

BOARD of SUPERVISORS



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January 22, 2020

Planning Commission
Attn: Jonas Ionin
1650 Mission Street, Ste. 400
San Francisco, CA 94103

Dear Commissioners:

On January 14, 2019, Mayor Breed introduced the following legislation:

File No. 200039

Ordinance amending the Planning Code and Zoning Map to establish the Potrero Power Station Special Use District, generally bounded by 22nd Street and the southern portion of the newly created Craig Lane to the north, the San Francisco Bay to the east, 23rd Street to the south, and Illinois Street to the west; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 200040

Ordinance approving a Development Agreement between the City and County of San Francisco and California Barrel Company LLC, a California limited liability company, for the Potrero Power Station Mixed-Use Project at the approximately 29-acre site generally bounded by 22nd Street to the north, the San Francisco Bay to the east, 23rd Street to the south, and Illinois Street to the west, in the southeast part of San Francisco, with various public benefits, including 30% affordable housing and approximately 6.9 acres of publicly-accessible parks and open space; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); making public trust findings in accordance with the approval of a ground lease of Port-owned land; approving specific development impact fees and waiving any conflicting provisions in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, 82, and 99, Planning Code, Sections 169 and 138.1, Public Works Code, Section 806(d), and Subdivision Code, Section 1348; and ratifying certain actions taken in connection therewith, as defined herein.

The proposed ordinances are being transmitted pursuant to Planning Code, Section 302(b), for public hearing and recommendation. The ordinance is pending before the Land Use and Transportation Committee and will be scheduled for hearing upon receipt of your response.

Angela Calvillo, Clerk of the Board



By: Erica Major, Assistant Clerk
Land Use and Transportation Committee

- c: John Rahaim, Director
- Scott Sanchez, Acting Deputy Zoning Administrator
- Corey Teague, Zoning Administrator
- Lisa Gibson, Environmental Review Officer
- Devyani Jain, Deputy Environmental Review Officer
- Adam Varat, Acting Director of Citywide Planning
- Dan Sider, Director of Executive Programs
- Aaron Starr, Manager of Legislative Affairs
- Joy Navarrete, Environmental Planning
- Laura Lynch, Environmental Planning

1 [Planning Code, Zoning Map - Potrero Power Station Special Use District]

2
3 **Ordinance amending the Planning Code and Zoning Map to establish the Potrero**
4 **Power Station Special Use District, generally bounded by 22nd Street and the southern**
5 **portion of the newly created Craig Lane to the north, the San Francisco Bay to the east,**
6 **23rd Street to the south, and Illinois Street to the west; and making findings under the**
7 **California Environmental Quality Act, findings of consistency with the General Plan,**
8 **and the eight priority policies of Planning Code, Section 101.1, and findings of public**
9 **necessity, convenience, and welfare under Planning Code, Section 302.**

10 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
11 **Additions to Codes** are in *single-underline italics Times New Roman font*.
12 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
13 **Board amendment additions** are in double-underlined Arial font.
14 **Board amendment deletions** are in ~~strikethrough Arial font~~.
15 **Asterisks (* * * *)** indicate the omission of unchanged Code
16 subsections or parts of tables.

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

18 Section 1. Planning and Environmental Findings.

19 (a) In companion legislation adopting a Development Agreement associated with
20 the Potrero Power Station Mixed-Use Project, the Board of Supervisors adopted
21 environmental findings pursuant to the California Environmental Quality Act (CEQA)
22 (California Public Resources Code Sections 21000 et seq.), the CEQA Guidelines (14 Cal.
23 Code Reg. Sections 15000 et seq.), and Chapter 31 of the Administrative Code. The Board
24 adopts these environmental findings as though fully set forth herein in relation to this
25 ordinance. A copy of said companion legislation is in Board of Supervisors File No.
_____ and it and its environmental findings are incorporated herein by reference.

1 (b) In companion legislation adopting General Plan amendments associated with
2 the Potrero Power Station Mixed-Use Project, the Board of Supervisors adopted findings that
3 the actions contemplated in this ordinance are consistent, on balance, with the City's General
4 Plan and eight priority policies of Planning Code Section 101.1. The Board incorporates these
5 findings by reference and adopts these findings as though fully set forth herein in relation to
6 this ordinance. A copy of said companion legislation is in Board of Supervisors File No.
7 _____.

8 (c) Pursuant to Planning Code Section 302, this Board finds that this Planning Code
9 amendment will serve the public necessity, convenience, and welfare for the reasons set forth
10 in Planning Commission Resolution No. _____ and adopted on _____, 2019, and the
11 Board adopts such reasons as its own. A copy of said resolution is on file with the Clerk of
12 the Board of Supervisors in File No. _____ and is incorporated herein by reference.
13

14 Section 2. The Planning Code is hereby amended by adding Section 249.87, to read
15 as follows:

16 **SEC. 249.87. POTRERO POWER STATION SPECIAL USE DISTRICT.**

17 *(a) Purpose and Boundaries. A Special Use District entitled the "Potrero Power Station*
18 *Special Use District" (the SUD) is hereby established, generally bounded by 22nd Street and the*
19 *southern portion of the newly created Craig Lane to the north, the San Francisco Bay to the east, 23rd*
20 *Street to the south, and Illinois Street to the west, in the southeast part of San Francisco. The precise*
21 *boundaries of the SUD are shown on Sectional Map SU08 of the Zoning Map. The purpose of the SUD*
22 *is to implement the land use controls for the Potrero Power Station Mixed-Use Project, which is subject*
23 *to a Development Agreement, approved by the Board of Supervisors in the ordinance contained in*
24 *Board File No. _____.* *The Project will provide several benefits to the City, such as a significant*
25 *amount of publicly accessible open space and Community Facilities, increased public access to the*

1 waterfront, neighborhood-serving retail, extensive infrastructure improvements, and affordable
2 housing, while creating jobs, housing, and a vibrant community.

3 (b) **Role of the Port.** Within the SUD, certain open space properties are subject to the
4 jurisdiction of the Port of San Francisco. The Developer will develop, operate and maintain the public
5 parks and open spaces subject to the Public Trust in accordance with a lease with the Port. A copy of
6 the lease with the Port is on file with the Clerk of the Board of Supervisors in Board File No.

7 _____
8 (c) **Relationship to Other Planning Code Provisions.** Applicable provisions of the
9 Planning Code shall control except as otherwise provided in this Section 249.87. If there is a conflict
10 between other provisions of the Planning Code and this Section 249.87, this Section 249.87 shall
11 prevail.

12 (d) **Relationship to Design for Development.** The Design for Development, adopted by the
13 Planning Commission by Motion _____ on January 30, 2020, and as may be periodically amended,
14 sets forth design and land use standards and guidelines applicable within the SUD. A copy of the
15 Design for Development is on file with the Clerk of the Board of Supervisors in Board File No.
16 _____ . Any capitalized term in this Section 249.87, and not otherwise defined in this Section or
17 elsewhere in the Planning Code shall have the meaning ascribed to it in the Design for Development.
18 This Section, remainder of the the Planning Code, and the Design for Development shall be read and
19 construed together so as to avoid any conflict to the greatest extent possible. If there is a conflict
20 between the Design for Development and either this Section or the remainder of the Planning Code,
21 this Section or the other provision of the Planning Code shall prevail. Subject to Section 249.87(c), if a
22 later amendment to any provision of the Planning Code, including this Section 249.87, results in a
23 conflict with the Design for Development, such amended Planning Code provision shall prevail.
24 Amendments to the Design for Development may be made by the Planning Commission, but if there is a
25 conflict between an amendment to the Design for Development and this Section or the remainder of the

1 Planning Code, as applicable, this Section or other provision of the Planning Code shall prevail unless
2 and until such time as this Section or the remainder of the Planning Code is amended to be consistent
3 with the amendment to the Design for Development.

4 (e) **Relationship to the Development Agreement.** This Section 249.87 shall be read and
5 construed consistent with the Development Agreement, and all development within the Project Site that
6 is subject to the Development Agreement shall satisfy the requirements of the Development Agreement
7 for so long as the Development Agreement remains in effect.

8 (f) **Definitions.** For purposes of this Section 249.87, the following definitions shall apply.
9 If not expressly superseded by definitions set forth in this subsection (f), all definitions of the Planning
10 Code shall apply.

11 “Apparent Face, Maximum” means the maximum length of any unbroken plane of a given
12 building elevation.

13 “Base (Podium)” means the lower portion of a midrise or highrise tower that extends vertically
14 to a height of up to 90 feet.

15 “Bicycle Cage / Storage Room” means a location that provides bicycle storage within an
16 enclosure accessible only to building residents, non-residential occupants, and employees.

17 “Block” means an area of land bounded by public or private Right-of-Way and/or park.

18 “Building Project” or “Building” means the construction of a building or group of buildings
19 undertaken as a discrete project distinct from and not a part of the overall Project.

20 “Building Standards” means the standards applicable to Building Projects and any associated
21 privately-owned open spaces within the SUD, consisting of the standards specified in subsection (h)
22 below and the standards and guidelines identified as such in the Design for Development. It does not
23 mean Building Code requirements under either the California, the San Francisco, or the Port Building
24 Codes, which this Section 249.87 and the Design for Development do not override.

1 “Cart” means a mobile structure used in conjunction with food service and/or retail uses, that
2 operates intermittently in a publicly accessible open space, and that is removed daily from such open
3 space during non-business hours.

4 “City” means the City and County of San Francisco.

5 “Community Facility” has the meaning as set forth in Planning Code Section 102 as amended
6 from time to time, except that it also includes transit support facilities.

7 “Corner” means the first 30 feet extending from the intersection of two right-of-ways or a right-
8 of-way and an open space along the Frontage of a building.

9 “Developer” means the California Barrel Company, LLC, a Delaware limited liability
10 company, or its successor(s).

11 “Development Agreement” means the Development Agreement by and between the City and the
12 Developer, relative to the Project, approved by the Board of Supervisors by the ordinance in Board
13 File No. _____, as the Development Agreement may be amended from time to time.

14 “Floorplate” means the gross area of a given floor of a building as bounded by the exterior
15 walls of a floor, without any exclusions or deductions otherwise permitted under the definition of Gross
16 Floor Area.

17 “Frontage” means the vertical exterior face or wall of a building and its linear extent that is
18 adjacent to or fronts on a street, right-of- way, or open space.

19 “Gross Floor Area” has the meaning set forth in Planning Code Section 102 for C-3 districts,
20 except that the following exemptions from that definition shall not apply to any new construction, and
21 shall apply only to existing buildings on the Project Site that are rehabilitated or reused as part of the
22 Project such as Unit 3 or Station A: (1) ground floor area devoted to building or pedestrian circulation
23 and building service, and (2) space devoted to personal services, restaurants, and retail sales of goods
24 intended to meet the convenience shopping and service needs of area workers and residents, not to

1 exceed 5,000 occupied square feet per use and, in total, not to exceed 75% of the area of the ground
2 floor of the building plus the ground level, on-site open space.

3 “Kiosk” means a Building or other structure that is set upon the ground and is not attached to a
4 foundation, such as a shipping container, trailer, or similar structure, from which food service and/or
5 retail business is conducted. A Kiosk operates in a publicly accessible open space, and remains in
6 place until the business operation is terminated or relocated.

7 “Major Modification” means a deviation of 10% or more from any dimensional or numerical
8 standard in the Planning Code, this Section 249.87 or in the Design for Development, except as
9 explicitly prohibited per subsection (k) below.

10 “Micro-Retail” is defined as Retail Sales and Service Uses that are 1,000 square foot or
11 smaller.

12 “Mid-Block Alley” means a publicly-accessible alley that runs the entire length of the Block,
13 generally located toward the middle of the subject Block, and perpendicular to the subject Frontage,
14 and connecting to any existing streets and alleys. A Mid-Block Alley may be open to both pedestrian
15 and vehicular traffic, and must have at least 60% of the area of the alley open to the sky.

16 “Mid-Block Passage” means a publicly-accessible passage that runs the entire length of the
17 building, generally located toward the middle of the subject Block face, perpendicular to the subject
18 Frontage, or diagonal across the Block, and connecting to any existing streets and alleys. A Mid- Block
19 Passage is accessible only to pedestrians and may be completely covered.

20 “Minor Modification” means a deviation of less than 10% from any dimensional or numerical
21 standard in the Planning Code, this Section 249.87 or in the Design for Development, except as
22 explicitly prohibited per subsection (k) below, or any deviation from any non-numerical standard in the
23 Design for Development. Minor Modification also includes a deviation of greater than 10%
24 necessitated as a result of changes to the following Planning Code sections enacted after the Effective
25 Date of the Development Agreement: the car share parking requirements per Section 166; freight

1 loading requirements per Section 154; bicycle parking requirements per Section 155; and shower and
2 locker requirements of Section 155.4, if such deviation is commensurate with the avoided (i)
3 displacement of any required ground floor uses (including PDR) per subsection (g)(8), (ii) the
4 displacement of building or mechanical service areas necessary for the operation of the building, or
5 (iii) new obligation that would require the construction of a subsurface floor that would otherwise not
6 be constructed.

7 “Power Station Design for Development” or “Design for Development” shall mean the
8 Potrero Power Station Design for Development adopted by Planning Commission Motion [____], as
9 may be amended from time to time. The Design for Development is incorporated into this Section
10 249.87 by reference.

11 “Privately-Owned Community Improvement,” means those facilities and services that are
12 privately-owned and privately-maintained, at no cost to the City (other than any public financing set
13 forth in the Financing Plan, Exhibit C to the Development Agreement), for the public benefit, but not
14 dedicated to the City. Privately-Owned Community Improvements include certain pedestrian paths,
15 alleys (such as Craig Lane), storm drainage facilities, open spaces, and community or recreation
16 facilities to be built on land owned by Developer, or on land owned by the City subject to the
17 appropriate permits.

18 “Project” means the Potrero Power Station Mixed-Use Project.

19 “Project Site” means the approximately 29-acre site comprised of the various subareas shown
20 on Figure 249.87-1 that is within the Special Use District.

21 “Projection” means a part of a building surface that extends outwards from the primary façade
22 plane. Projections may include balconies, bay windows and other architectural features. Projections
23 may extend into the building Setback or the public Right-of-Way. A Projection that extends into the
24 public right-of-way is also an Encroachment.

1 “Public Trust” refers to tidal and submerged lands subject to jurisdiction of the Port and held
2 in trust for the common use by the people for commerce, navigation, and fisheries.

3 “Setback” means the required or actual distance between the vertical edges of a building above
4 a specified height, or between the vertical edge of a building and the property line. The Setback may
5 either start at grade creating an open space provided between the property line and the primary built
6 structure, or it may start above a specified height for the purpose of bulk reduction in the mass of the
7 building. The ground area created by a Setback imposed at the ground floor level may be dedicated for
8 public use or may be private space between the public Right-of-Way and the building mass.

9 “Social Spaces” are areas that are communal and shared within a building used by building
10 users, such as fitness rooms, workshops for hands-on projects and to conduct repairs, leasing offices,
11 shared kitchens, resident libraries or reading rooms, community rooms, children’s playrooms and
12 classrooms, which may also serve as general assembly rooms, communal kitchens, conferences rooms,
13 employee break rooms, and waiting areas.

14 “Streetwall” means a continuous façade of a building and/or buildings along a street
15 Frontage.

16 “Transparent Frontage” means the condition in which glass, glazing, window, or other
17 building feature allows visibility into the building interior. Does not include heavily tinted or highly
18 mirrored glass.

19 “Upper Building (Tower)” is the portion of a midrise or highrise tower above the Base.

20 (g) Uses.

21 (1) **Potrero Power Station Special Use District Zoning Designations.** As shown on
22 the Zoning Map, the Potrero Power Station Special Use District is co-terminus with the Potrero Power
23 Station Mixed Use District (PPS-MU), and the Public Trust Property zoned Public (P). This Special
24 Use District in Section 249.87 and other Sections referenced herein establish all zoning controls for the
25 PPS-MU district.

1 (2) Permitted Uses. The following Uses set forth in Table 249.87-1: Potrero Power
 2 Station Uses shall be permitted within the different Blocks of the SUD shown in Figure 249.87-1, where
 3 P means Permitted Use and NP means Non-permitted Use.

6 **Figure 249.87-1 Potrero Power Station Land Use Plan**

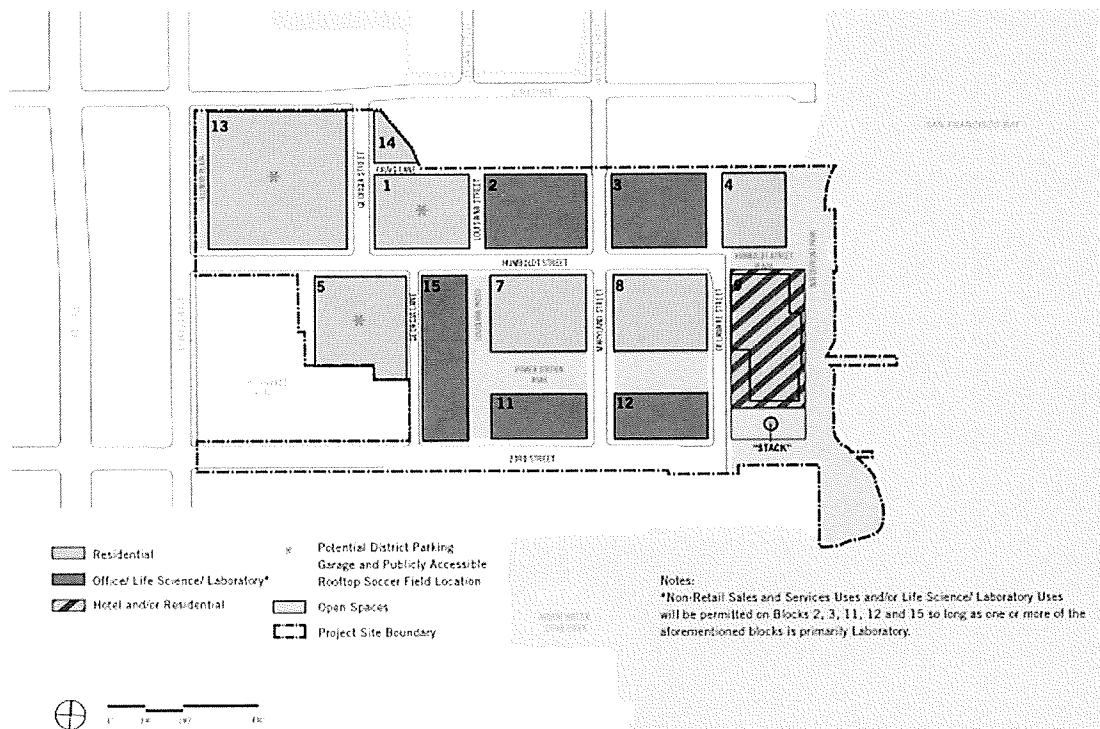


Table 249.87-1: Potrero Power Station Land Uses*

Power Station Blocks	Residential Uses	Institutional Uses	Retail Sales and Service Uses	Non-Retail Sales and Service (including Office Uses)	Entertainment, Arts, and Recreation Uses	PDR Uses	Laboratory Uses	Life Science Uses	Utility and Infrastructure Uses	Parking Garage, Public
Block 1	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP(12)	P(14)
Block 2	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(5)	P(13)	P(13)	NP(12)	NP
Block 3	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(5)	P(13)	P(13)	NP(12)	NP
Block 4	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP(12)	NP
Block 5	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(4)	NP	NP	NP(12)(6)	P(14)
Block 6	Block Omitted from Land Use Plan									
Block 7	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP(12)	NP
Block 8	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP(12)	NP
Block 9	P	P(1)	P(10)	P(8)	P(3)(11)	P(5)	NP	NP	NP(12)	NP
Block 10	Block Omitted from Land Use Plan									
Block 11	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(4)	P(13)	P(13)	NP(12)	NP
Block 12	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(4)	P(13)	P(13)	NP(12)	NP
Block 13	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(4)	NP	NP	NP(12)(6)	P(14)
Block 14	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP(12)	NP
Block 15	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(5)	P(13)	P(13)	NP(12)	NP
The Stack	NP	NP	P(2)	NP	P(3)	NP	NP	NP	NP(12)	NP
Public and Private Open Space	NP	NP	P(15)	NP	NP	NP	NP	NP	NP	NP

Notes:

** This Special Use District shall not become operative as to Block 13, Block 14, and a portion of Block 1, until the occurrence of a specified condition set forth in Section 6 of the ordinance in Board File No. _____, enacting this Section 249.87.*

(1) Hospital is NP. P at basement, ground floor, and mezzanine only for majority Residential buildings; provided that Residential Care Facility and Child Care Facility are permitted on all floors.

- 1 (2) Hotel is NP.
- 2 (3) Livery Stables are NP.
- 3 (4) Automobile Assembly, Agricultural and Beverage Processing 1, Arts Activities, Business Services,
- 4 Catering, Light Manufacturing, Metal Working, Trade Shop, Wholesale Sales are P at the basement
- 5 level, ground floor, 2nd floor, and mezzanine only. Other PDR Uses are NP.
- 6 (5) Agricultural and Beverage Processing 1, Light Manufacturing, Arts Activities, Business Services,
- 7 Catering, Trade Shop Wholesale Sales are P at the basement level, ground floor, 2nd floor, and
- 8 mezzanine only.
- 9 (6) Public Utility Yard and Storage Yards are P.
- 10 (7) P at the basement level, ground floor, mezzanine, and 2nd floor only; on Blocks 2, 3, 11, 12, and 15,
- 11 and Block 9 if Block 9 is majority non-residential, Bar, Tourist Oriented Gift Store, Specialty Grocery,
- 12 Gym, Liquor Store, Limited Restaurant, General Restaurant, Instructional Service, and Retail Personal
- 13 Service Uses are P on rooftops; other Retail Uses are NP on rooftops.
- 14 (8) P at the basement level, ground floor, and mezzanine only.
- 15 (9) P at the basement level, ground floor, mezzanine, and 2nd floor; on Blocks 2, 3, 11, 12, and 15, and
- 16 Block 9 if Block 9 is majority non-residential, Arts Activities, General Entertainment, Nighttime
- 17 Entertainment, Open Recreation Area, Outdoor Entertainment, and Passive Outdoor Recreation Uses
- 18 are P on rooftops; other Entertainment, Arts, and Recreation Uses are NP on rooftops.
- 19 (10) Hotel is P. Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store, Limited
- 20 Restaurant, General Restaurant, Instructional Service, and Retail Personal Service Uses are P on
- 21 rooftops; other Retail Uses are NP on rooftops. Only one rooftop bar shall be permitted on Block 9. If
- 22 building is majority Residential, P at the basement level, ground floor, mezzanine, 2nd floor and 3rd
- 23 floor only.
- 24 (11) If building is majority non-residential, P on all floors and rooftop, provided that only Arts
- 25 Activities, General Entertainment, Nighttime Entertainment, Open Recreation Area, Outdoor

1 Entertainment, and Passive Outdoor Recreation Uses P on rooftops; other Entertainment, Arts, and
2 Recreation Uses are NP on rooftops. If building is majority Residential, P at the basement level,
3 ground floor, mezzanine, 2nd floor, and 3rd floor only.

4 (12) Wireless Telecommunications Services (WTS) Facility, Macro and Wireless Telecommunications
5 Services (WTS) Facility, Micro are P.

6 (13) Consistent with the Phasing Plan of the Development Agreement, one or more of Blocks 2, 3, 11,
7 12, or 15 must be deed restricted for Life Science/Laboratory Uses.

8 (14) Up to one District Parking Garage is permitted but not required and may be located only on
9 Blocks 1, 5, or 13. The maximum amount of parking that may be located in the Garage is subject to the
10 parking maximums for the Project as built, less the amount of parking that is developed in each
11 individual building. The maximum height of the Parking Garage shall be 90 feet. The rooftop of the
12 District Parking Garage shall be used as a publicly accessible recreational sports field.

13 (15) Only Carts and Kiosks permitted.

14 (3) **Temporary Uses.** Temporary Uses are permitted consistent with Planning Code
15 Sections 205.1 through 205.4, subject to the following:

16 (A) Temporary Uses listed in Section 205.1(d) may be authorized for a period
17 of up to 180 days. Retail Sales and Service Uses as well as Entertainment, Arts, and Recreation Uses
18 that are permitted as a principal Use pursuant to Table 249.87-1 may be authorized for a period of up
19 to 180 days as a Temporary Use.

20 (B) Temporary uses listed in Section 205.3 may be authorized for a period up
21 to 72 hours per event for up to 12 events per year.

22 (C) Carts may be permitted as Temporary Uses pursuant to Section 205.4.

23 (4) **Carts and Kiosks.** Any approved Carts and Kiosks shall only be permitted in the
24 numbers reflected in Table 249.87-2, shall not block accessible paths of travel or areas for Emergency
25

1 Vehicle Access, and shall have a footprint of 200 square feet or less. Kiosks are permitted in the same
2 manner as other permanent uses.

3 **Table 249.87-2 Standards for Location of Carts and Kiosks**

4 USE/LOCATION	LOUISIANA PASEO	POWER STATION PARK	HUMBOLDT STREET PLAZA	BLOCK 9 OPEN SPACE	STACK PLAZA	WATERFRONT PARK
5 Cart (not larger than 200 square feet)	Limit of 1 in this open space	Limit of 2 in this open space	Limit of 1 in this open space	Not permitted	Not permitted	Limit of 3 in this open space
6 Kiosk (not larger than 200 square feet)	Limit of 1 in this open space	Limit of 1 in this open space	Limit of 1 in this open space	Not permitted	Not permitted	Limit of 1 in this open space

7
8 (5) **Interim Uses.** Prior to completion of the Project, certain interim uses may be
9 authorized for a period not to exceed five years by the Planning Director, without a public hearing if
10 the Planning Director finds that such Interim Use will not impede orderly development consistent with
11 this Section 249.87, the Design for Development, and the Development Agreement. Any authorization
12 granted pursuant to this subsection 249.87(g)(5) shall not exempt Applicant from obtaining any other
13 permit required by law. Additional time for such uses may be authorized upon a new application for
14 the proposed Interim Use. Permitted Interim Uses shall include, but are not limited to:

15 (A) **Retail Sales and Services;**

16 (B) **Entertainment, Arts, and Recreation, including but not limited to**
17 temporary art installations, exhibits, and sales, recreational facilities and uses (such as play and
18 climbing structures and outdoor fitness classes), and temporary structures to accommodate events
19 (such as stages, seating, and support facilities for patrons and operations);

20 (C) **Public and Private Parking Lots, if accessory to other permitted,**
21 temporary, or interim uses;

22 (D) **PDR;**

23 (E) **Educational activities, including but not limited to after-school day camp**
24 and activities;

1 (F) Site management service, administrative functions, and customer
2 amenities and associated loading;

3 (G) Rental or sales offices incidental to new development; and

4 (H) Trailers, recreational vehicles, or other temporary housing for
5 construction workers, seasonal labor, or other workforce employment needs.

6 **(6) Outdoor Activity Areas.**

7 (A) Outdoor Activity Areas as defined in Section 102 are permitted.

8 **(B) Waterfront Outdoor Food Service Areas.** Permanent, semi-permanent
9 and movable furnishings such as tables, chairs, umbrellas, heat lamps, and fire pits for eating and
10 drinking use shall be permitted on the east side of the buildings constructed on Blocks 4 and 9. The
11 shaded areas in Figure 249.87-2 indicate potential locations for this use. Food service areas must
12 remain clear of the Blue Greenway at all times. Within these areas, up to 60% of the area may be
13 reserved for exclusive use by eating and drinking establishments during business hours. This reserved
14 area may be contiguous. The remainder of these areas shall also feature similar seating amenities,
15 shall be open to the public and shall not require patronage of any eating and drinking establishment.
16 Public seating should be of high quality and differentiated from reserved seating at adjacent eating and
17 drinking establishments. Signage shall be provided to clearly indicate that public seating is open to the
18 public without having to patronize the eating and drinking establishment.

19 ///

20 ///

21 ///

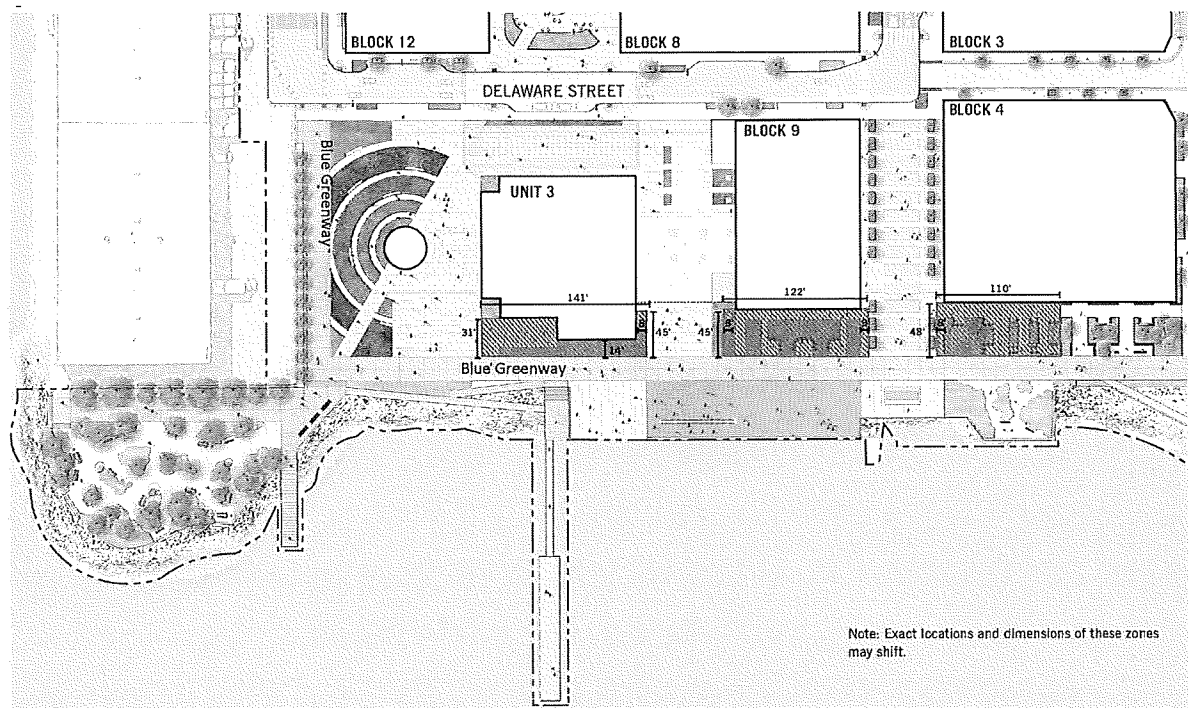
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Figure 249.87-2 Waterfront Park Outdoor Food Service Areas



OUTDOOR FOOD SERVICE AREAS

Food and Beverage Service: Allowed Zones

 Up to 60% of Each Designated Area May be Used for Food and Beverage Service.



(7) **Nonconforming Uses.** Nonconforming uses and structures may be continued and are otherwise subject to Sections 181-183 and 188 of the Planning Code.

(8) **Ground Floor Use Requirements.** Within this SUD, only the ground floor controls contained in the SUD shall apply. Ground Floor Uses shall be consistent with Section 145.1, subject to the following:

(A) **Active Uses:** Consistent with subsection (g)(8)(C), only the following Uses shall be considered a active uses: Retail, Sales and Service Use; PDR Use; Institutional Use; Entertainment, Arts, and Recreation Use; Non-Retail, Sales and Service Use; and Residential Use; and Lobbies up to 40 feet in width or 25% of building frontage, whichever is larger. With the exception of

1 space for parking and loading access, building egress, and access to mechanical systems, space for
2 active uses must be provided within the first 25 feet of building depth on the ground floor for 100% of
3 the shaded Active Use, Priority Retail, and Priority PDR Frontage zones identified in Figure 249.87-3,
4 unless specified otherwise in subsection (g)(8)(C).

5 (B) Active Use for Lane Frontages. In addition to the active uses permitted
6 under subsection (g)(8)(A), the following shall be considered an active uses for areas shown as Lane
7 Frontages in Figure 249.87-3: building insets of at least 4 feet in depth at the ground floor for
8 pedestrian amenities, including permanent, semi-permanent, and movable furnishings such as tables,
9 chairs, umbrellas; and Public Art, such as a wall mural, at least 15 feet in height measured from
10 ground level.

11 (C) Active Use Requirements:

12 (i) Non-Retail, Sales and Service Use may occupy up to a maximum
13 of 50% of the building Frontage including, any accessory mail rooms and bicycle storage rooms, which
14 must have direct access to the street or lobby space.

15 (ii) Non-Retail, Sales and Service Use and Institutional Use shall
16 provide Social Spaces (as defined in this Section 249.87).

17 (iii) Residential Uses shall have dwelling units with direct access to a
18 street or public open space.

19 (iv) Micro-Retail Uses shall be provided within the first 10 feet of
20 building depth.

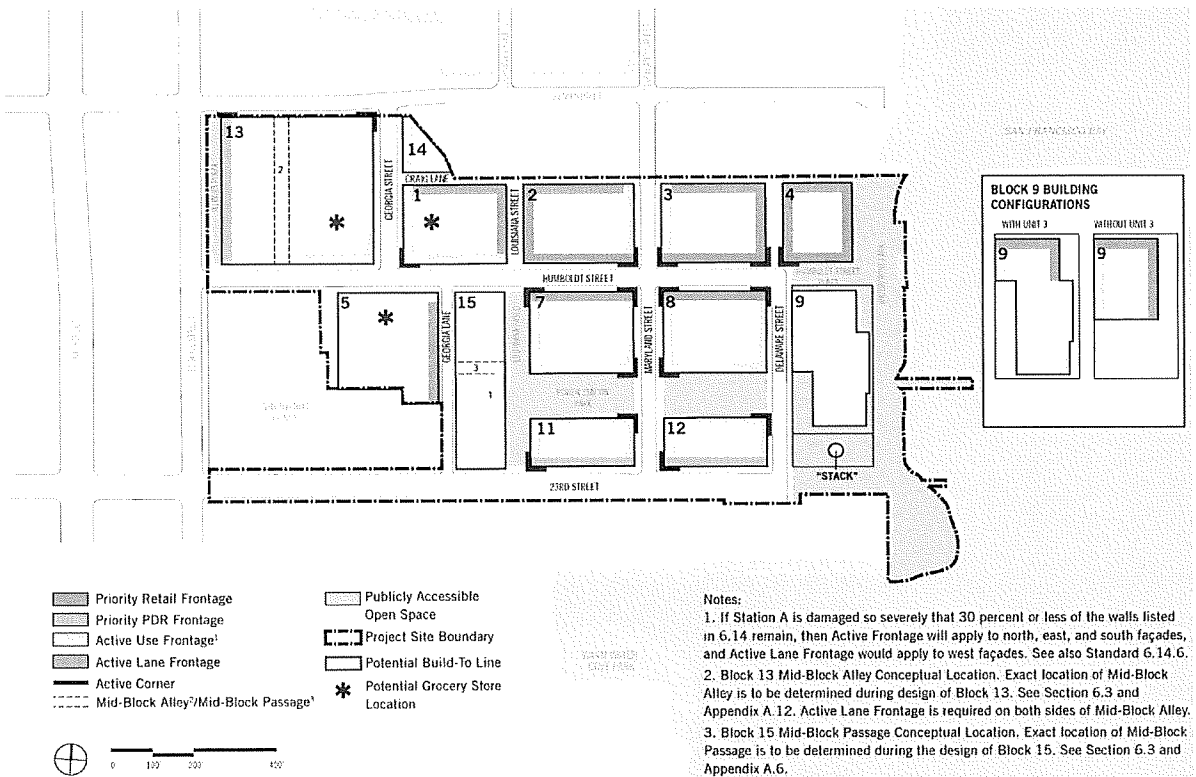
21 (v) Social Spaces, including those provided pursuant to subsection
22 (g)(C)(ii) shall be provided within the first 15 feet of building depth, at the front of the space, and
23 oriented toward the street.

24 (vi) Within Priority Retail Frontage zones, a minimum of 50% of the
25 active uses shall be Retail, Sales and Service Uses to a depth of 40 feet.

(vii) Within Priority PDR Frontage zones, a minimum of 75% of the active uses shall be PDR Uses to a depth of 40 feet, except that if Childcare and/or Community Facilities are provided within the subject Priority PDR Frontage(s), then a minimum of 50% of the active uses shall be limited to PDR uses.

(viii) Within Active Corners, as shown in Figure 249.87-3, only the following active uses are permitted for a minimum of 30 feet of the Frontage from each corner: (1) Retail, Sales, and Service Use; (2) Entertainment, Arts, and Recreation Use; and (3) Community Facility Use.

Figure 249.87-3: Ground Floor Uses



(h) Building Standards. Building Standards shall be as follows, unless modified in accordance with subsection (k) below.

1 (1) **Dwelling Unit Density.** There shall be no residential density limit or maximum
2 floor area ratio within the SUD.

3 (2) **Required Residential Dwelling Unit Mix.**

4 (A) No less than 30% of the total number of proposed dwelling units in each
5 building or phase in a Development Phase Approval shall contain at least two bedrooms. Any fraction
6 resulting from this calculation shall be rounded to the nearest whole number of dwelling units.

7 (B) No less than 10% of the total number of proposed dwelling units in each
8 building or phase in a Development Phase Approval shall contain at least three bedrooms. Any fraction
9 resulting from this calculation shall be rounded to the nearest whole number of dwelling units. Units
10 counted towards this requirement may also count towards the requirement for units with two or more
11 bedrooms as described in subsection (A) above.

12 (C) The dwelling unit mix requirement in this subsection (h)(2) shall not
13 apply to buildings for which 100% of the Residential Uses are: Group Housing, Dwelling Units that
14 are restricted to a maximum sales or rental price that is affordable to households earning 150% of
15 Area Median Income or less, Single Room Occupancy (SRO) Units, Student Housing, or housing
16 specifically and permanently designated for seniors or persons with physical disabilities, including
17 units to be occupied by staff serving any of the foregoing Residential Uses.

18 (3) **Building Height Limits.**

19 (A) **Measurement of Height.** Building heights are to be measured from the
20 highest point of finished grade along the property line of the parcel on which the building is located, up
21 to the highest point of the uppermost structural slab in the case of a flat roof; or up to the average
22 height of the rise in the case of a pitched or stepped roof, or similarly sculptured roof form.

23 (B) **Maximum Building Height.** For purposes of the SUD, the height limits
24 shall be as set forth in Section Map HT08 of the Zoning Map and as further limited and detailed in
25 Figure 249.87-4: Building Height Maximums, and as further governed by this Section 249.87. The

1 following rooftop elements may project above given height limits without regard to horizontal area
2 with the condition that:

3 (i) On rooftops between 45 feet and 100 feet in height, rooftop
4 elements greater than four feet in height must be set back at a minimum ratio of 1.2 feet in a horizontal
5 dimension from the roof edge for every one foot that they exceed the maximum height limit;

6 (ii) On Upper Building rooftops, mechanical features must be
7 screened or enclosed;

8 (iii) Enclosed structures designed for human occupancy may not
9 exceed 25% of the total roof area of a building (including roof areas of the same building at different
10 elevations);

11 (iv) The sum of the horizontal areas of the following rooftop elements
12 may not exceed 40% of the total horizontal area of the roof of the building, and may project for the
13 number of feet above the permitted height limit as follows:

14 a. Elevator, stair and mechanical penthouses, and other
15 mechanical equipment and appurtenances necessary to the operation or maintenance of the building or
16 structure itself, such as chimneys, ventilators, plumbing vent stacks, and/or cooling towers together
17 with visual screening for any such features, all up to 20 feet in height. Elevators, stair and mechanical
18 penthouses may exceed 20 feet in height as required by the California Code of Regulations.

19 b. On the roof of majority Residential buildings, structures
20 related to the recreational use of the rooftop (e.g. greenhouses, sheds for the storage of furniture or
21 equipment, hot tub enclosures, changing rooms, etc.) up to 16 feet in height.

22 c. On the roof of majority non-residential buildings, Retail
23 structures up to 16 feet in height containing one or more of the uses permitted in Table 249.87-1. Any
24 enclosed space for these uses shall not exceed 5,000 square feet of Gross Floor Area and, other than on
25

1 Block 9, shall be accompanied by one square foot of Publicly Accessible Open Space for each square
2 foot of Gross Floor Area.

3 d. Enclosed restrooms up to 10 feet in height.

4 (v) On buildings that contain majority Laboratory Use, mechanical
5 features necessary to building operations related to Laboratory facilities may exceed 40% of the
6 horizontal area of the roof provided they do not contain space for human occupancy;

7 (vi) The following rooftop elements may project above given height
8 limits without regard to horizontal area:

9 a. Non-occupied architectural features, including non-
10 permeable wind screens, up to 10 feet in height on buildings between 45 and 100 feet (with a minimum
11 Setback of five feet from the roof edge) and up to 20 feet on Upper Buildings above the maximum
12 permitted building height, except on Block 7, where these features may extend up to 10% vertically
13 above the maximum permitted building height;

14 b. Unenclosed structures related to unroofed publicly
15 accessible recreation facilities, such as sports fields and swimming pools, including lighting required
16 for the nighttime enjoyment of rooftop fields, all up to 60 feet in height, and/or fencing, goal boxes and
17 other sports equipment, netting or other semi-transparent enclosure necessary for the safe enjoyment of
18 unroofed recreation facilities, all up to 30 feet in height;

19 c. Furniture and other unenclosed features intended to allow
20 for the habitable use of the rooftop, including, but not limited to tables, chairs, umbrellas, lighting,
21 canopies, lattices, sunshades, and trellises, all up to a height of 10 feet;

22 d. Photovoltaic panels;

23 e. Equipment and appurtenances necessary to Living Roofs
24 as defined in Planning Code Section 149;

1 f. Wireless Telecommunications Services Facilities and
2 other antennas, dished and towers and related screening elements;

3 g. Landscaping features, with a maximum height of 48 inches
4 for planters or other non-plant materials;

5 h. Trees and plants;

6 i. Decking, up to three feet in height;

7 j. Flagpoles and flags;

8 k. Cranes, scaffolding and batch plants erected temporarily
9 at active construction sites; and

10 l. Railings, parapets and catwalks, up to four feet in height.

11 (vii) Permitted above-grade pedestrian connections for Turbine Plaza.

12 (C) Height of Existing Structures. The existing heights for Unit 3 (131 feet)
13 and the Stack (300 feet) are permitted. In the event that the Stack collapses or is otherwise damaged
14 beyond repair, permitted heights shall be those applicable to open space. Should Unit 3 be demolished,
15 the height limit for Block 9 shall be 125/85 feet, as set forth on Sectional Map HT08 of the Zoning Map
16 and as further limited and detailed in Figure 249.87-4.

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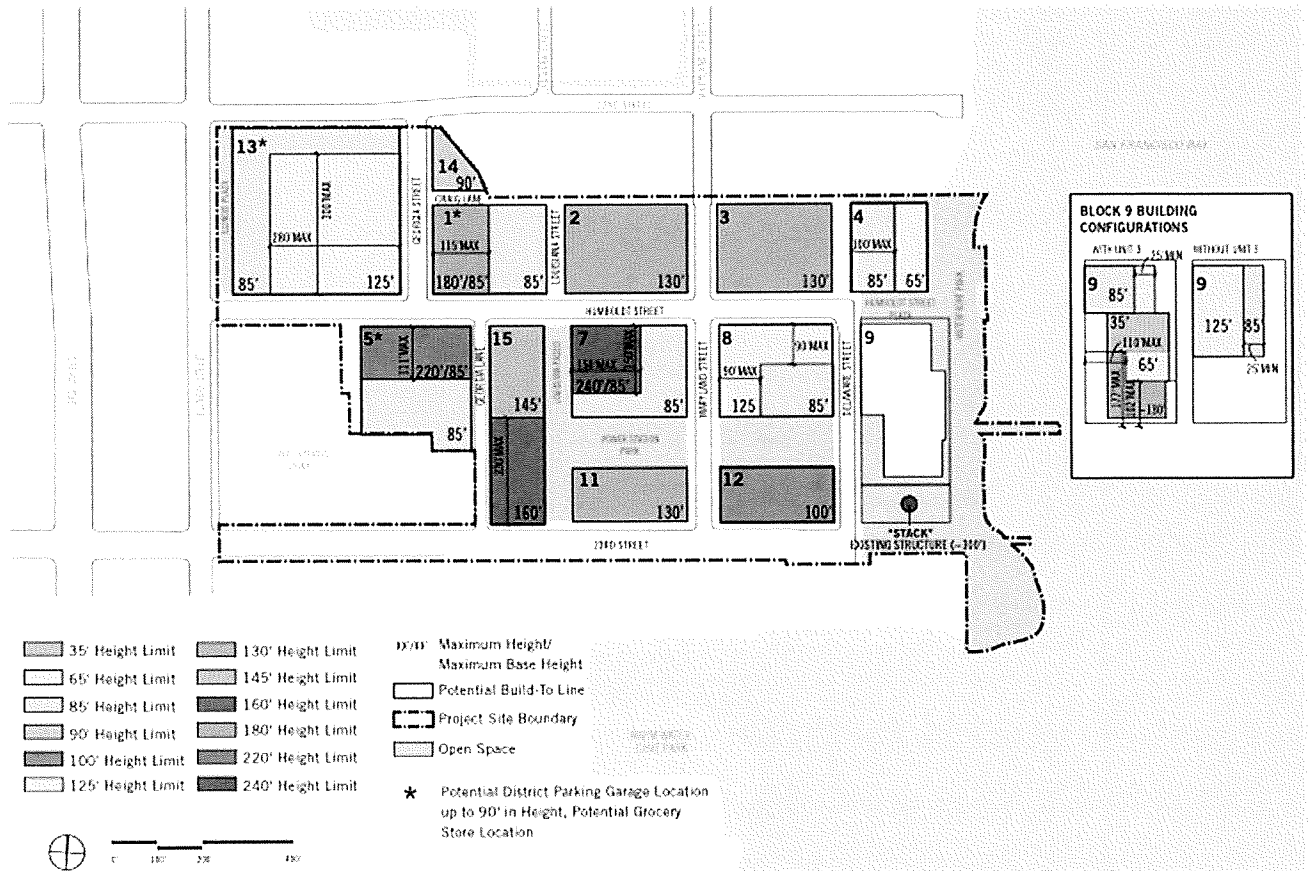
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Figure 249.87-4: Building Heights Maximum



(4) **Bulk.** The following bulk controls, summarized in Table 249.87-3, apply only to building heights greater than 145 feet: the Upper Buildings of the midrise towers on Block 1, and the highrise towers on Blocks 5 and 7. For purposes of this subsection a midrise tower is a building between 146 and 180 feet in height and a highrise tower is a building between 181 and 240 feet in height. Unless otherwise stated, these controls do not apply to Block 15 with or without Station A.

(A) The maximum average Floorplate of the Upper Building is defined as the sum of the area of all of the Floorplates of the Upper Building, divided by the number of floors in the Upper Building.

(B) The Maximum Plan Dimension of an Upper Building is the greatest plan dimension parallel to the longest side of the building at any given level of the Upper Building. The

1 Maximum Diagonal Dimension of an Upper Building is the greatest horizontal distance between two
2 opposing points at any level of the Upper Building. Maximum Plan and Maximum Diagonal Dimension
3 do not apply to balconies, cornices, decorative Projections, unenclosed building elements, or other
4 unenclosed obstructions permitted by Planning Code Section 136.

5 (C) The Maximum Apparent Face shall be a maximum of 120 feet of the
6 Upper Building. The Maximum Apparent Face shall be offset with a change in plane of at least five feet
7 in depth. This change in plane must be accompanied by a change in height of the roof form (which may
8 be a reduction or increase in the height of the roof screen) of at least five feet and/or a change in
9 material. The required change in plane may occur by curving the face of the building.

10 (D) For buildings with curved façades, on those portions of the façade that
11 are curved, the Maximum Apparent Face shall be measured as the plan dimension between the end
12 points of each arc. If the building is a circle or ellipse, the Maximum Apparent Face shall be measured
13 as the longest diameter of the circle or ellipse.

14 (E) For Block 15 without Station A, the building above the 65-foot setback
15 shall achieve a 15% average reduction in square footage for all floors. The reduction shall apply
16 relative to a baseline floorplate of 47,089 square feet (i.e. the footprint of Station A) for construction
17 up to 145 feet and a baseline floorplate of 24,955 square feet for construction between 145 feet and 160
18 feet.

19 (F) Sculpting of Vertical Addition to Station A on Block 15. New
20 construction of a vertical addition to Station A on Block 15 is subject to the building height maximums
21 for Block 15 shown on Figure 249.87-4, and shall achieve a 15% reduction in overall exterior volume
22 for all mass above the existing Station A walls. The reduction shall apply relative to a baseline
23 floorplate of 47,089 square feet (i.e. the footprint of Station A) for construction up to a height of 145
24 feet, and a baseline floorplate of 24,955 square feet for construction between 145 feet and 160 feet in
25 height.

1 (i) Assuming the existing Station A walls are an average of 65 feet in
 2 height, the overall volume allowed above shall be calculated as follows:

3		
4	A	Floorplate up to 145' x height between Station A walls and 145' = volume A
5	B	Floorplate above 145' x height above 145' = volume B
6	C	A + B = total volume
7	D	C x 0.85 = maximum buildable volume
8	E	C x 0.15 = required volumetric reduction

9 (ii) The 15% reduction may be achieved by providing setbacks, a
 10 Vertical Hyphen, or a combination of these or other sculpting strategies. Where a Vertical Hyphen is
 11 utilized as a design element, it shall be at least 10 feet in depth and at least one story in height
 12 beginning at the height of the cornice of the existing walls of Station A.

13 (iii) A project applicant may request and the Planning Director may
 14 grant a waiver from the 15% reduction requirement if the Planning Director determines that new
 15 construction on Block 15 above the height of the Station A walls demonstrates superior design quality
 16 consistent with the provisions of this Section 249.87 and with the following sculpting purposes:

- 17 a. Differentiation in mass from the existing Station A
- 18 structure below;
- 19 b. Reduction in mass to ensure that development on Block 15
- 20 does not overwhelm adjacent open spaces and sensitively responds to its immediate context, including
- 21 adjacent structures, streets, open spaces, and to the existing walls of Station A itself, and;
- 22 c. Sculpting of the mass with an architectural expression that
- 23 distinguishes Block 15 as a high-quality, character-defining element of the site's urban design.

24 (iv) Projections in new construction above the existing Station A walls are
 25 permitted per Planning Code Section 136 for Streets, Alleys, and Useable Open Space, except that such

1 projections shall be measured from the outer face of the existing Station A wall that faces a street,
 2 alley, or open space.

3 (v) To allow for the possibility of a design response that results in a superior
 4 design consistent with the provisions of this Section 249.87, particularly Section 249.87(h)(4)(F)(iii), the
 5 Planning Director may approve projections on the eastern wall of Station A (facing Louisiana Paseo and
 6 Power Station Park) that deviate from Planning Code Section 136 provided that no projection extends
 7 farther than 10 feet beyond the outer face of the existing Station A walls, and projections are limited to
 8 no more than 25% of the square footage of the building face above the existing Station A walls.

9 **Table 249.87-3: Summary of Bulk Controls and Separation Requirements**

	LOWRISE & MIDRISE BUILDINGS (UP TO 145' IN HEIGHT)	MIDRISE TOWER ON BLOCK 1 (146'-180' IN HEIGHT)	MIDRISE TOWER ON BLOCK 15 (146'-160' IN HEIGHT)	HIGHRISE TOWERS ON BLOCKS 5 AND 7 (181'-240' IN HEIGHT)
UPPER BUILDING BULK CONTROLS				
Maximum Average Floorplate	N/A	12,000 gross square feet	See D4D Standard 6.5.1	12,000 gross square feet
Maximum Plan	N/A	150'	N/A	140'
Maximum Diagonal	N/A	190'	N/A	160'
Maximum Apparent Face	N/A	120'	N/A	120'
Upper Building Separation	N/A	85'	115'	115'

15 (5) **Upper Building Separation.** The applicable Upper Building separation
 16 requirements shall be as set forth in Table 249.87-3. Separation shall be measured horizontally from
 17 the building face of the subject Upper Building to the nearest building face of the closest Upper
 18 Building, exclusive of permitted obstructions pursuant to Planning Code Section 136.

19 (6) **Streetwalls.** New buildings must provide a Streetwall for at least 65% of each
 20 Frontage from sidewalk grade to the required maximum Streetwall height as established in Figure
 21 249.87-5. The Streetwall requirements of this subsection do not apply to the following:

22 (A) Existing buildings on the Project Site that are rehabilitated or reused as
 23 part of the Project (such as Unit 3 or Station A), including additions to such existing buildings;

24 (B) Pocket parks that extend at least 10 feet horizontally inward from the
 25 property line; or

1 (C) The Frontage of any new building facing Waterfront Park (including
2 Humboldt Street Plaza), Power Station Park, or Louisiana Paseo, provided that deviations from the
3 minimum 65% standard shall contribute to differentiated architecture.

4 (7) Setbacks. All building mass shall be set back from the building's Streetwall
5 above a certain height, as summarized in Figure 249.87-5 and further regulated below.

6 (A) Setbacks are not required along Mid-Block Alleys, except that, on
7 Frontages facing the Mid-Block Alley on Block 13, buildings shall be set back at least 10 feet from the
8 Streetwall at a height of 70 feet.

9 (B) The Setback requirements do not apply to the highrise tower on Block 7.
10 Instead the highrise tower must be set back at least 15 feet in the horizontal dimension for at least 60%
11 of the Upper Building's Frontages along Humboldt Street or Louisiana Paseo.

12 (C) Setbacks are not required for the District Parking Garage.

13 (D) If the eastern wall of Station A is not retained, at least 60% of the eastern
14 façade of Block 15 framed by the southern façade of Block 7 and the northern façade of Block 11
15 should include a volumetric projection of approximately 10 feet in plan from the primary façade of the
16 building and that is at least 5 stories. The projection must provide a pedestrian passage way between
17 Louisiana Paseo and Georgia Lane that is no less than 20 feet wide and 30 feet tall. If the projection
18 reaches the ground floor, it must be permeable and open to pedestrians. Any building constructed
19 within the Mid-Block Alley on Block 15 without Station A shall be set back at least five feet from the
20 eastern and western faces of the building.

21 ///

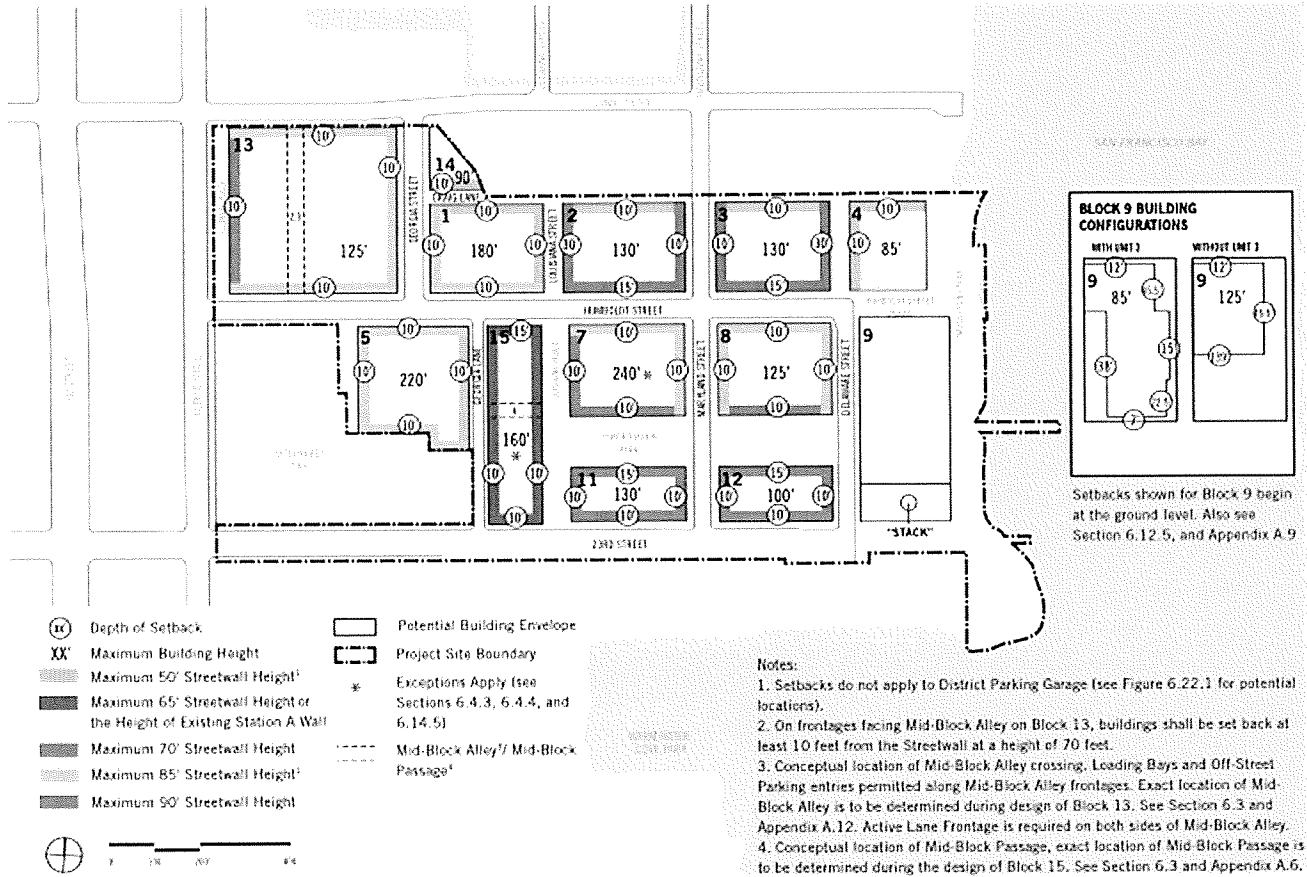
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Figure 249.87-5: Setbacks



(8) **Rear Yard.** *There shall be no rear yard requirement within the Potrero Power Station Special Use District.*

(9) **Usable Open Space.** *Usable open space shall be required for Residential Uses as follows: For each dwelling unit there shall be: (i) a minimum of 36 square feet of open space if private, or (ii) 48 square feet of open space if common. For Group Housing or Single Room Occupancy units, the minimum open space requirements shall be one-third the amount specified in this subsection for a dwelling unit. Required open space shall be on the same development block as the units it serves. To count as usable open space, the area credited on a deck, balcony, porch, or roof must either face a street, or face or be within an open area per Subsection 249.87(h)(10).*

1 (A) **Common Open Space.** All common open space shall have a minimum 10
2 feet in every horizontal dimension and be unobstructed and open to the sky, except for obstructions
3 permitted under Planning Code Section 136. Mid-Block Alleys may count as common open space
4 provided that the Alley does not allow vehicular access. Common Open Space may be publicly accessible.

5 (B) **Private Open Space.** Private open space shall have a minimum dimension
6 of six feet in every horizontal dimension. Private open space shall be directly accessible from the dwelling
7 unit it serves.

8 (10) **Minimum Dwelling Unit Exposure.** All dwelling units shall face onto a public or
9 private right- of-way, or onto an open area, defined as:

10 (A) A public street, publicly accessible alley, or Mid-Block Passage (public or
11 private) at least 20 feet in width that is unobstructed and at least 60% open to the sky;

12 (B) An outer court or terrace that is open to a public street, public alley, Mid-
13 Block Alley (public or private), or public open space and at least 25 feet in width;

14 (C) An inner court which is unobstructed (except for obstructions permitted in
15 Planning Code sections 136(c)(14), (15), (16), (19), and (20)) and is no less than 40 feet in one horizontal
16 dimension and 25 feet in the other horizontal dimension at the lowest two floors which have dwelling
17 units facing onto the inner court. The horizontal dimension that is at least 25 feet shall increase five feet
18 at each subsequent floor;

19 (D) For below grade units, an open space at the same grade as the units, that
20 is no less than 7.5 feet wide in every horizontal dimension, at least 136 square feet in area, and 60%
21 open to the sky. Such open spaces shall face onto a street, alley or open space. Below grade units shall
22 be maximum 6 feet below the grade of the street, alley or public open space.

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1 (11) Ground Floor Design.

2 (A) Ground Floor Height. All non-residential ground floor spaces shall have
3 a minimum floor-to-floor height of 15 feet as measured from grade. At least 30% of the cumulative PDR
4 space pursuant to Figure 249.87-3 shall contain floor-to-floor heights of 17 feet.

5 (B) Awnings and Canopies. Awnings and canopies must be at least eight feet
6 above sidewalk grade. Awnings that are more than 100 feet in length must be at least 15 feet above
7 sidewalk grade. Awnings or canopies that are between eight and 15 feet above sidewalk grade may
8 project up to 10 feet beyond the building facade (including into the public right of way). Awnings or
9 canopies that are higher than 15 feet above sidewalk grade may project up to 15 feet beyond the building
10 facade (including into the public right of way). In no instance shall any awning or canopy project beyond
11 the width of the sidewalk they cover. Awnings and canopies shall be designed so as not to interfere with
12 street tree canopy.

13 (C) Transparent Frontages. Portions of frontages that contain active uses per
14 section 249.87(g)(8), other than Residential Units or PDR Uses, shall be fenestrated with transparent
15 windows and doorways for not less than 60% of the street frontage at between two feet and 12 feet vertical
16 above grade, and must allow visibility of at least four feet in depth inside of the building. PDR frontages
17 shall be fenestrated with transparent windows or doors for no less than 50% of the street frontage from
18 sidewalk grade up to 12 feet vertical above grade, and must allow visibility of at least four feet in depth
19 inside of the building. The use of dark, mirrored, or opaque glass shall not count toward the required
20 transparent area. Ground-floor transparent frontage standards shall not apply to historic or adaptively-
21 reused buildings.

22 (12) Maximum Off-Street Parking. The location and design standards for off-street
23 automobile parking shall be governed by the Design for Development. Off-Street parking is not required
24 and shall be limited to the following maximum ratios:

25 ///

Table 249.87-4: Maximum Off-Street Parking Ratios per Land Use*

<u>Land Use</u>	<u>Off-Street Parking Ratio</u>
<u>Residential</u>	<u>0.6 space: 1 unit</u>
<u>Non-Retail Sales and Service, Industrial, PDR, Laboratory, or Life Science Uses</u>	<u>1 space: 1,500 gross square feet of Occupied Floor Area</u>
<u>Hotel</u>	<u>1 space: 16 Hotel guest rooms, plus 1 space for a hotel manager</u>
<u>General Grocery or Special Grocery Uses</u>	<u>3 spaces: 1,000 gross square feet of Occupied Floor Area</u>
<u>All Other Uses</u>	<u>No off-street parking permitted</u>

*Pursuant to subsection (n)(4), parking amounts may be greater on a Parcel-by-Parcel basis than otherwise allowed by Table 249.87-4.

(13) **Signage.** All signs shall be defined as described by Article 6 of the San Francisco Planning Code. The provisions of Section 607.2 (“Mixed-Use Districts”) of the San Francisco Planning Code applicable to Urban Mixed Use (“UMU”) Districts shall apply such that a sign that is permitted or prohibited in a UMU District shall likewise be permitted or prohibited in the Potrero Power Station SUD. All signs shall be defined as described by Article 6 of the San Francisco Planning Code. Provided further that:

(A) **Concealed Electrical Signage Elements.** All electrical signage elements such as wires, exposed conduits, junction boxes, transformers, ballasts, switches, and panel boxes shall be concealed from view.

(B) **Portable Signage.** Portable signs, such as sandwich boards and valet parking signs, are permitted and limited to one per business. All portable signage shall be located within frontage or furnishing zones on sidewalks, or within open spaces fronting the businesses.

1 (C) Temporary Sale or Lease Signs. No permit shall be required for
2 temporary Sale or Lease Signs. Such signs are permitted only when all of the following criteria are
3 met:

4 (i) No more than two such signs are permitted at any one time on any
5 building;

6 (ii) The area of each sign is no larger than 40 square feet;

7 (iii) The height of each sign is no higher than 10 feet;

8 (iv) The sign is a wall sign or a window sign;

9 (v) The sign is not directly illuminated;

10 (vi) The sign indicates the availability of a particular space within the
11 building on or in which the sign is placed; and

12 (vii) The sign directs attention to a space which is available for
13 immediate sale or lease.

14 (D) Signage Along the Waterfront and Power Station Park. Signage for
15 buildings fronting Power Station Park or the Bay Trail (including the eastern Frontage of Blocks 4, 9,
16 12 and a portion of 15 directly facing Power Station Park; northern Frontage of Blocks 11 and 12; and
17 Southern Frontage of Blocks 7 and 8 shall:

18 (i) Be 50 square feet or less and its highest point may not reach a
19 height greater than 35 feet;

20 (ii) Consist only of indirect illumination, pursuant to Section 602 of
21 this Code, including but not limited to halo-style lighting.

22 (14) Mid-Block Alleys and Mid-Block Passages.

23 (A) Mid-Block Alleys. There shall be a Mid-Block Alley on Block 13. Any Mid-
24 Block Alley shall:

1 (i) Be located as close to the middle portion of the subject block as possible,
2 and connect to existing adjacent streets and alleys;

3 (ii) Have a minimum width of 20 feet at all points, exclusive of those
4 obstructions allowed within Setbacks pursuant to San Francisco Planning Code Section 136;

5 (iii) Provide public pedestrian access with dual sidewalks each of not less
6 than six feet in width with not less than four feet minimum clear walking width, unless the alley is
7 designed as a shared street;

8 (iv) Have at least 60% of the area of the Alley open to the sky. Obstructions
9 permitted within Setbacks pursuant to Planning Code Section 136 may be located within the portion of
10 the alley or pathway that is required to be open to the sky. All portions of the Alley not open to the sky
11 shall have a minimum clearance height from grade of 15 feet at all points;

12 (v) Provide such ingress and egress as will make the area easily accessible
13 to the general public;

14 (vi) Have appropriate paving, furniture, and other amenities that encourage
15 pedestrian use;

16 (vii) Be landscaped;

17 (viii) Have sufficient pedestrian lighting to ensure pedestrian comfort and
18 safety;

19 (ix) Be free of any changes in grade or steps not required by the underlying
20 natural topography and average grade; and

21 (x) Be fronted by Active Lane Uses.

22 (B) **Mid-Block Passage.** There shall be a Mid-Block Passage on Block 15. The
23 Mid-Block Passage shall:

1 (i) Be located as close to the middle portion of the subject block as possible,
2 connect to existing adjacent streets and alleys, and can be either perpendicular to the subject Frontage
3 or diagonal across the Block;

4 (ii) Provide publicly accessible east-west access through the entire depth of
5 Block 15 on the ground floor with at least 20 feet of continuous clear width and 15 feet of continuous
6 clear height; and may be completely enclosed to facilitate preservation of the existing Station A walls;
7 and shall be pedestrian only. If Station A is damaged such that 30% or less of the eastern wall
8 remains, a Mid-Block Alley shall be provided pursuant to the standards set forth in subsection
9 (h)(14)(A), except that the pathway shall be pedestrian only, and if the pathway is enclosed it shall have
10 a continuous clear height of 30 feet.

11 (C) **Relationship to Open Space Requirements.** Any non-vehicular portions of such
12 a Passage or Alley, including sidewalks or other walking areas, seating areas, or landscaping, are
13 permitted to count toward any open space requirements that include or require publicly accessible
14 open space on the same block where the Passage or Alley is located.

15 (i) **Compliance with Article 4 of the Planning Code.**

16 (A) **Inclusionary Housing Requirements.** Proposed Building Projects in areas of
17 the Special Use District that are subject to a Development Agreement shall comply with the affordable
18 housing requirements of the Development Agreement. Proposed Building Projects in areas of the
19 Special Use District that are not subject to a Development Agreement shall comply with the affordable
20 housing requirements as set forth in Section 415.1 et seq. Upon expiration or termination of the
21 Development Agreement as applied to a portion of the Project Site not yet permitted for construction,
22 the then-applicable affordable housing requirements of the Planning Code shall apply to that portion of
23 the Project Site, without reference to the date of any earlier environmental evaluation or development
24 application.

1 (B) **Other Impact Fees.** For so long as the Development Agreement remains in effect
2 with respect to a portion of the Project Site, the developer impact fees payable for any Vertical
3 Development on that portion of the Project Site will be determined in accordance with the Development
4 Agreement. Upon expiration or termination of the Development Agreement as applied to a portion of
5 the Project Site, the then-applicable developer impact fees in the Planning Code shall apply to that
6 portion of the Project Site.

7 (i) **Relationship to State or Local Density Bonus Programs.** In exchange for the benefits
8 expressed in the Development Agreement and this Section 249.87, and as set forth in the Development
9 Agreement, any Building Projects within the SUD shall not be eligible for additional density or
10 modifications to development standards allowed in any state or local law allowing additional density
11 or modifications to development in exchange for on-site affordable housing, including but not limited to
12 the State Density Bonus Law (California Government Code § 65915 et seq), the Affordable Housing
13 Bonus Program (Planning Code section 206 et seq.), and Planning Code Sections 207.

14 (k) **Modifications to Building Standards and Use Requirements.**

15 (1) **No Modifications or Variances.** No variances, exceptions, modifications or
16 other deviations from the requirements and standards of the Planning Code, including this SUD, and of
17 the Design for Development are permitted except through the procedures for granting of Minor and
18 Major Modifications established in this SUD. No modifications or variances are permitted for
19 permitted Uses (with the exception of numerical standards related to Ground Floor Uses), maximum
20 building height, or maximum automobile parking spaces.

21 (2) **Modification of Other Building Standards and Use Requirements.** A
22 dimensional or numerical standard for Building Standards and Ground Floor Use Requirements may
23 only be modified as provided in subsections (k)(3) and (k)(4), on a project-by-project basis. In order to
24 grant a modification, the Director or Commission must find that the proposed modification achieves
25

1 equal or superior design quality and public benefit as strict compliance with the applicable standard
2 and meets the intent of the SUD and the Design for Development.

3 (3) **Minor Modifications.** The Planning Director may approve a Minor
4 Modification administratively in accordance with the procedures set forth in subsection (n).

5 (4) **Major Modifications.** The Planning Commission may approve any application
6 for a Major Modification in accordance with the procedures set forth in subsection (n).

7 (l) **Development Phase Approval.** Consistent with the Development Agreement, the
8 Developer shall submit Development Phase Plan to the Planning Director for approval, and no
9 development may be approved within a Development Phase until after the Planning Director issues a
10 Development Phase Approval. The Development Phase Approval process, as set forth in the
11 Development Agreement, is to ensure that all Community Improvements and Building Projects within a
12 Development Phase are consistent with the Development Agreement and this SUD. Planning shall
13 review Development Phase Applications within 30 days of receipt in order to determine completeness.
14 If the Planning Director fails to respond within such 30-day period, the Development Phase
15 Application will be deemed complete. The Planning Director shall act on a Development Phase
16 Application within 60 days after submittal of a complete Development Phase Application. Changes
17 proposed by the Planning Department will be reasonably considered by Developer, and changes
18 proposed by Developer will be reasonably considered by the Planning Department. If there are no
19 objections, or upon resolution of any differences, the Planning Director shall approve the Development
20 Phase Application with such revisions, comments, or requirements as may be permitted in accordance
21 with the terms of the Development Agreement and the Phasing Plan.

22 (m) **Design Review and Approval.** The Planning Department shall approve only those
23 applications for individual Building Projects that are consistent with a Development Phase Approval.
24 To ensure that Buildings and Privately-Owned Community Improvements meet the requirements of the
25 Planning Code, including this Section 249.87, and the Design for Development, an Applicant shall

1 submit a Design Review Application and receive approval from the Planning Director, or the Planning
2 Commission if required, before obtaining any permits for the applicable construction. Standards and
3 limitations on design review approval are set forth in subsection (n), below. Nothing in this Section
4 249.87 limits the Charter authority of any City department or commission or the rights of City agencies
5 to review and approve proposed infrastructure as set forth in the Development Agreement.

6 (n) **Design Review Applications and Process.**

7 (1) **Applications.** Each Design Review Application shall include the documents and
8 other materials necessary to determine consistency with the Planning Code, including this Section
9 249.87, and the Design for Development, including site plans, floor plans, sections, elevations,
10 renderings, landscape plans, and exterior material samples to illustrate the overall concept design of
11 the proposed buildings. If an Applicant requests a Major or Minor Modification, the application shall
12 describe proposed changes in reasonable detail, and to the satisfaction of the Planning Director,
13 including narrative and supporting images, if appropriate, and a statement of the purpose or benefits of
14 the proposed modification(s).

15 (2) **Completeness.** Planning Department staff shall review the application for
16 completeness and advise the Applicant in writing of any deficiencies within 30 days of the date of the
17 application.

18 (3) **Design Review of Buildings and Privately-Owned Community Improvements.**

19 (A) **Building Pre-Application Meeting.** Prior to submittal of a Design
20 Review Application, the Applicant shall conduct a minimum of one pre-application public meeting. The
21 meeting shall be conducted at, or within a one-mile radius of, the Project Site, but otherwise subject to
22 the Planning Department's pre-application meeting procedures, including but not limited to the
23 submittal of required meeting documentation. A Planning Department representative shall be invited to
24 such meeting.

1 (B) **Parks and Open Space Outreach.** Prior to the Planning Department's
2 approval of any Design Review Application for any parks or open space within the Power Station park
3 system, the Applicant shall conduct a minimum of two community meetings; additional meetings may be
4 required at the discretion of the Planning Director. The meetings shall be conducted at, or within a
5 one-mile radius of, the Project Site, but otherwise subject to the Planning Department's pre-application
6 meeting procedures, including but not limited to the submittal of required meeting documentation. A
7 Planning Department representative shall be invited to such meetings.

8 (C) **Design Review Process.** Following submittal of the Design Review
9 Application, upon a determination of completeness, Planning Department staff shall conduct design
10 review and prepare a staff report determining compliance with this Section 249.87, the Planning Code,
11 and the Design for Development, including a recommendation regarding any modifications sought.
12 The staff report shall be delivered to the Applicant and any third parties requesting notice in writing,
13 shall be kept on file, and shall be posted on the Department's website for public review, within 60 days
14 of the determination of completeness. If Planning Department staff determines that the design is not
15 compliant with this Section 249.87, the Planning Code, or the Design for Development, the Applicant
16 may resubmit the Application, in which case the requirements of this subsection (n) for determination
17 of completeness, staff review and determination of compliance, and delivery, filing, and posting of the
18 staff report, shall apply anew.

19 (4) **Off-Street Parking.** Design Review Applications for Buildings shall include the
20 requested number of off-street parking spaces sought for the Building. It is the intent of Section 249.87
21 that at full build-out of all Parcels in the SUD, the total number of off-street parking spaces within the
22 SUD shall not exceed the applicable maximum parking ratios specified in Table 249.87-4. The
23 maximum parking ratios shall not apply to individual Buildings or Parcels, but shall be considered
24 cumulatively for the Buildings within the SUD as a whole, as set forth in the Development Agreement.
25 In the event an individual Building results in parking that exceeds the applicable maximum parking

1 ratios for the then cumulative development on the Project Site, the excess parking shall not be put into
2 operation and shall be excluded from the available parking supply until such time as additional
3 development within the Project Site occurs and the then applicable maximum parking ratios no longer
4 are exceeded. Each application shall include both the individual request for off-street parking related
5 to the specific location and the cumulative number of off-street parking spaces previously approved.

6 (5) **Approvals and Public Hearings for Buildings and Privately-Owned**
7 **Community Improvements.**

8 (A) **Buildings and Privately-Owned Community Improvements Seeking No**
9 **Modifications.** Within 10 days after the delivery and posting of the staff report on the Design Review
10 Application, the Planning Director shall approve or disapprove the design based on its compliance
11 with the Planning Code, including this Section 249.87, the Design for Development, and the General
12 Plan. If the Design Review Application is consistent with the numeric standards set forth in this
13 Section 249.87 and the Design for Development, the Planning Director's discretion to approve or
14 disapprove the Design Review Application shall be limited to the Application's consistency with the
15 non-numeric elements of the Design for Development and the General Plan. Prior to approval of a
16 Design Review Application for any building and/or Privately-Owned Community Improvement that is
17 200 feet or more in height, or for the rehabilitation and development of Station A on Block 15 or of
18 Unit 3 on Block 9, the Planning Director shall refer the Design Review Application to the Planning
19 Commission for an informational hearing.

20 (B) **Buildings and Privately-Owned Community Improvements Seeking**
21 **Minor Modifications.** Within 10 days after the delivery and posting of the staff report on the Design
22 Review Application including a Minor Modification, the Planning Director, shall approve or
23 disapprove any Minor Modification based on its compliance with the Planning Code, including this
24 Section 249.87, the Design for Development, and the General Plan. Notwithstanding any other
25 provisions of this Section 249.87, the Planning Director may, at his or her discretion, refer any

1 Application that proposes a Minor Modification to the Planning Commission if the Planning Director
2 determines that the proposed Modification does not meet the intent of the Design for Development or
3 the SUD.

4 (C) **Buildings and Privately-Owned Community Improvements Seeking**
5 **Minor or Major Modifications.** If an application for Design Review seeks one or more Major
6 Modifications, or if a Design Review Application that proposed a Minor Modification is otherwise
7 referred to the Planning Commission, the Planning Commission shall calendar the item for a public
8 hearing, subject to any required noticing. The Planning Commission's review shall be limited to the
9 proposed Major Modification or the modifications referred by the Planning Director for failure to meet
10 the Design for Development standards. The Planning Commission shall consider all comments from the
11 public and the recommendations of the staff report and the Planning Director in making a decision to
12 approve or disapprove the Design Review Application, including the granting of any Major
13 Modifications.

14 (D) **Notice of Hearings.** In addition to complying with the notice
15 requirements of the Brown Act and the Sunshine Ordinance, notice of Planning Commission hearings
16 shall be provided as follows:

17 (i) by mail not less than 20 days prior to the date of the hearing, to
18 the Applicant, to residents within 300 feet of the exterior boundaries of the property that is the subject
19 of the application, using for this purpose the names and addresses as shown on the citywide assessment
20 roll in the Office of the Tax Collector, and to any person who has requested such notice; and

21 (ii) by posting on the subject property not less than 10 days prior to
22 the date of the hearing.

23 (o) **Building Permits.** Each building permit application submitted to the Department of
24 Building Inspection for Buildings shall be forwarded to the Planning Department. The applicable
25 department shall review the building permit application for consistency with the authorizations granted

1 pursuant to this Section 249.87. For improvements to be built upon Port property, the Chief Harbor
2 Engineer shall review all permit applications on behalf of the Port.

3 (p) **Change of Use.** No building permit may be issued for any building and/or Privately-
4 Owned Community Improvement or for a Certificate of Occupancy or Certificate of Temporary
5 Occupancy that would authorize a new use unless the Planning Department determines such permit or
6 Certificate is consistent with the controls in this Section 249.87. Upon expiration or termination of the
7 Development Agreement, any new development, other than replacement of what was built under the
8 Development Agreement, shall require a conditional use approval under Section 303 of this Code.

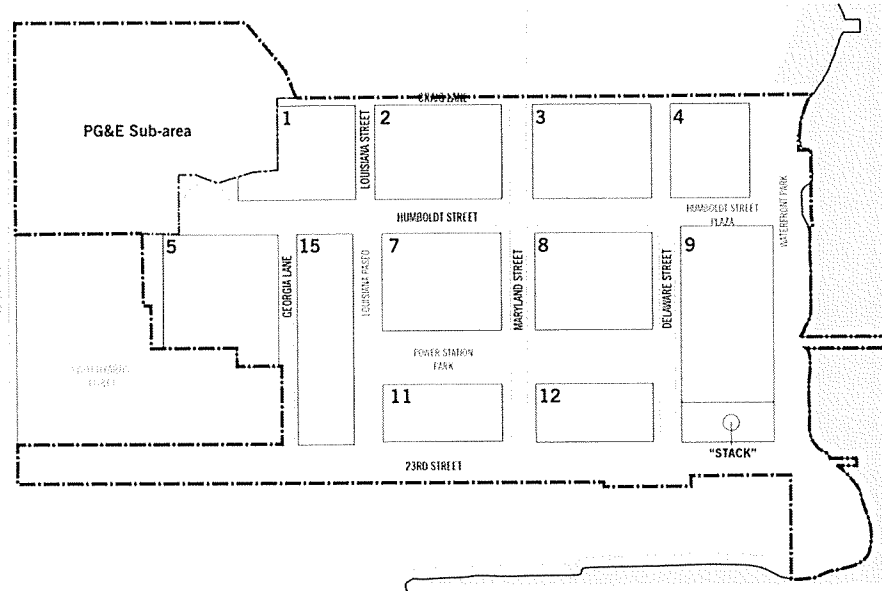
9 (q) **Discretionary Review.** No requests for discretionary review shall be accepted by the
10 Planning Department or heard by the Planning Commission for any Building in the SUD.

11 (r) **Waiver of Planning Code Section 138.1.** The streetscape design set forth in the Design
12 for Development attached to the Development Agreement shall set forth sufficient standards for
13 pedestrian and streetscape improvements for so long as the Development Agreement remains in effect.

14 (s) **Compliance with Planning Code Section 169.** The TDM provisions included in the
15 Development Agreement shall govern in this SUD.

16 (t) **Operative Date for the PG&E Sub-Area.** The zoning controls expressed in this Section
17 249.87 shall not become operative as to the PG&E Sub-Area, as shown on Map 249.87-1, or any
18 portion thereof, until a Notice of Joinder to the Development Agreement approved by the Board of
19 Supervisors in Board file No. _____ has been recorded, or until the PG&E Sub-Area, or any portion
20 thereof, is conveyed to Developer. Copies of the Development Agreement, including a form of the
21 Notice of Joinder, and a legal description of the PG&E Sub-Area is on file with the Clerk of the Board
22 of Supervisors in Board File No. _____.

Map 249.87-1



Section 3. The Planning Code is hereby amended in accordance with Planning Code Section 106 by revising Sectional Map ZN[08], Height Map HT[08], and Special Use District Map SU[08] of the Zoning Map, as follows:

(a) To change the Zoning Map (ZN[X08]) as follows:

Assessor's Parcels (Blocks/Lot Numbers)	Current Zoning to be Superseded	Proposed Zoning to be Approved
4175/002; 4175/017; 4175/018 (partial), 4232/001; 4232/006 and non-assessed Port and City and County of San Francisco properties, the legal descriptions of which are found in Exhibits A-1, A-2, A-4	M-2	PPS-MU

1 through A-7 to the Development Agreement (District 10)		
3 Non-assessed Port properties, the 4 legal description for which is found in 5 Exhibit A-3 to the Development 6 Agreement (District 10)	M-2 and PDR-1-G	P

7 (b) To change the Height and Bulk Map (HT[08]) from 40-X and 65-X to 65-PPS
8 and 240-PPS.

9 Assessor's Parcels 10 (Blocks/Lot Numbers)	11 Height and Bulk District Superseded	12 New Height and Bulk District
13 4175/002; 4175/017; 4175/018 14 (partial), 4232/001; 4232/006 and 15 non-assessed Port and City and 16 County of San Francisco properties, 17 the legal descriptions for which are 18 found in Exhibits A-1 through A-7 to 19 the Development Agreement (District 10)	40-X / 65-X	65-PPS / 240-PPS

20 (c) To change the Special Use District Map (SU[08]) by creating the new Potrero
21 Power Station Special Use District and assigning the following Parcels to be within the Potrero
22 Power Station Special Use District:

23 Assessor's Parcels (Blocks/Lot Numbers)	Special Use District
24 4175/002; 4175/017; 4175/018 (partial), 4232/001; 25 4232/006 and non-assessed Port and City and County of	Potrero Power Station Special Use District

1 San Francisco properties, the legal descriptions for which
2 are found in Exhibits A-1 through A-7 to the Development
3 Agreement (District 10)

4
5 Section 4. The Planning Code is hereby amended to revise Section 201 as follows:

6 To add the Potrero Power Station Special Use District, after the "Mission Rock Mixed
7 Use District", as follows:

<i>Potrero Power Station Mixed Use District</i>	
<i>(Also see Sec. 249.87)</i>	
<i><u>PPS-MU</u></i>	<i><u>Potrero Power Station Mixed Use District</u></i> <i><u>(Defined in Sec. 249.87(g)(1))</u></i>

8
9
10
11
12
13
14 Section 5: The Figures presented in this ordinance (Figures 249.87-1 through 249.87-
15 5) have been placed in Board of Supervisors File No. _____, and are incorporated herein by
16 this reference.

17
18 Section 6. Effective and Operative Dates.

19 (a) This ordinance shall become effective 30 days after enactment. Enactment
20 occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or
21 does not sign the ordinance within ten days of receiving it, or the Board of Supervisors
22 overrides the Mayor's veto of the ordinance.

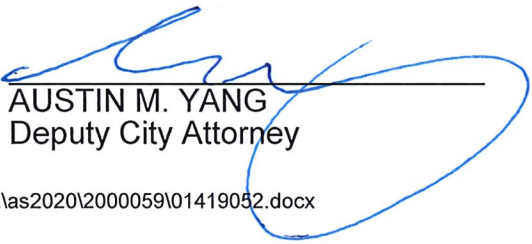
23 (b) This ordinance shall become operative on its effective date or on the effective
24 date of the Development Agreement for the Potrero Power Station Mixed-Use Project,
25 enacted by the ordinance in Board of Supervisors File No. _____, whichever date occurs

1 later; provided, that this ordinance shall not become operative if the ordinance regarding the
2 Development Agreement is not approved.

3 (c) Notwithstanding subsection (b) above, this ordinance shall not become
4 operative as to the areas labeled as "PG&E Sub-Area" on Map 249.87-1, or any portion
5 thereof, until the conditions in Section 249.87(t) have been satisfied. A copy of the Map, and
6 a legal description of the area subject to this subsection (c) is on file with the Clerk of the
7 Board of Supervisors in Board File No. _____.

8
9 APPROVED AS TO FORM:
10 DENNIS J. HERRERA, City Attorney

11 By:


12 AUSTIN M. YANG
13 Deputy City Attorney

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LEGISLATIVE DIGEST

[Planning Code, Zoning Map - Potrero Power Station Special Use District]

Ordinance amending the Planning Code and Zoning Map to establish the Potrero Power Station Special Use District, generally bounded by 22nd Street and the southern portion of the newly created Craig Lane to the north, the San Francisco Bay to the east, 23rd Street to the south, and Illinois Street to the west; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

Existing Law

Currently, the Potrero Power Station site in the Central Waterfront area of San Francisco, is zoned M-2 (Heavy Industrial) and PDR-1-G (Production, Distribution and Repair – General) and located in a 40-X and 65-X height and bulk district.

Amendments to Current Law

This ordinance would amend the Planning Code to create the Potrero Power Station Special Use District (“SUD”). The SUD contains special controls for the development of the site, including modifications to Planning Code requirements related to allowed uses, building standards (including dwelling unit mix and density, measurement of building heights, streetwalls, setbacks, rear yard, open space, dwelling unit exposure, ground floor controls, parking, signage, mid-block passages), inclusionary housing, and review and approval of development applications.

The ordinance also would amend the height and bulk map from 40-X and 65-X to 65-PPS and 240-PPS.

Background Information

This ordinance would enable the development of the Potrero Power Station Mixed-Use Project (“Project”), proposed by California Barrel Company (“Project Sponsor”). The Project is immediately south of Pier 70 and encompasses property currently owned by the Project Sponsor, PG&E, the Port, and the City. The Project proposal includes developing approximately 2.5 million square feet (“sq. ft.”) of residential space (2,601 dwelling units), 1.8 million sq. ft. of commercial uses, including 100,000 sq. ft. of retail, 800,000 sq. ft. of office, 650,000 sq. ft. of life science/laboratory, 240,000 sq. ft. of hotel (250 rooms), and 35,000 sq. ft. of Production, Distribution, and Repair (“PDR”) uses. Additionally, it includes 25,000 square

feet of entertainment/assembly uses, 50,000 square feet of community facilities, up to 2,686 off-street automobile parking spaces, and 6.9 acres of publicly accessible open space, including a new waterfront park. The proposal would also feature newly created public streets, pedestrian paths, cycle tracks, and the continuation of the Bay Trail. New buildings on the site are proposed to range from 65 feet to 240 feet in height and would generally step down from the middle of the site toward both the east and west. Three existing structures on the site, the Unit 3 power block and Boiler Stack along the waterfront and the Station A building, are proposed for adaptive reuse.

The project would also require General Plan Amendments, the adoption of a Design for Development (“D4D”) document to facilitate implementation, and a Development Agreement (“DA”) between the Project Sponsor and the City and County of San Francisco;

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[Development Agreement - California Barrel Company LLC - Potrero Power Station Mixed-Use Project]

Ordinance approving a Development Agreement between the City and County of San Francisco and California Barrel Company LLC, a California limited liability company, for the Potrero Power Station Mixed-Use Project at the approximately 29-acre site generally bounded by 22nd Street to the north, the San Francisco Bay to the east, 23rd Street to the south, and Illinois Street to the west, in the southeast part of San Francisco, with various public benefits, including 30% affordable housing and approximately 6.9 acres of publicly-accessible parks and open space; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); making public trust findings in accordance with the approval of a ground lease of Port-owned land; approving specific development impact fees and waiving any conflicting provisions in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, 82, and 99, Planning Code, Sections 169 and 138.1, Public Works Code, Section 806(d), and Subdivision Code, Section 1348; and ratifying certain actions taken in connection therewith, as defined herein.

NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
Additions to Codes are in *single-underline italics Times New Roman font*.
Deletions to Codes are in ~~*italics Times New Roman font*~~.
Board amendment additions are in Arial font.
Board amendment deletions are in ~~Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

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

1 Section 1. Project Findings.

2 The Board of Supervisors makes the following findings:

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

6 (b) Pursuant to California Government Code Section 65865, Chapter 56 of the San
7 Francisco Administrative Code ("Chapter 56") sets forth certain procedures for the processing
8 and approval of development agreements in the City and County of San Francisco (the
9 "City").

10 (c) California Barrel Company LLC, a California limited liability company ("Developer")
11 owns approximately 21.0 acres of developed and undeveloped land located in the City that is
12 generally bound by 22nd Street to the north, the San Francisco Bay to the east, 23rd Street to
13 the south and Illinois Street to the west, as more particularly described on Exhibit A-1 to the
14 Development Agreement (the "Developer Property"). Existing structures on the Developer
15 Property consist primarily of vacant buildings and facilities associated with the former power
16 station use of the Developer Property.

17 (d) Pacific Gas & Electric Company, a California corporation ("PG&E"), owns
18 approximately 4.8 acres of land located in the City that is adjacent to the Developer Property,
19 as more particularly described on Exhibit A-2 to the Development Agreement (the "PG&E
20 Sub-Area").

21 (e) The City, through the Port of San Francisco (the "Port"), owns approximately 2.9
22 acres of land located in the City that is comprised of the following three noncontiguous sites in
23 the vicinity of the Developer Property (collectively, the "Port Sub-Area"): (i) approximately 1.5
24 acres of land located between the Developer Property and the San Francisco Bay, as more
25 particularly described on Exhibit A-3 to the Development Agreement (the "Port Open Space");

1 (ii) approximately 1.3 acres of land located along 23rd Street between the Developer Property
2 and Illinois Street, as more particularly described on Exhibit A-4 to the Development
3 Agreement (the "Port 23rd St. Property"); and (iii) less than 0.1 acres of land located near the
4 northeast corner of the Developer Property and adjacent to the San Francisco Bay, as more
5 particularly described on Exhibit A-5 to the Development Agreement (the "Port Bay Property").
6 Developer and the Port intend to enter into a ground lease on or about the Reference Date set
7 forth in the Development Agreement (the "Port Lease") for the Port Open Space and the Port
8 Bay Property in order to allow Developer to occupy and develop the Port Open Space and the
9 Port Bay Property and include the same in the Waterfront Park (as defined in the
10 Development Agreement). The Port 23rd St. Property will be subject to a license allowing
11 Developer to construct Public Improvements, as more particularly described therein.

12 (f) The City also owns less than 0.1 acres of land located in the City that is between the
13 Developer Property and the Port 23rd Street Property, as more particularly described on
14 Exhibit A-7 to the Development Agreement (the "City Sub-Area" and, collectively with the
15 Developer Property, the Port Sub-Area, and the PG&E Sub-Area, the "Project Site").

16 (g) On December ____, 2019, Developer filed an application with the City's Planning
17 Department for approval of a development agreement relating to the Project Site (the
18 "Development Agreement") under Chapter 56. A copy of the Development Agreement is on
19 file with the Clerk of the Board in File No. _____. Developer also filed applications with
20 the Department for certain activities described in Exhibit B to the Development Agreement
21 (collectively, the "Project").

22
23 (h) While the Development Agreement is between the City, acting primarily through the
24 Planning Department, and Developer, other City agencies retain a role in reviewing and
25 issuing certain later approvals for the Project. Later approvals include all approvals required

1 under the Project SUD or as otherwise set forth in the Municipal Code, Design Review
2 Applications or Development Phase Applications, demolition permits, grading permits, site
3 permits, building permits, sewer and water connection permits, major and minor
4 encroachment permits, sidewalk modification legislation, street improvement permits, permits
5 to alter, certificates of occupancy, transit stop relocation permits, street dedication approvals
6 and ordinances, public utility easement vacation approvals and ordinances, public
7 improvement agreements, subdivision maps, improvement plans, lot mergers, lot line
8 adjustments and re-subdivisions and any amendment to the foregoing or to any Initial
9 Approval. As a result, affected City agencies have consented to the Development Agreement.

10 (i) The Project is a phased, mixed use development on the Project Site that will include
11 up to approximately 2,601 dwelling units, 1.5 million gross square feet (gsf) of office and/or life
12 science / laboratory use, 241,574 gsf of hotel (250 rooms), 50,000 gsf of community facilities,
13 35,000 gsf PDR, 25,000 gsf assembly space, 99,464 gsf of retail, 1,862 bicycle parking
14 spaces, 2,686 parking spaces and the development and improvement of 6.9 acres of publicly
15 accessible open space, in addition to new streets, sidewalks, and bicycle lanes throughout the
16 site, all as more particularly described in the Development Agreement.

17 (j) The Project is anticipated to generate an annual average of approximately 230
18 construction jobs during construction and, upon completion, approximately 5,211 net new
19 permanent on-site jobs, and an approximately \$24 million annual increase in general fund
20 revenues to the City. In addition to the significant housing, jobs, urban revitalization, and
21 economic benefits to the City from the Project, the City has determined that development of
22 the Project under the Development Agreement will provide additional benefits to the public
23 that could not be obtained through application of existing City ordinances, regulations, and
24 policies. Additional public benefits to the City from the Project include: (i) affordable housing
25 contributions in amounts that exceed the amounts required pursuant to existing City

1 ordinances, regulations and policies and that are intended to constitute thirty percent (30%) of
2 the total number of housing units for the Project; (ii) workforce obligations, including significant
3 training, employment and economic development opportunities, related to the development
4 and operation of the Project; (iii) construction and maintenance of publicly accessible open
5 space, totaling approximately 6.9 acres, including (a) a series of contiguous, integrated
6 waterfront parks, including extension of the Blue Greenway and Bay Trail and creation of a
7 3.6-acre Waterfront Park, (b) a 1.2-acre central green space in the interior of the Project Site,
8 (c) a 0.7-acre plaza type open space and (d) a publicly accessible soccer field; (iv) delivery of
9 child care spaces totaling not less than 12,000 gross square feet; (v) sea level rise
10 improvements as part of the development of the Project; and (vi) a design of the Project
11 prioritizing and promoting travel by walking, biking and transit for new residents, tenants,
12 employees and visitors; all as further described in the Development Agreement. The
13 Development Agreement will eliminate uncertainty in the City's land use planning for the
14 Project Site and secure orderly development.

15 (k) Concurrently with this Ordinance, the Board is taking a number of actions in
16 furtherance of the Project, as generally described in the Development Agreement, including
17 Exhibit B to the Development Agreement (the "Initial Approvals").

18 Section 2. CEQA Findings. On _____, by Motion No. _____, the Planning Commission
19 certified as adequate, accurate and complete the Final Environmental Impact Report ("FEIR")
20 for the Project pursuant to the California Environmental Quality Act (California Public
21 Resources Code Section 21000 et seq.) ("CEQA"). A copy of Planning Commission Motion
22 No. _____ is on file with the Clerk of the Board of Supervisors in File No. _____. Also, on _____, by
23 Motion No. _____, the Planning Commission adopted findings, including a rejection of
24 alternatives and a statement of overriding considerations (the "CEQA Findings") and a
25 Mitigation Monitoring and Reporting Program ("MMRP"). These Motions are on file with the

1 Clerk of the Board of Supervisors in File No. _____. In accordance with the actions
2 contemplated herein, this Board has reviewed the FEIR and related documents, and adopts
3 as its own and incorporates by reference as though fully set forth herein the CEQA Findings,
4 including the statement of overriding considerations, and the MMRP.

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

6 (a) The Board of Supervisors shall consider companion legislation that adopts public
7 necessity findings of Planning Code Section 302 and General Plan amendments. A copy of
8 the companion legislation is on file with the Clerk of the Board of Supervisors in File No.
9 _____ and is incorporated herein by reference.

10 (b) For purposes of this Ordinance, the Board of Supervisors finds that the
11 Development Agreement will serve the public necessity, convenience and general welfare for
12 the reasons set forth in the companion legislation identified in subsection (a).

13 (c) For purposes of this Ordinance, the Board of Supervisors finds that the
14 Development Agreement is in conformity with the General Plan, as proposed to be amended,
15 and the eight priority policies of Planning Code Section 101.1 for the reasons set forth in the
16 companion legislation identified in subsection (a).

17 Section 4. Public Trust Findings.

18 At a public hearing on February 25, 2020, the Port Commission consented to the
19 Development Agreement and approved the Port Lease, subject to Board of Supervisors'
20 approval, finding that the Project would be consistent with and further the purposes of the
21 common law public trust and statutory trust under the Burton Act (Stats. 1968, ch. 1333) by
22 Resolution No. _____, a copy of which is in Board File No. _____. The Board of
23 Supervisors adopts and incorporates in this Ordinance the Port Commission's public trust
24 findings.

25 Section 5. Development Agreement.

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

4 (b) The Board of Supervisors approves and authorizes the execution, delivery and
5 performance by the City of the Development Agreement as follows: (i) the Director of Planning
6 and (other City officials listed thereon) are authorized to execute and deliver the Development
7 Agreement, with signed consents of those City departments, agencies, boards, commissions,
8 and bureaus that have subdivision or other permit, entitlement or approval authority or
9 jurisdiction over development of the Project, or any improvement located on or off the Project
10 Site, including the San Francisco Municipal Transportation Agency, the San Francisco Public
11 Utilities Commission, the Port Commission, and the San Francisco Fire Department; and (ii)
12 the Director of Planning and other applicable City officials are authorized to take all actions
13 reasonably necessary or prudent to perform the City's obligations under the Development
14 Agreement in accordance with the terms of the Development Agreement.

15 (c) The Director of Planning, at his or her discretion and in consultation with the City
16 Attorney, is authorized to enter into any additions, amendments or other modifications to the
17 Development Agreement that the Director of Planning determines are in the best interests of
18 the City and that do not materially increase the obligations or liabilities of the City or materially
19 decrease the benefits to the City as provided in the Development Agreement.

20 Section 6. Development Impact Fees.

21 By approving the Development Agreement, the Board of Supervisors authorizes the
22 Controller and City Departments to accept the funds paid by Developer as set forth therein,
23 and to appropriate and use the funds for the purposes described therein. The Board
24 expressly approves the use of the development impact fees as set forth in the Development
25 Agreement, and waives or overrides any provision in Article 4 of the City Planning Code and

1 Article 10 of the City Administrative Code that would conflict with the uses of these funds as
2 described in the Development Agreement.

3 Section 7. City Administrative Code Chapter 56 Conformity.

4 The Development Agreement shall prevail in the event of any conflict between the
5 Development Agreement and City Administrative Code Chapter 56, and without limiting the
6 generality of the foregoing, the following provisions of City Administrative Code Chapter 56
7 are waived or deemed satisfied as follows:

8 (a) California Barrel Company LLC shall constitute a permitted "Applicant/Developer"
9 for purposes of Chapter 56, Section 56.3(b).

10 (b) The Project comprises approximately 29 acres and is the type of large multi-phase
11 and/or mixed-use development contemplated by the City Administrative Code and therefore
12 satisfies the provisions of Chapter 56, Section 56.3(g).

13 (c) The provisions of Development Agreement and the Workforce Agreement attached
14 to the Development Agreement as Exhibit F shall apply in lieu of the provisions of City
15 Administrative Code Chapter 56, Section 56.7(c).

16 (d) The provisions of the Development Agreement regarding any amendment or
17 termination, including those relating to "Material Change," shall apply in lieu of the provisions
18 of Chapter 56, Section 56.15 and Section 56.18.

19 (e) The provisions of Chapter 56, Section 56.20 have been satisfied by the
20 Memorandum of Understanding between Developer and the Office of Economic and
21 Workforce Development for the reimbursement of City costs, a copy of which is on file with the
22 Clerk of the Board of Supervisors in File No. _____

23 (f) The Board of Supervisors waives the applicability of Section 56.4 (Application, 18
24 Forms, Initial Notice, Hearing) and Section 56.10 (Negotiation Report and Documents).

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1 Section 8. Chapter 56 Waiver; Ratification.

2 (a) In connection with the Development Agreement, the Board of Supervisors finds that
3 the City has substantially complied with the requirements of Administrative Code Chapter 56,
4 and waives any procedural or other requirements if and to the extent not strictly complied with.

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

9 Section 9. Planning Code Waivers; Ratification.

10 (a) The Board of Supervisors finds that the impact fees and other exactions due under
11 the Development Agreement will provide greater benefits to the City than the impact fees and
12 exactions under Planning Code Article 4 and waives the application of, and to the extent
13 applicable exempts the Project from, impact fees and exactions under Planning Code Article 4
14 on the condition that Developer pays the impact fees and exactions due under the
15 Development Agreement.

16 (b) The Board of Supervisors finds that the Transportation Demand Management Plan
17 ("TDM Plan") attached to the Development Agreement and other provisions that meet the
18 goals of the City's Transportation Demand Management Program in Planning Code Section
19 169 and waives the application of Section 169 to the Project on the condition that Developer
20 implements and complies with the TDM Plan.

21 (c) The Board of Supervisors finds that the Design for Development attached to the
22 Development Agreement sets forth sufficient standards for streetscape design and waives the
23 requirements of Planning Code Section 138.1 (Streetscape and Pedestrian Improvements).

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1 Section 10. Other Administrative Code Waivers.

2 The requirements of the Workforce Agreement attached to the Development
3 Agreement shall apply and shall supersede, to the extent of any conflict, the provisions of
4 Administrative Code: (i) Chapter 82.4 (Coverage); (ii) Chapter 23, Article II (Interdepartmental
5 Transfer of Real Property); and (iii) Chapter 23, Article VII (Prevailing Wage, Apprenticeship,
6 and Local Hire Requirements), but only to the extent any of the foregoing provisions are
7 applicable to the conveyance of vacated streets from the City to Developer and the other land
8 conveyances contemplated by the Development Agreement.

9 Section 11. Subdivision Code Waivers.

10 A Public Improvement Agreement, if applicable and as defined in the Development
11 Agreement, shall include provisions consistent with the Development Agreement and the
12 applicable requirements of the Municipal Code and the Subdivision Regulations regarding
13 extensions of time and remedies that apply when improvements are not completed within the
14 agreed time. Accordingly, the Board of Supervisors waives the application to the Project of
15 Subdivision 4 Code Section 1348 (Failure to Complete Improvements within Agreed Time).

16 Section 12. Public Works Code Waivers.

17 The Board of Supervisors finds that the Design for Development attached to the
18 Development Agreement sets forth sufficient standards for streetscape design and waives the
19 requirements of Planning Code Section 138.1 (Streetscape and Pedestrian Improvements)
20 and Public Works Code Section 806(d) (Required Street Trees for Development Projects).

21 Section 13. Effective and Operative Date. This Ordinance shall become effective 30
22 days from the date of passage. This Ordinance shall become operative only on (and no rights
23 or duties are affected until) the later of (a) 30 days from the date of its passage, or (b) the date
24 that Ordinance _____, Ordinance _____, and Ordinance _____ have become effective.
25

1 Copies of these Ordinances are on file with the Clerk of the Board of Supervisors in File Nos.

2 _____.

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

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7 By: 

8 HEIDI J. GEWERTZ
9 Deputy City Attorney

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LEGISLATIVE DIGEST

[Development Agreement - California Barrel Company LLC - Potrero Power Station Mixed-Use Project]

Ordinance approving a Development Agreement between the City and County of San Francisco and California Barrel Company LLC, a California limited liability company, for the Potrero Power Station Mixed-Use Project at the approximately 29-acre site generally bounded by 22nd Street to the north, the San Francisco Bay to the east, 23rd Street to the south, and Illinois Street to the west, in the southeast part of San Francisco, with various public benefits, including 30% affordable housing and approximately 6.9 acres of publicly-accessible parks and open space; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); making public trust findings in accordance with the approval of a ground lease of Port-owned land; approving specific development impact fees and waiving any conflicting provisions in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, 82, and 99, Planning Code, Sections 169 and 138.1, Public Works Code, Section 806(d), and Subdivision Code, Section 1348; and ratifying certain actions taken in connection therewith, as defined herein.

Existing Law

California Government Code section 65864 *et seq.* (the "Development Agreement Statute") and Chapter 56 of the San Francisco Administrative Code ("Chapter 56") authorize the City to enter into a development agreement regarding the development of real property.

Amendments to Current Law

The proposed ordinance, if adopted, would result in the approval of the proposed development agreement (the "Development Agreement") with the Developer in accordance with the Development Agreement Statute and Chapter 56. The Development Agreement would provide to Developer the vested right to develop the project site as described in the Development Agreement over a 30 year term. There are no proposed amendments to current law.

Background Information

Under the Development Agreement, the Developer proposes to develop a phased, mixed use development on the Project Site that will include up to approximately 2,601 dwelling units, 1.5 million gross square feet (gsf) of office and/or life science / laboratory use, 241,574 gsf of hotel (250 rooms), 50,000 gsf of community facilities, 35,000 gsf PDR, 25,000 gsf assembly space, 99,464 gsf of retail, 1,862 bicycle parking spaces, 2,686 parking spaces and the development and improvement of 6.9 acres of publicly accessible open space, in addition to

FILE NO. 200040

new streets, sidewalks, and bicycle lanes throughout the site, all as more particularly described in the Development Agreement.

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