirely within the Project Area.
- B. The Subject Improvements will facilitate the construction of new public infrastructure and transportation facilities to service new development at Candlestick Point and the Alice Griffith Housing Development. Enhanced transportation within the Project Area and between the Project Area and other areas of the City will directly benefit the residents of the Project Area.

- C. Remedying deficiencies in the stormwater drainage system in the Project Area will result in a system capable of addressing wet weather drainage, reducing overflows along the Project Area shoreline, and allowing for future development.
- D. The Subject Improvements will remedy the currently prevalent deteriorated pavement, surface scaling and cracking conditions, unimproved and non-paved roads, abandoned and deteriorating railroad tracks on roadways, and potholes. Addressing these deficiencies will reduce traffic hazards and decrease the risk of motor vehicle accidents. Remedying street deficiencies will also reduce traffic congestion and circulation problems, which ultimately hinder commercial development in the Project Area. Improving areas where curbs and sidewalks are missing or badly damaged and deteriorated will enhance public safety in the Project Area, eliminating conditions that force pedestrians to walk in active traffic lanes, and otherwise eliminating conditions that create pedestrian hazards and limit pedestrian movement and access.
- E. The Yosemite Slough Bridge will benefit residents of Candlestick Point by enabling them to directly access, via transit, new job centers that will be created through development of significant research and development and office uses at Hunters Point Shipyard. In addition, the bridge will benefit residents of the Project Area by improving direct public transit connections to Hunters Point Shipyard from regional transit facilities and the Highway 101 corridor, which will substantially reduce private commuter vehicle trips to the research and development and office uses that are to be developed at Hunters Point Shipyard as well as associated congestion, noise, and air quality impacts. In the event the stadium is developed, the bridge will additionally benefit residents of the Project Area by improving direct transit connections to the new stadium and thus reducing surface street traffic through the Project Area during game days, along with accompanying congestion, noise, and air quality impacts.
- F. The Subject Improvements will create community and regional parks, open spaces, destinations and gathering places, including a comprehensive shoreline park and open space system, that will directly benefit the quality of life for residents of the Project Area. (The Subject Improvements include shoreline improvements that will protect both the perimeter of the new open spaces as well as the perimeter of the development.) In addition to benefitting the quality of life, these park and open space improvements will attract visitors, which will improve the economic viability of the substantial retail, entertainment, and tourist-oriented commercial elements of the development program for the Project Area.
- G. Deficiencies in public infrastructure and facilities contribute to blight in the Project Area. The Subject Improvements, including the facilities themselves and the associated construction required to provide them, will assist in eliminating blight by improving public safety, providing for recreational opportunities and thereby enhancing the quality of life in the community, facilitating development, integrating the Project Area into the broader San Francisco economy, eliminating

ATTACHMENT A

unsafe physical conditions, and establishing improved utilities that conform with current design standards.

- H. The Subject Improvements will act as a catalyst, providing incentive for private investment in the Project Area and thereby further contributing to the removal of economic blight.
- I. In light of the findings above, the Subject Improvements will primarily benefit the Project Area.

II. NO OTHER MEANS OF FINANCING

The City faces substantial fiscal challenges in light of substantially reduced tax revenues and challenging economic conditions created by the recent deep recession. Several budget-related documents confirm the breadth and depth of the City's fiscal challenges. Based on the conclusions of those documents, including those specifically summarized below, no other reasonable means of financing the Subject Improvements are available to the community aside from payment of the costs of the Subject Improvements by the Agency.

A. City's Three-Year Budget Projection for General Fund Supported Obligations FY 2010-11 through 2012-13

According to the Three-Year Budget Projection for General Fund Supported Obligations FY 2010-11 through 2012-13 (published April 2, 2010 by the Controller's Office, Mayor's Office, and Board of Supervisors Budget Analyst):

1. Projected shortfalls in General Fund revenues compared to expenditures over the next three years are \$483 million in FY 2010-11, \$712 million in FY 2011-12, and \$787 million in FY 2012-13.
2. Due to the State's severe budget shortfall, the City expects significant cuts in State funding. While the City's budgeting assumed a reduction of \$58 million, the Three Year Budget Projection notes that it is possible the final State budget could contain significantly more reductions in funding to the City than were assumed.

B. Budget Year 2010 - 2011 City & County of San Francisco Mayor's Office Instructions & Controller's Technical Instructions

In order to implement each year's budget, the Controller releases technical instructions designed to conform departmental spending and budgeting to the Citywide budget. The instructions released in connection with the 2010-2011 Citywide budget reveal the significant fiscal challenges faced by the City and illustrate why alternative sources of funding are not available for the substantial program of improvements, infrastructure, utilities, public facilities, parks and

ATTACHMENT A

open space, and related public improvements that are the subject of this resolution. Among the findings included in the Controller's Technical Instructions are the following:

1. The Mayor's Budget Office projects a \$522.2 million shortfall for FY 2010-11, assuming current spending levels and estimated revenue shortfalls. The Budget Office has required all departments to submit plans to reduce their General Fund spending in the current year by 3.9 percent in order to address the FY 2009-10 revenue shortfall. If all of these mid-year adjustments are annualized, the deficit would be reduced by approximately \$56.3 million, leaving a budget shortfall of \$465.9 million.
2. The Budget Office has instructed departments to submit budget requests for FY 2010-11 that reflect at least a 20 percent reduction in General Fund support. Of the 20 percent reductions proposed, at least 15 percent should be ongoing, and no more than 5 percent should be one-time in nature.
3. The Budget Office has instructed departments to submit a prioritized contingency plan with their budget submission equal to 10 percent of their reduced General Fund base. The Budget Office anticipates that it will need some or all of the departmental contingency reductions in order to balance the citywide deficit.

C. City and County of San Francisco
Capital Plan Fiscal Years 2011-2020
Executive Summary

The City's ten-year Capital Plan is designed to identify and budget for necessary long-term capital improvements, including the categories of infrastructure, roadway, utility, public facility, and park and open space improvements that are the subject of these findings. The City's most recent Capital Plan for Fiscal Years 2011-2020 concluded the following:

1. For each of the last four years, the CPC has approved and the Mayor and Board have adopted the policy to increase General Fund commitments ten percent per year to eventually meet annual capital needs. However, a FY 2009-2010 revenue shortfall of \$438 million resulted in drastic cuts to the capital budget for the second year in a row, as the chart below illustrates.
2. The decision to underfund the City's annual renewal needs has long-term effects. The 2011-2020 Capital Plan defers \$183 million more annual needs than last year (a 33 percent increase).
3. Continued General Fund (GF) deficits and decreased investments in capital will increase the City's already large backlog of routine repair and renewal needs. Last year's reduced capital budget alone deferred the point when investments catch up to annual needs by two more years. Even assuming the

ATTACHMENT A

City invests \$67 million in FY 2011 and increases that amount to \$165 million by FY 2020 as the City's Capital Plan recommends, the City will still not meet the annual renewal needs until 2025. Not only does this prevent the City from maintaining its infrastructure in a state of good repair but it makes those same repairs more expensive in the future as construction costs increase and small preventative repairs become larger and more expensive replacements.

III. CONSISTENCY WITH THE IMPLEMENTATION PLAN

- A. The payment of funds for the Subject Improvements is consistent with the Implementation Plan for the Bayview Hunters Point Redevelopment Plan, adopted pursuant to Health & Safety Code section 33490, as updated by Resolution No. _____. See *Bayview Hunters Point Redevelopment Project Five Year Implementation Plan (FY 2006/07-2010/11) (May 2010 Update)* ("Implementation Plan"), at H-18. The public improvements provided for in the Implementation Plan include, but are not limited to:
1. Public open spaces including parks, plazas, habitat restoration, sports facilities and playgrounds.
 2. Facilities in parks such as tables, waste receptacles, signage, landscaping, market stalls and maintenance facilities.
 3. Public roadways and other walkways, roadways, lanes, and connectors.
 4. Medians, curbs, bulb-outs, and gutters.
 5. Sidewalks, street trees, landscaping, and street furnishings.
 6. Street, sidewalk, and park lighting.
 7. Traffic signals, control centers, street signage, and pavement striping.
 8. Parking meters.
 9. Potable water distribution and fire suppression facilities.
 10. Reclaimed water facilities and irrigation distribution.
 11. Sanitary sewer facilities and pump stations.
 12. Storm drains, storm water sewer, treatment and conveyance facilities.
 13. Natural gas, electric, telephone and telecommunication facilities.
 14. Utilities and utility relocation.
 15. Muni light rail/bus/transit facilities, cantenary wires, communication facilities, transit stops and markings, poles, eyebolts, and substations as needed and related improvements.
 16. Bridges, trails, and staircases.
 17. Improvements to existing roadways, streetscapes and utilities.
- B. The Subject Improvements are also consistent with the goals and objectives of the Implementation Plan, including but not limited to:
1. Strengthening the economic base of the Project and the community by strengthening retail and other commercial functions within the Project through

ATTACHMENT A

the facilitation of new retail space, and as appropriate, new commercial and light industrial uses.

2. Providing public parks and open space.
3. Supporting locally owned small businesses and local entrepreneurship.
4. Facilitating emerging commercial-industrial sectors through facilitating improvement of transportation access to commercial and industrial areas, improvement of safety within the Project Area, and the installation of needed site improvements to stimulate new commercial and industrial expansion, employment, and economic growth.
5. Facilitating public transit opportunities to and within the Project to the extent feasible.
6. Providing land, as feasible and appropriate, for publicly accessible open spaces.
7. Providing assistance towards the improvement of key transportation routes to meet the needs of alternative transportation modes, industrial trucking operations, and emergency operations.
8. Eliminating blighting influences and correcting environmental deficiencies within the Project, including, but not limited to, abnormally high vacancies, abandoned, deteriorated and dilapidated buildings, incompatible land uses, impaired property values due to hazardous wastes, excess of problem businesses, high crime rates, and inadequate or deteriorated public improvements, facilities and utilities.
9. Removing structurally substandard buildings, removing impediments to land development, and facilitating modern, integrated development with improved pedestrian and vehicular circulation within Project Area and vicinity.
10. Redesigning and developing undeveloped and underdeveloped areas, which are improperly utilized.

ATTACHMENT A

**FINDINGS OF PRIMARY BENEFIT
BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREA
STADIUM AND NON-STADIUM ALTERNATIVES
(Health & Safety Code § 33445.1)**

PUBLIC IMPROVEMENTS OUTSIDE THE PROJECT AREA:

The following findings are for the construction of the following improvements listed in Attachments B and C, Schedule II. For improvements where the Agency will be making a fair share contribution, the findings below constitute findings that the primary benefit of that contribution, and the associated proportionate benefit of the public improvement, flows to the Project Area.

- **Stadium Pad:** Horizontal improvements, including utilities and infrastructure, needed to deliver a buildable pad for a 69,000 seat stadium. These improvements include Stadium Pad Infrastructure as described in section 5.2 of the Infrastructure Plan. Note that the findings below pertaining to the Stadium Pad are not needed in the event the 49ers do not elect to relocate to the Hunters Point Shipyard.
- **Harney Way Improvements** (including Item Nos. 40 Harney, 41 Harney/Geneva BRT/TPS, and 43 Geneva/Harney/US-101 Interchange on page 5 of Attachment B, Schedule II and on page 5 of Attachment C, Schedule II): Street, utility, lighting, curb and gutter, and related improvements to that portion of Harney Way extending westerly from the westernmost boundary of the Project Area to the City and County Boundary Line, including improvements that facilitate transit and access to Highway 101, to the extent that these improvements are located within the City and County of San Francisco.
- **Palou Avenue Street Improvements:** Street, utility, lighting, curb and gutter, and related improvements to Palou Avenue outside of the Project Area, to be funded by tax increment solely from Zone 1.
- **Pennsylvania & 25th Signal Improvements:** Installation of signal improvements at the intersection of Pennsylvania and 25th, one block north of the Project Area.
- **Bayshore Caltrain Station Improvements:** Improvements to access BRT transit from the Bayshore Caltrain Station that will serve the Project Area, to the extent that these improvements are located within the City and County of San Francisco.

I. FINDINGS OF PRIMARY BENEFIT AND ELIMINATION OF BLIGHTING CONDITIONS

A. The Stadium Pad is of primary benefit to the Project Area in that:

ATTACHMENT A

Area – including both the new retail, restaurants, and hospitality services proposed at Candlestick Point as well as existing businesses located to the northwest of the stadium site in the Project Area – will receive a substantial economic benefit from the stadium. Project Area residents will benefit from the use of the playing fields associated with the stadium, and use of these playing fields will lead to patronage of businesses in Project Area.

2. The Stadium Pad will benefit Project Area residents by clearing the way for demolition of the existing Candlestick Park, allowing for the reuse of the current Candlestick Park site with community uses, neighborhood serving retail and commercial uses, an economically invigorating regional retail and entertainment complex, a hotel and a performance arena, all of which will serve residents throughout the Project Area. The development of these uses will, for the first time in decades, provide Candlestick Point with a unique neighborhood character and sense of place.
 3. The Stadium Pad will act as a catalyst in the Project Area, providing an incentive for private investment, thereby contributing to the removal of economic blight.
- B. The Harney Way Improvements are of primary benefit to the Project Area in that:
1. The improvements to Harney Way will provide access to the Candlestick Point portion (Zone 1) of the Project Area. This will allow access to the regional visitors to the commercial components of the redevelopment program (hotel, regional retail, arena) and help to render those facilities successful, thereby rendering the commercial components of the redevelopment program for Candlestick Point successful. The Harney Way improvements will allow for improved transit to the stadium on game days, which will mean fewer traffic impacts throughout the Project Area, and thus less congestion, air quality impacts, and noise impacts on Project Area surface streets.
 2. The Harney Way Improvements will act as a catalyst in the Project Area, providing an incentive for private investment, thereby contributing to the removal of economic blight. In particular, the Harney Way Improvements will provide enhanced truck access to Zone 2 of the Project Area.
- C. The Palou Avenue Street Improvements are of primary benefit to the Project Area in that:
1. The Palou Avenue Street Improvements will allow for improved transit service, including fewer interruptions, thus benefitting new residents of the Project Area by facilitating access to neighborhood services, access to broader city services and new and existing job centers, and access to recreational opportunities. In light of the fact that transit along Palou Avenue runs through the Project Area, and given the far greater existing population within the

ATTACHMENT A

Project Area as compared to the adjacent Hunters Point Shipyard and the greater amount of future residential development proposed for the Project Area as compared to the adjacent Hunters Point Shipyard, a proportionately greater share of the service benefit associated with the improvements to Palou Avenue is expected to flow to the Project Area.

2. The Palou Avenue Street Improvements will act as a catalyst providing an incentive for private investment, thereby contributing to the removal of economic blight.
- D. The Pennsylvania & 25th Signal Improvements are of primary benefit to the Project Area in that:
1. The installation of the new traffic signal, if warranted by traffic counts, will alleviate traffic impacts to the Project Area, which is one block South of the intersection, and also enhance traffic safety in the Project Area. The signal improvement to Pennsylvania Ave/25th is part of the overall transportation/traffic congestion management program that is both necessitated by traffic volumes in the Project Area due both to enhanced regional retail uses and the increased traffic through the Project Area due to the stadium. As such, the Pennsylvania Ave/25th improvements will assist in and facilitate the removal of blight in the Project Area.
- E. The payment of public funds for the Bayshore Caltrain Station Improvements are of primary benefit to the Project Area in that:
1. The improvements will assist in providing BRT transit connections between the Bayshore Caltrain Station and the Project Area.
 2. The Bayshore Caltrain Station Improvements will act as a catalyst in the Project Area, providing an incentive for private investment, thereby contributing to the removal of economic blight.

II. NO OTHER MEANS OF FINANCING

The City faces substantial fiscal challenges in light of substantially reduced tax revenues and challenging economic conditions created by the ongoing recession. Several budget-related documents confirm the breadth and depth of the City's fiscal challenges. Based on the conclusions of those documents, including those specifically summarized below, no other reasonable means of financing the Subject Improvements are available to the community aside from payment of the costs of the Subject Improvements by the Agency.

- A. City Three-Year Budget Projection for General Fund Supported Obligations FY 2010-11 through 2012-13

ATTACHMENT A

Page 9 of 13

According to the Three-Year Budget Projection for General Fund Supported Obligations FY 2010-11 through 2012-13 (published April 2, 2010 by the Controller's Office, Mayor's Office, and Board of Supervisors Budget Analyst):

1. Projected shortfalls in General Fund revenues compared to expenditures over the next three years are \$483 million in FY 2010-11, \$712 million in FY 2011-12, and \$787 million in FY 2012-13.
2. Due to the State's severe budget shortfall, the City expects significant cuts in State funding. While the City's budgeting assumed a reduction of \$58 million, the Three Year Budget Projection notes that it is possible the final State budget could contain significantly more reductions in funding to the City than were assumed.

B. Budget Year 2010 - 2011
City & County of San Francisco Mayor's Office Instructions &
Controller's Technical Instructions

In order to implement each year's budget, the Controller releases technical instructions designed to conform departmental spending and budgeting to the Citywide budget. The instructions released in connection with the 2010-2011 Citywide budget reveal the significant fiscal challenges faced by the City and illustrate why alternative sources of funding are not available for the substantial program of improvements, infrastructure, utilities, public facilities, parks and open space, and related public improvements that are the subject of this resolution. Among the findings included in the Controller's Technical Instructions are the following:

1. The Mayor's Budget Office projects a \$522.2 million shortfall for FY 2010-11, assuming current spending levels and estimated revenue shortfalls. The Budget Office has required all departments to submit plans to reduce their General Fund spending in the current year by 3.9 percent in order to address the FY 2009-10 revenue shortfall. If all of these mid-year adjustments are annualized, the deficit would be reduced by approximately \$56.3 million, leaving a budget shortfall of \$465.9 million.
2. The Budget Office has instructed departments to submit budget requests for FY 2010-11 that reflect at least a 20 percent reduction in General Fund support. Of the 20 percent reductions proposed, at least 15 percent should be ongoing, and no more than 5 percent should be one-time in nature.
3. The Budget Office has instructed departments to submit a prioritized contingency plan with their budget submission equal to 10 percent of their reduced General Fund base. The Budget Office anticipates that it will need some or all of the departmental contingency reductions in order to balance the citywide deficit.

ATTACHMENT A

C. City and County of San Francisco
Capital Plan Fiscal Years 2011-2020
Executive Summary

The City's ten-year Capital Plan is designed to identify and budget for necessary long-term capital improvements, including the categories of infrastructure, roadway, utility, public facility, and park and open space improvements that are the subject of these findings. The City's most recent Capital Plan for Fiscal Years 2011-2020 concluded the following:

1. For each of the last four years, the CPC has approved and the Mayor and Board have adopted the policy to increase General Fund commitments ten percent per year to eventually meet annual capital needs. However, a FY 2009-2010 revenue shortfall of \$438 million resulted in drastic cuts to the capital budget for the second year in a row, as the chart below illustrates.
2. The decision to underfund the City's annual renewal needs has long-term effects. The 2011-2020 Capital Plan defers \$183 million more annual needs than last year (a 33 percent increase).

Continued General Fund (GF) deficits and decreased investments in capital will increase the City's already large backlog of routine repair and renewal needs. Last year's reduced capital budget alone deferred the point when investments catch up to annual needs by two more years. Even assuming the City invests \$67 million in FY 2011 and increases that amount to \$165 million by FY 2020 as the City's Capital Plan recommends, the City will still not meet the annual renewal needs until 2025. Not only does this prevent the City from maintaining its infrastructure in a state of good repair but it makes those same repairs more expensive in the future as construction costs increase and small preventative repairs become larger and more expensive replacements.

In order to adequately finance the construction of the infrastructure and public improvements required to support the development program set forth in the Bayview Hunters Point Redevelopment Plan, numerous comprehensive community facilities districts under the Mello-Roos Community Facilities Act of 1982 (herein, "CFDs") are proposed to contribute towards the funding of improvements to the maximum extent feasible under current Agency guidelines and the local real estate market. Because the CFDs will be comprehensive, no other land-secured financing district (e.g., assessment district financing) is financially feasible. As such, and in light of the financial conditions described above, the CFDs are not alternatives to tax increment financing. Even with the implementation of the CFDs, the payment of costs by the Agency in connection with installation and construction of the Stadium Pad, the Harney Way Improvements, the Palou Avenue Street Improvements, Pennsylvania & 25th Signal Improvements, and the Bayshore Caltrain Station Improvements is still required.

III. CONSISTENCY WITH THE IMPLEMENTATION PLAN

ATTACHMENT A

A. The payment of funds by the Agency for installation and construction of Harney Way Improvements is consistent with the Implementation Plan adopted pursuant to Health & Safety Code section 33490. *See Bayview Hunters Point Redevelopment Project Five Year Implementation Plan (FY 2006/07-2010/11)*, at H-18. The public improvements provided for in the Implementation Plan include, but are not limited to:

1. Public roadways and other walkways, roadways, lanes, and connectors.
2. Medians, curbs, bulb-outs, and gutters.
3. Sidewalks, street trees, landscaping, and street furnishings.
4. Street, sidewalk, and park lighting.
5. Traffic signals, control centers, street signage, and pavement striping.

The Harney Way Improvements are consistent with the goals and objectives of the Implementation Plan, including but not limited to:

1. Facilitating emerging commercial-industrial sectors through facilitating improvement of transportation access to commercial and industrial areas, improvement of safety within the Project Area, and the installation of needed site improvements to stimulate new commercial and industrial expansion, employment, and economic growth.
2. Facilitating public transit opportunities to and within the Project to the extent feasible.
3. Providing assistance towards the improvement of key transportation routes to meet the needs of alternative transportation modes, industrial trucking operations, and emergency operations.

B. The payment of funds by the Agency for installation and construction of the Stadium Pad is consistent with the Implementation Plan, provided the 49ers elect to relocate to the Hunters Point Shipyard, in that the Stadium and related improvements will stimulate economic development, strengthening the economic base of the Project through construction of the Stadium is specifically provided for in the Implementation Plan.

C. The payment of funds for the Palou Street Improvements is consistent with the Implementation Plan adopted pursuant to Health & Safety Code section 33490. *See Bayview Hunters Point Redevelopment Project Area Five Year Implementation Plan*, as updated by Resolution No. _____. The public improvements provided for in the Implementation Plan include, but are not limited to:

1. Public roadways and other walkways, roadways, lanes, and connectors.
2. Medians, curbs, bulb-outs, and gutters.
3. Sidewalks, street trees, landscaping, and street furnishings.
4. Street, sidewalk, and park lighting.
5. Traffic signals, control centers, street signage, and pavement striping.

ATTACHMENT A

The Palou Avenue Street Improvements are consistent with the goals and objectives of the Implementation Plan, including but not limited to:

1. Facilitating emerging commercial-industrial sectors through facilitating improvement of transportation access to commercial and industrial areas, improvement of safety within the Project Area, and the installation of needed site improvements to stimulate new commercial and industrial expansion, employment, and economic growth.
 2. Facilitating public transit opportunities to and within the Project to the extent feasible.
 3. Providing assistance towards the improvement of key transportation routes to meet the needs of alternative transportation modes, industrial trucking operations, and emergency operations.
- D. The payment of funds for the Bayshore Caltrain Station Improvements is consistent with the Implementation Plan adopted pursuant to Health & Safety Code section 33490. See Bayview Hunters Point Redevelopment Project Area Five Year Implementation Plan, as updated by Resolution No. _____. The goals and objectives of the Implementation Plan include, but are not limited to, facilitating public transit opportunities to and within the Project to the extent feasible.
- E. The payment of funds for the Pennsylvania & 25th Signal Improvements is consistent with the Implementation Plan adopted pursuant to Health & Safety Code section 33490. See Bayview Hunters Point Redevelopment Project Area Five Year Implementation Plan, as updated by Resolution No. _____. The public improvements provided for in the Implementation Plan include, but are not limited to: traffic signals, control centers, street signage, and pavement striping.

The Pennsylvania & 25th Signal Improvements are consistent with the goals and objectives of the Implementation Plan, including but not limited to: providing assistance towards the improvement of key transportation routes to meet the needs of alternative transportation modes, industrial trucking operations, and emergency operations.

IV. EACH IMPROVEMENT IS PROVIDED FOR IN THE REDEVELOPMENT PLAN

- A. The Stadium Pad, the Harney Way Improvements, the Palou Avenue Street Improvements, the Bayshore Caltrain Station Improvements and the Pennsylvania & 25th Signal Improvements are provided for in the Bayview Hunters Point Redevelopment Plan.

ATTACHMENT A

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
STADIUM ALTERNATIVE**

Attachment B

Schedule II		Stadium Alternative	
Section 33445 Facilities (Located Within or Contiguous to BVHP Project Area B)			
Item No.	Facility	Description of Facility	Estimated Cost
1	Abatement & Demolition	Demolition of existing structures on Candlestick Point to allow for implementation of new program. See Candlestick Point Infrastructure Plan Section 5.1.	\$45,765,490
2	Auxiliary Water Supply System	Installation of a high pressure water piping network throughout the development to provide an auxiliary source of water for fire fighting purposes. See Candlestick Point Infrastructure Plan Section 2.3.4.	\$16,779,379
3	Low Pressure Water	Water service system to provide potable domestic water to each of the land uses within the development area. See Candlestick Point Infrastructure Plan Section 2.3.5.	\$18,534,298
4	Recycled Water	Distribution system for recycled water to reduce the demand on the potable water system. See Candlestick Point Infrastructure Plan Section 2.3.6.	\$9,346,989
5	Shoreline Improvements	Reconstruction and Stabilization of the existing shoreline to protect the perimeter of the development area. See Candlestick Point Infrastructure Plan Section 3.4.1.	\$5,996,381
6	Separated Sanitary Sewer	Wastewater collection system to each of the uses identified in the development area. See Candlestick Point Infrastructure Plan Section 2.3.1.	\$19,769,358
7	Storm Drainage System	Piping and various stormwater treatment facilities located throughout the development area to collect and convey stormwater runoff. See Candlestick Point Infrastructure Plan Section 2.3.3.	\$51,866,359
8	Joint Trench	Dry utility system providing a distribution system for phone, cable, fiber optic, power, gas and other related facilities throughout the development area. See Candlestick Point Infrastructure Plan Section 2.4.	\$29,134,514
9	Street Lights, Traffic Signals-Overhead Signs	Luminaires, traffic control systems, and related appurtenances as described in the Candlestick Point Infrastructure Plan Sections 2.1 and 2.2.	\$18,477,541
10	Sidewalk, Curb and Gutter	Work associated with the installation of sidewalks curb and gutter throughout the development area as described in Candlestick Point Infrastructure Plan Sections 2.1 and 2.2.	\$12,203,990
11	Streets and Roads	Construction of the roadway network established to serve the new development as described in the Candlestick Point Infrastructure Plan Sections 2.1 and 2.2.	\$23,095,364
12	Earthwork	Grading and surcharge operations including import, cut and fill necessary to construct the development as shown in the Candlestick Point Infrastructure Plan Section 5.5.	\$41,971,651

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
STADIUM ALTERNATIVE**

Schedule I		Stadium Alternative	
Section 33445 Facilities (Located Within or Contiguous to BVHP Project Area B)			
Item No.	Facility	Description of facility	Estimated cost
13	Streetscape Improvements	Includes streetscape improvements of the on-site streets according to the Candlestick Point Infrastructure Plan Section 2.1, to be further defined in the Project Streetscape Master Plan.	\$20,820,846
14	Temporary Improvement	Interim improvements may be required to serve an early phase of the development, as described in the Candlestick Point Infrastructure Plan Section 5.2.	\$6,900,536
15	Transportation	Transportation management systems and transit stops as described in the Project Transportation Plan and Candlestick Point Infrastructure Plan Section 2.2.	\$3,710,001
16	Alice Griffith Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$4,021,696
17	Candlestick Point Neighborhood Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$5,856,280
18	Grasslands North	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$2,475,600
19	Last Port	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$4,008,541
20	Earl Boulevard Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$3,945,923
21	Wedge Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$7,644,611
22	Bayview Gardens	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$6,664,255
23	Grasslands South	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$2,475,600
24	The Neck	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$3,255,532
25	Mini Wedge Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$2,654,674

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
STADIUM ALTERNATIVE**

Schedule I		Stadium Alternative	
Section 33445 Facilities (Located Within or Contiguous to BVHP Project Area B)			
Item No.	Facility	Description of Facility	Estimated Cost
26	The Last Rubble	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$12,814,509
27	Wind Meadow	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$9,438,805
28	The Heart of the Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$5,192,541
29	The Point	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$2,509,299
30	Bayview Hillside Open Space	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$371,000
31	Jamestown Walker Slope	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$371,000
32	Palou Avenue (within Project Area)	Improvements to the existing roadways required to accommodate the development of the project area as described in the Hunters Point Infrastructure Plan Section 2.1.3.	\$12,786,148
33	Ingalls / Thomas / Carroll / Griffith	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3 and Hunters Point Infrastructure Plan Section 2.1.3.	\$20,793,246
34	Gilman	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3.	\$10,971,630
35	Ingerson	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3.	\$2,392,634

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
STADIUM ALTERNATIVE**

Schedule I		Stadium Alternative	
Section 33445 Facilities (Located Within or Contiguous to BVHP Project Area B)			
Item No.	Facility	Description of Facility	Estimated Cost
36	Jamestown	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3.	\$1,829,864
37	Yosemite Slough Bridge	A new Yosemite Slough bridge (including approach road and RAD Clearance) will be constructed as described in Hunters Point Infrastructure Plan Section 5.6.	\$82,970,072
TOTAL SECTION 33445 FACILITIES:			\$529,816,160

Note: The line item costs above are estimates only and include construction management, design, mitigation monitoring, as-builts and cost associated with transfer to City, City and third party costs, air quality monitoring, phase applications, bonds, applicable land acquisition costs, insurance, and construction contingency.

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
STADIUM ALTERNATIVE**

Schedule II		Section 33445.1 Facilities (Located Outside BVHP Project Area B)		Stadium Alternative
Item No.	Facility	Description of Facility	Estimated Cost	
38	Palou Avenue	Improvements to the existing roadways required to accommodate the development of the project area as described in the Hunters Point Infrastructure Plan Section 2.1.3.	\$15,627,513	
39	Pennsylvania & 25th Signal	Improvements to the existing roadways required to accommodate the development of the project area as described in the Hunters Point Infrastructure Plan Section 2.1.3.	\$1,113,000	
40	Harney	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3.	\$19,328,465	
41	Harney / Geneva BRT/TPS	Fair share contribution formulated through BI-County Transp. Study as described in the Candlestick Point Infrastructure Plan Sec. 2.1.3 and the Transportation Plan.	\$81,738,720	
42	Bayshore Caltrain Station	Fair share contribution formulated through BI-County Transp. Study as described in the Candlestick Point Infrastructure Plan Sec. 2.2 and the Transportation Plan.	\$3,799,040	
43	Geneva / Harney / US-101 Interchange	Fair share contribution formulated through BI-County Transp. Study as described in the Candlestick Point Infrastructure Plan Sec. 2.1.3 and the Transportation Plan.	\$31,698,240	
44	Stadium Pad	The Stadium Pad and Stadium Pad Infrastructure pursuant to the DDA and Hunters Point Infrastructure Plan Section 5.2.	\$81,962,801	

TOTAL SECTION 33445.1 FACILITIES:	\$235,267,779
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Note: The line item costs above are estimates only and include construction management, design, mitigation monitoring, as-builts and cost associated with transfer to City, City and third party costs, air quality monitoring, phase applications, bonds, applicable land acquisition costs, insurance, and construction contingency.

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
NON-STADIUM ALTERNATIVE**

Schedule I		Non-Stadium Alternative	
Section 33445 Facilities (Located Within or Contiguous to BVHP Project Area B)			
Item No	Facility	Description of Facility	Estimated Cost
1	Abatement & Demolition	Demolition of existing structures on Candlestick Point to allow for implementation of new program. See Candlestick Point Infrastructure Plan Section 5.1.	\$46,567,311
2	Auxiliary Water Supply System	Installation of a high pressure water piping network throughout the development to provide an auxiliary source of water for fire fighting purposes. See Candlestick Point Infrastructure Plan Section 2.3.4.	\$17,073,357
3	Low Pressure Water	Water service system to provide potable domestic water to each of the land uses within the development area. See Candlestick Point Infrastructure Plan Section 2.3.5.	\$18,859,023
4	Recycled Water	Distribution system for recycled water to reduce the demand on the potable water system. See Candlestick Point Infrastructure Plan Section 2.3.6.	\$9,510,750
5	Shoreline Improvements	Reconstruction and Stabilization of the existing shoreline to protect the perimeter of the development area. See Candlestick Point Infrastructure Plan Section 3.4.1.	\$6,101,439
6	Separated Sanitary Sewer	Wastewater collection system to each of the uses identified in the development area. See Candlestick Point Infrastructure Plan Section 2.3.1.	\$20,115,722
7	Storm Drainage System	Piping and various stormwater treatment facilities located throughout the development area to collect and convey stormwater runoff. See Candlestick Point Infrastructure Plan Section 2.3.3.	\$52,775,039
8	Joint Trench	Dry utility system providing a distribution system for phone, cable, fiber optic, power, gas and other related facilities throughout the development area. See Candlestick Point Infrastructure Plan Section 2.4.	\$29,644,957
9	Street Lights, Traffic Signals-Overhead Signs	Luminaires, traffic control systems, and related appurtenances as described in the Candlestick Point Infrastructure Plan Sections 2.1 and 2.2.	\$15,415,851
10	Sidewalk, Curb and Gutter	Work associated with the installation of sidewalks curb and gutter throughout the development area as described in Candlestick Point Infrastructure Plan Sections 2.1 and 2.2.	\$12,398,664
11	Streets and Roads	Construction of the roadway network established to serve the new development as described in the Candlestick Point Infrastructure Plan Sections 2.1 and 2.2.	\$23,495,139
12	Earthwork	Grading and surcharge operations including import, cut and fill necessary to construct the development as shown in the Candlestick Point Infrastructure Plan Section 5.5.	\$47,491,238

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
NON-STADIUM ALTERNATIVE**

Schedule I		Section 33445 Facilities (Located Within or Contiguous to BVHP Project Area B)		Non-Stadium Alternative
Item No.	Facility	Description of Facility	Estimated Cost	
13	Streetscape Improvements	Includes streetscape improvements of the on-site streets according to the Candlestick Point Infrastructure Plan Section 2.1, to be further defined in the Project Streetscape Master Plan.	\$20,524,048	
14	Temporary Improvement	Interim improvements may be required to serve an early phase of the development, as described in the Candlestick Point Infrastructure Plan Section 5.2.	\$6,902,945	
15	Transportation	Transportation management systems and transit stops as described in the Project Transportation Plan and Candlestick Point Infrastructure Plan Section 2.2.	\$3,775,002	
16	Alice Griffith Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$4,092,157	
17	Candlestick Point Neighborhood Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$5,958,883	
18	Grasslands North	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$2,518,973	
19	Last Port	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$4,078,771	
20	Earl Boulevard Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$4,015,057	
21	Wedge Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$7,778,546	
22	Bayview Gardens	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$6,781,014	
23	Grasslands South	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$2,518,973	
24	The Neck	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$3,312,570	
25	Mini Wedge Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$2,701,185	

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
NON-STADIUM ALTERNATIVE**

Schedule I		Non-Stadium Alternative	
Section 39445 Facilities (Located Within or Contiguous to BVHP Project Area B)			
Item No.	Facility	Description of Facility	Estimated Cost
26	The Last Rubble	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$13,039,022
27	Wirld Meadow	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$9,604,175
28	The Heart of the Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$5,283,516
29	The Point	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$2,553,262
30	Bayview Hillside Open Space	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$377,500
31	Jamestown Walker Slope	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$377,500
32	Palou Avenue (within the Project Area)	Improvements to the existing roadways required to accommodate the development of the project area as described in the Hunters Point Infrastructure Plan Section 2.1.3.	\$13,010,163
33	Ingalls/Thomas/Carrol/Griffith	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3 and Hunters Point Infrastructure Plan Section 2.1.3.	\$21,157,548
34	Gilman Avenue	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3.	\$11,126,106

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
NON-STADIUM ALTERNATIVE**

Schedule I		Section 33445 Facilities (Located Within or Contiguous to BVHP Project Area B)		Non-Stadium Alternative
Item No.	Facility	Description of Facility	Estimated Cost	
35	Ingerson	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3.	\$1,906,053	
36	Jamestown	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3.	\$1,333,424	
37	Yosemite Slough Bridge	A new Yosemite Slough bridge (including approach road and RAD Clearance) will be constructed as described in Hunters Point Infrastructure Plan Sections 5.5 and 7.5.	\$99,615,836	
TOTAL SECTION 33445 FACILITIES:			\$553,790,720	

Note: The line item costs above are estimates only and include construction management, design, mitigation monitoring, as-builts and cost associated with transfer to City, City and third party costs, air quality monitoring, phase applications, bonds, applicable land acquisition costs, insurance, and construction contingency.

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
NON-STADIUM ALTERNATIVE**

Schedule II		Section 33445.1 Facilities (Located Outside BVHP Project Area B)		Non-Stadium Alternative
Item No.	Facility	Description of Facility	Estimated Cost	
38	Palou Avenue	Improvements to the existing roadways required to accommodate the development of the project area as described in the Hunters Point Infrastructure Plan Section 2.1.3.	\$15,901,311	
39	Pennsylvania & 25th Signal	Improvements to the existing roadways required to accommodate the development of the project area as described in the Hunters Point Infrastructure Plan Section 2.1.3 and the Transportation Plan.	\$1,132,500	
40	Harney	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3.	\$18,261,196	
41	Harney / Geneva BRT/TPS	Fair share contribution formulated through Bi-County Transp. Study as described in the Candlestick Point Infrastructure Plan Sec. 2.1.3 and the Transportation Plan.	\$83,170,800	
42	Bayshore Caltrain Station	Fair share contribution formulated through Bi-County Transp. Study as described in the Candlestick Point Infrastructure Plan Sec. 2.2 and the Transportation Plan.	\$3,865,600	
43	Geneva / Harney / US-101 Interchange	Fair share contribution formulated through Bi-County Transp. Study as described in the Candlestick Point Infrastructure Plan Sec. 2.1.3 and the Transportation Plan.	\$32,253,600	

TOTAL SECTION 33445.1 FACILITIES:	\$154,585,007
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Note: The line item costs above are estimates only and include construction management, design, mitigation monitoring, as-builts and cost associated with transfer to City, City and third party costs, air quality monitoring, phase applications, bonds, applicable land acquisition costs, insurance, and construction contingency.

RESOLUTION NO. 72-2010

Adopted June 3, 2010

**COMMENDING THE HUNTERS POINT SHIPYARD CITIZENS
ADVISORY COMMITTEE AND EXPRESSING THE INTENTION OF
THE AGENCY TO CONSULT WITH THE COMMITTEE ON THE
IMPLEMENTATION OF THE CANDLESTICK POINT - HUNTERS
POINT SHIPYARD PHASE 2 PROJECT; HUNTERS POINT
SHIPYARD REDEVELOPMENT PROJECT AREA**


BASIS FOR RESOLUTION

1. The Hunters Point Shipyard Citizens Advisory Committee ("CAC") was established by the Mayor in 1993 to serve as an advisory body to the Redevelopment Agency of the City and County of San Francisco ("Agency") in the planning for the development of the Hunters Point Shipyard. The members of the CAC serve at the pleasure of the Mayor.
2. The CAC has worked diligently for over 17 years to plan for the reuse and development of the Hunters Point Shipyard.
3. The CAC has worked for over three years with the Agency, the City, and members of the Bayview Hunters Point community to plan for the development of Candlestick Point and the Hunters Point Shipyard, and has substantially contributed to the planning for this development.
4. The Agency wishes to continue to consult with the CAC regarding the implementation of the Candlestick Point – Hunters Point Shipyard Phase 2 Project.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED that the Redevelopment Agency of the City and County of San Francisco extends to the members of the Hunters Point Shipyard Citizens Advisory Committee its commendation and gratitude for their efforts in the planning of the Candlestick Point - Hunters Point Shipyard Phase 2 Project, and expresses its intention to continue to consult with the committee in the advisory capacity on the implementation of the project.

APPROVED AS TO FORM:


James B. Morales
Agency General Counsel

RESOLUTION NO. 73-2010

Adopted June 3, 2010

**COMMENDING THE BAYVIEW HUNTERS POINT PROJECT AREA
COMMITTEE AND EXPRESSING THE INTENTION OF THE
AGENCY TO CONSULT WITH THE COMMITTEE ON THE
IMPLEMENTATION OF THE CANDLESTICK POINT -
HUNTERS POINT SHIPYARD PHASE 2 PROJECT;
BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREA**

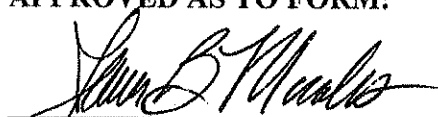
BASIS FOR RESOLUTION

1. The Bayview Hunters Point Project Area Committee ("PAC") was established by the Board of Supervisors of the City and County of San Francisco in 1997 to serve as an advisory body to the Redevelopment Agency of the City and County of San Francisco ("Agency") in the planning for the redevelopment of the Bayview Hunters Point Redevelopment Project Area ("Project Area").
2. The Bayview Hunters Point Redevelopment Plan requires that the Agency maintain the PAC to oversee the implementation of the revitalization of the Project Area.
3. The PAC has worked diligently for 13 years providing the Agency and City Departments with policy guidance and a forum for community input of its redevelopment policies and programs.
4. The PAC has worked extensively over the past three years with the Agency, the City, and members of the Bayview Hunters Point community to plan for the reuse and development of the Candlestick Point and the Hunters Point Shipyard, and has substantially contributed to the planning for this development.
5. The Agency will continue to consult with the PAC regarding the implementation of the Candlestick Point - Hunters Point Shipyard Phase 2 Project.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED that the Redevelopment Agency of the City and County of San Francisco extends to the members of the Bayview Hunters Point Project Area Committee its commendation and gratitude for their efforts in the planning of the Candlestick Point - Hunters Point Shipyard Phase 2 Project, and expresses its intention to continue to consult with the committee in the advisory capacity on the implementation of the Project.

APPROVED AS TO FORM:


James B. Morales
Agency General Counsel