

File No. 100661

Committee Item No. 12

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date July 12, 2010

Board of Supervisors Meeting Date _____

Cmte Board

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Completed by: Alisa Somera Date July 9, 2010

Completed by: _____ Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

1 [Subdivision Code - Candlestick Point/Hunters Point Shipyard]

2
3 **Ordinance amending the Hunters Point Shipyard Subdivision Code to rename the**
4 **Code's Division 3 title and make various amendments pertaining to the subdivision**
5 **process in Phase 2 of the Hunters Point Shipyard Redevelopment Plan and Zone 1 of**
6 **the Bayview Hunters Point Redevelopment Project Area, including the establishment of**
7 **a procedure for reviewing and filing vesting tentative transfer maps; and making**
8 **environmental findings.**

9 NOTE: Additions are single-underline italics Times New Roman;
10 deletions are ~~strike-through italics Times New Roman~~.
11 Board amendment additions are double-underlined;
12 Board amendment deletions are ~~strikethrough-normal~~.

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

13 Section 1. Findings:

14 A. In conjunction with Ordinances to amend the Hunters Point Shipyard
15 Redevelopment Plan and the Bayview Hunters Point Redevelopment Plan, copies of which
16 are on file with the Clerk of the Board of Supervisors in File Nos. 100658 and 100659, this
17 Ordinance amends the San Francisco Subdivision Code in regard to the Candlestick
18 Point/Hunters Point Shipyard Subdivision Area.

19 B. In accordance with the actions contemplated herein, this Board adopted Resolution
20 No. _____, concerning findings pursuant to the California Environmental Quality
21 Act (California Public Resources Code sections 21000 et seq.). Said Resolution is on file
22 with the Clerk of the Board of Supervisors in File No. 100572 and is incorporated herein by
23 reference.

24 Section 2. The San Francisco Subdivision Code is hereby amended by amending the
25 title of Division 3, Sections 1600, 1601, 1602, 1603, 1604, 1604.1, 1607, 1609, 1612.1,

1 1612.2, 1613, 1621, 1624, 1625, 1626, 1627, 1628, 1630, 1632, 1633.1, 1633.2, 1633.3,
2 1633.4, 1634, 1635, 1645, 1646, 1647, 1648, 1649.1, 1651, 1651.1, 1651.2, 1655.1, 1657,
3 1661, and 1670, to read as follows:

4 **DIVISION 3: CANDLESTICK POINT/HUNTERS POINT SHIPYARD SUBDIVISION CODE**
5 **SEC. 1600. TITLE.**

6 This Chapter shall be known as the "Subdivision Code of the City and County of
7 San Francisco for ~~the~~ Candlestick Point/Hunters Point Shipyard Project Area" (hereinafter
8 referred to as this "Code") and applies only to the areas designated as the Candlestick
9 Point/Hunters Point Shipyard Redevelopment Project Subdivision Area (hereinafter also referred
10 to as the "Hunters Point Shipyard Project Subdivision Area"), which is comprised of both: 1) the
11 Hunters Point Shipyard Plan Area as identified in the Hunters Point Shipyard Redevelopment Plan;
12 and 2) Zone 1 of the Bayview Hunters Point Redevelopment Project Area as identified in the Bayview
13 Hunters Point Redevelopment Plan .

14 **SEC. 1601. AUTHORITY AND MANDATE.**

15 (a) This Code is adopted pursuant to the Subdivision Map Act of California, Title 7,
16 Division 2 of the Government Code, commencing with Section 66410 (hereinafter referred to
17 as "SMA").

18 (b) Any amendments to SMA, adopted subsequent to the effective date of this
19 Code, shall not invalidate any provisions of this Code. Any amendments to SMA that may be
20 inconsistent with this Code shall govern.

21 (c) Subject to the procedures and requirements for development in the Candlestick
22 Point/Hunters Point Shipyard Project Subdivision Area set forth in the Plan and Plan
23 Documents, as defined herein, this Code shall govern in relation to all other City regulations to
24 the extent such regulations are inconsistent. Except as required by the SMA, in the event of
25 any inconsistency or conflict between the provisions of this Code and the Plan,, the Plan and

1 Plan Documents shall control. All applications for Tentative Maps, Vesting Tentative Maps,
2 Parcel Maps and Final Maps shall be consistent with the Plan and Plan Documents.

3 (d) This Code and the regulations adopted pursuant to this Code shall apply to all
4 subdivisions hereafter made entirely or partially within the Candlestick Point/Hunters Point
5 Shipyards Project Subdivision Area. This Code shall be effective until the later of the termination
6 of the Hunters Point Shipyards Redevelopment Plan or Bayview Hunters Point Redevelopment Plan,
7 including any modifications or extensions thereof. Upon termination all the subdivisions in the
8 Candlestick Point/Hunters Point Shipyards Project Subdivision Area shall be governed by the San
9 Francisco Subdivision Code and applicable regulations unless otherwise specified.

10 **SEC. 1602. PURPOSES.**

11 (a) This Code is enacted to establish procedures and requirements for the control
12 and approval of subdivision development within the Candlestick Point/Hunters Point Shipyards
13 Project Subdivision Area of the City and County of San Francisco in accordance with SMA and
14 the Plans and Plan Documents.

15 (b) This Code is enacted to accomplish the following purposes in accordance with
16 the procedures and requirements for the control and approval of development of the
17 Project Subdivision Area as set forth in the Plans and Plan Documents:

18 (1) To provide policies, standards, requirements, and procedures to regulate and
19 control the design and improvement of all subdivisions within the Candlestick Point/Hunters
20 Point Shipyards Project Subdivision Area, and to ensure that all subdivisions are built to City
21 standards consistent with the Plans and Plan Documents;

22 (2) To assist in implementing the objectives, policies, and programs of the General
23 Plan by ensuring that all proposed subdivisions, together with the provisions for their design
24 and improvement, are consistent with the General Plan of the City;

1 (3) To preserve and protect, to the maximum extent possible, the unique and
2 valuable natural resources and amenities of the City's environment, including topographic and
3 geologic features, open space lands, waterfront recreational areas, fish and wildlife habitats,
4 historical and cultural places, and scenic vistas and attractions; and, to maximize the public's
5 access to and enjoyment of such resources and amenities through the dedication or
6 continuance of applicable easements thereto;

7 (4) To relate land use intensity and population density to existing development,
8 street capacity and traffic access, the slope of the natural terrain, and the availability of public
9 facilities and utilities and open space;

10 (5) To provide lots of sufficient size and appropriate design for the purposes for
11 which they are to be used;

12 (6) To provide streets of adequate capacity and design for anticipated uses and to
13 ensure maximum safety for pedestrians and vehicles;

14 (7) To ensure adequate access to each building parcel;

15 (8) To provide sidewalks, and where needed, pedestrian ways, biking paths, and
16 jogging trails for the safety, convenience, and enjoyment of the residents of new
17 developments;

18 (9) To provide adequate systems of water supply, sanitary sewage disposal, storm
19 drainage, street lighting, Transportation Infrastructure, and other utilities needed for the public
20 health, safety and convenience;

21 (10) To provide adequate sites for public facilities needed to serve the residents of
22 new developments;

23 (11) To ensure that land is subdivided in a manner that will promote the public health,
24 safety, convenience, and general welfare in conformance with the General Plan, *and* the
25 Hunters Point Shipyard Redevelopment Plan, and the Bayview Hunters Point Redevelopment Plan.

1 **SEC. 1603. SCOPE.**

2 (a) This Code supplements SMA, prescribing rules, regulations and procedures
3 authorized therein.

4 (b) The necessity for Tentative Maps, Final Maps and Parcel Maps shall be
5 governed by this Section and SMA.

6 (c) For subdivisions creating five or more parcels or units, a Tentative Map and a
7 Final Map shall be required pursuant to this Code and SMA.

8 (1) A Tentative Map and a Final Map shall be required for all such subdivisions
9 except those coming within the exceptions set forth in Section 66426 of SMA.

10 (2) A Tentative Map and a Parcel Map shall be required for all subdivisions coming
11 within the exceptions set forth in Section 66426 of SMA.

12 (d) For subdivisions creating fewer than five parcels or units, no Tentative Map shall
13 be required except as provided in Section 1633.1(a) for Vesting Tentative Maps and except
14 where the Director deems a Tentative Map would be appropriate and the applicable City
15 ~~R~~egulations for the subject property would permit development at a density such that the
16 subject property, or any portion thereof, may be resubdivided in a manner which would
17 ultimately permit five or more parcels on the subject property. In all other subdivisions creating
18 fewer than five parcels or units, a Parcel Map containing the information specified by
19 Section 1659 of this Code and SMA shall be required. Said Parcel Map shall be filed with the
20 Director and recorded according to the procedure set forth in Sections 1660 through 1664 of
21 this Code.

22 (e) No Tentative Map, Final Map or Parcel Map shall be required for those specific
23 types of subdivisions exempted by Sections 66412 and 66428 of SMA; provided, however,
24 that with respect to subdivisions described in Subsection (h) of Section 66412 of the SMA,
25 certification pursuant to the provisions of Section 1397 must be obtained.

1 (f) The Director may waive the requirement of a Parcel Map for any improved or
2 unimproved land shown on the latest equalized County assessment roll as contiguous units or
3 parcels where the units or parcels have been subdivided legally and comply with the
4 requirements as to lot width and area, improvement and design, floodwater drainage control,
5 appropriate improved public roads, sanitary disposal facilities, water supply availability and
6 environmental protection.

7 (g) Nothing herein shall preclude the approval and filing of Subdivision Maps for
8 purposes of financing and conveyancing only as provided in Section 1612.1 herein.

9 **SEC. 1604. ENFORCEMENT.**

10 (a) It is unlawful for any person, firm, corporation, partnership or association to offer
11 or contract to sell, lease, finance, or construct any building for sale, lease or financing on any
12 parcel or parcels of real property for which a Final Map or a Parcel Map is required unless and
13 until a Final Map or Parcel Map in full compliance with the provisions of this Code and SMA,
14 has been duly recorded in the office of the Recorder. This Section does not prohibit an offer or
15 contract to sell, lease, or finance any parcel or parcels of real property where the sale, lease
16 or financing is expressly conditioned upon the filing, approval and recordation of a Final or
17 Parcel Map, where the SMA otherwise allows an offer or contract to sell, lease, or finance, or
18 where the SMA is inapplicable.

19 (b) All departments, officials and public employees of the City, City ~~agencies~~ or the
20 agency vested with the duty or authority to approve or issue permits, shall act consistent with
21 the provisions of this Code, the Plan, and the Plan Documents and shall neither approve nor
22 issue any permit or license for use, construction, or purpose in conflict with the provisions of
23 this Code, the Plan and the Plan Documents. Any such permit or license issued in conflict with
24 the provisions of this Code, Plan and the Plan Documents shall be null and void. No
25 conditions shall be imposed on or in connection with Tentative Maps, Vesting Tentative Maps,

1 Parcel Maps or Final Maps, including improvements plans and *i*mprovement agreements,
2 that conflict with the Plan and Plan Documents.

3 (c) Any Subdivider, agent of a Subdivider, successor in interest of a Subdivider,
4 tenant, purchaser, builder, contractor or other person who violates any of the provisions of this
5 Code or any conditions imposed pursuant to this Code, or who knowingly submits incorrect
6 information to endeavor to mislead or misdirect efforts by City agencies in the administration
7 of this Code, shall be deemed guilty of a misdemeanor and upon conviction thereof shall be
8 fined in an amount not exceeding \$2,000 or be imprisoned for a period not exceeding six
9 months or be both so fined and imprisoned. Each day such violation is committed or permitted
10 to continue shall constitute a separate offense and shall be punishable as such hereunder.

11 (d) The Director shall have the authority to enforce this Code against violations
12 thereof in accordance with Chapter 7, Sections 66499.30 et seq. of the SMA. The City shall
13 not issue a permit or grant any approval necessary to develop any real property which has
14 been divided, or which has resulted from a division, in violation of the provisions of this Code
15 or the SMA if it finds that development of the real property is contrary to the public health,
16 safety or welfare. The authority to deny a permit or approval shall apply whether the
17 applicant was the owner of the real property at the time of the violation or whether the
18 applicant is the current owner of the real property, with or without actual or constructive
19 knowledge of the violation at the time of the acquisition of interest in the real property.
20 Whenever the City has knowledge that property has been divided in violation of the provisions
21 of the SMA or this Code, the Director shall process a notice of violation and meet and confer
22 with the owner pursuant to SMA Section 66499.36.

23 **SEC. 1604.1. CERTIFICATE OF COMPLIANCE.**

24 (a) Any person owning real property or a vendee of that person pursuant to a
25 contract of sale of the real property, may request the Director to determine whether the real

1 property complies with the provisions of this Chapter and the SMA. The Director shall forward
2 the request to the City Attorney for review.

3 (b) Upon making a determination of compliance, the Director shall, in accordance
4 with Section 66499.35 of the SMA, cause a certificate or conditional certificate of compliance
5 to be filed for record with the County Recorder. The certificate of compliance shall identify the
6 real property and shall state that the division of land complies with applicable provisions of the
7 City ~~Regulations~~ and the SMA.

8 (c) A recorded Final or Parcel Map shall constitute a certificate of compliance with
9 respect to the parcels of real property described therein.

10 (d) If the Director determines that the real property does not comply with the
11 provisions of this Code or the SMA the Director shall issue a conditional certificate of
12 compliance. In issuing a conditional certificate of compliance the Director may impose such
13 conditions (including but not limited to filing an application for a corrected Tentative, Final or
14 Parcel Map) as would have been applicable to the division of the property at the time the
15 ~~applicant~~ applicant acquired his or her interest therein, and which had been established at such time
16 by this Code or the SMA. Where the ~~applicant~~ applicant was the owner of record at the time of the
17 initial violation of the provisions of this division or of local ordinances enacted pursuant thereto
18 who by a grant of real property created a parcel or parcels in violation of this Code or the
19 SMA, and that person is the current owner of record of one or more of the parcels which were
20 created as a result of the grant on violation of this Code or the SMA, then the Director may
21 impose any conditions which would have been applicable to a current division of the property.

22 **SEC. 1607. GOVERNMENT AGENCIES AND REDEVELOPMENT PLANS.**

23 (a) "Advisory Agency" means the Director of the City Department of Public Works.

24 (b) "Agency" means the Redevelopment Agency of the City and County of San
25 Francisco.

1 (c) "Agency Housing Parcels" means the parcels to be retained by the Agency as
2 designated in the Disposition and Development Agreement for Hunters Point Phase I.

3 (d) "Agency Parcels" means, collectively, the Agency Housing Parcels, Community
4 Facility Parcels and Open Space, as defined herein.

5 (e) "Bureau of Engineering" means the City Bureau of Engineering of the
6 Department of Public Works.

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

8 (g) "City ~~and~~ Agencies" means the City and, where appropriate, all City departments,
9 agencies, boards, commissions, and bureaus with subdivision or other permit, entitlement,
10 review or approval authority or jurisdiction over any major phase or project in the Candlestick
11 Point/Hunters Point Shipyard Project Subdivision Area or any portion thereof

12 (h) "City ~~and~~ Regulations" shall mean ordinances, resolutions, initiatives, rules, regulations,
13 and other official City and Agency policies applicable to and governing the overall design,
14 construction, fees, use, or other aspects of development within the Subdivision Area (i) those City land
15 use codes, including without limitation its Building Code, Fire Code, Planning Code (to the extent
16 applicable in accordance with pursuant to the Hunters Point Shipyard Redevelopment Plan
17 Design for Development), Public Works Code, Subdivision Code, Health Code, Environment Code and
18 General Plan; (ii) those ordinances, rules, regulations and official policies adopted thereunder, and
19 (iii) all those ordinances, rules, regulations, official policies and plans governing zoning, subdivisions
20 and subdivision design, land use, rate of development, density, building size, public improvements and
21 dedications, construction standards, new construction and use, design standards, permit restrictions,
22 development fees or exactions, terms and conditions of occupancy, or environmental guidelines or
23 review, including those relating to hazardous substances, pertaining to and the Bayview Hunters
24 Point Redevelopment Plan Area, as adopted and amended by the City from time to time.

25 (i) "Clerk" means the Clerk of the Board of Supervisors for the City.

1 (j) "Community Facility Parcels" means the parcels retained by the Agency and
2 designated for ultimate disposition for community development or community facilities, as
3 designated in the Disposition and Development Agreement for Hunters Point Phase I, and as
4 may be designated in subsequent disposition and development agreements.

5 (k) "County," "City," "City and County," "Municipality" and "Local Agency" mean the
6 City and County of San Francisco.

7 (l) "County Surveyor," "County Engineer" and "City Engineer" mean the Director
8 and his staff.

9 (m) "Department of Building Inspection" and "DBI" mean the City Department of
10 Building Inspection.

11 (n) "Department of Public Works" means the City Department of Public Works.

12 (o) "Director" means the Director of the City Department of Public Works.

13 (p) "Governing Body," "Legislative Body" and "Board" mean the City Board of
14 Supervisors.

15 (q) "Government agencies" means State, federal, regional or local governmental
16 agencies, other than City agencies, having or claiming jurisdiction over all or portions of the
17 Candlestick Point/Hunters Point Shipyard Project Subdivision Area or aspects of its development.

18 (r) "Open Space" means the parcels retained by the Agency and designated for
19 public recreation and other open space uses, as designated in the Disposition and
20 Development Agreement for Hunters Point Phase I, and as may be designated in subsequent
21 disposition and development agreements.

22 (s) "Plan Documents" means ~~the Plan and its~~ either the Hunters Point Shipyard
23 Redevelopment Plan or the Bayview Hunters Point Redevelopment Plan, as applicable, depending on
24 the location of the property to be subdivided, and their implementing documents, including without
25 limitation, the City Regulations, this Code and the Subdivision Regulations adopted

1 hereunder, disposition and development agreements, owner participation agreements, and
2 the ~~design for development~~ applicable Design for Development documents.

3 (t) "Plan" means the ~~Redevelopment Plan for~~ Hunters Point Shipyard Redevelopment
4 Plan or the Bayview Hunters Point Redevelopment Plan. References to a Plan shall mean whichever of
5 the two plans identified above applies to the property that is the subject of the proposed Subdivision or
6 other application.

7 (u) "Planning Department" means the City Department of Planning.

8 (v) "Planning Director" shall mean the City Director of Planning.

9 (w) ~~"Project Area" or "Hunters Point Shipyard Project Area" includes all of the Plan Area~~
10 ~~as described in the Hunters Point Shipyard Redevelopment Plan.~~

11 ~~(x)~~ "Subdivider" or "a Applicant" shall mean the owner of real property, or the
12 owner's authorized agent or representative, who applies for, or obtains, approval to subdivide
13 such real property.

14 (~~y~~ x) "Subdivision" shall mean, in accordance with Government Code Section 66424
15 and subject to the exclusions described in the SMA, including Government Code
16 Section 66412, the division of any improved or unimproved land, shown on the latest
17 equalized County assessment roll as a unit or as contiguous units, for the purpose of sale,
18 lease or financing, whether immediate or future. Property shall be considered as contiguous
19 units, even if it is separated by roads, streets, utility easements or railroad rights-of-way.
20 Subdivision includes a condominium project, as defined in Section 1351(f) of the California
21 Civil Code or a community apartment project, as defined in Section 1351(d) of the California
22 Civil Code. Any conveyance of land to a governmental agency, public entity, public utility or
23 subsidiary of a public utility for rights-of-way shall not be considered a division of land for
24 purposes of computing the number of lots. Subdivision does not include a lot line adjustment.

1 (y) "Subdivision Area" (or Candlestick Point/Hunters Point Shipyard Subdivision Area")
2 shall mean the area indicated on the map on file with the Clerk of the Board of Supervisors in File Nos.
3 100658 and 100659, which consists of: 1) all of the Plan Area as described in the Hunters Point
4 Shipyard Redevelopment Plan; and 2) Zone 1 of Project Area B of the Bayview Hunters Point
5 Redevelopment Plan.

6 **SEC. 1609. TERMINOLOGY.**

7 (a) "Application pPacket" shall mean the Tentative Map together with all documents,
8 statements and other materials that are required as attachments thereto.

9 (b) "Final Map" shall mean a map prepared in accordance with Chapter 2, Article 2
10 of SMA and this Code, which map is designed to be placed on record in the office of the
11 Recorder.

12 (c) "Improvement pPlan" shall mean an engineering plan or a set of engineering
13 plans showing the location and construction details of improvements.

14 (d) "Parcel Map" shall mean a map prepared in accordance with Chapter 2, Article 3
15 of SMA and this Code, which map is designed to be placed on record in the office of the
16 Recorder.

17 (e) "Public Improvement" means all improvements required pursuant to Article 5 of this
18 Code, the Plan and Plan Documents, and any additional improvements for the benefit of the public
19 required as a condition of approval of a Tentative Map, consistent with the Plan and Plan Documents.

20 (f) "Soil eEngineer" shall mean a qualified and duly licensed engineer, experienced
21 in engineering geology, responsible for the soil engineering work outlined in this Code,
22 including supervision, analysis and interpretation of field investigation and laboratory tests for
23 a specific project; preparation of geological and soil engineering recommendations and
24 specifications; and supervision of grading construction work.
25

1 (f g) "Standard Specifications" shall mean the 1986 Standard Plans and 1987
2 Standard Specifications of the Department of Public Works, Bureau of Engineering, including
3 any modifications thereof as set forth in the Subdivision Regulations.

4 (g h) "Tentative Map" shall mean a map made for the purpose of showing the design
5 of a proposed subdivision and the existing conditions in and around it; such a map need not
6 be based upon an accurate or detailed final survey of the property.

7 (i) "Transportation Infrastructure" shall mean all improvements and technology necessary
8 for the provision and maintenance of transportation and public transit services that are under the
9 jurisdiction of the San Francisco Municipal Transportation Agency ("SFMTA"), including but not
10 limited to: vehicular traffic and transit signaling and signs; pedestrian traffic controls; overhead
11 traction power cabling and supports, street lighting supports; wayside control and communication
12 systems and devices; electrical substations, junction boxes, underground conduit and duct banks;
13 transit stops; street and curb striping; and, parking meters and other parking control devices. All
14 elements of Transportation Infrastructure are Public Improvements.

15 (j) "Vesting Tentative Map" shall mean a tentative map which has been filed,
16 processed and approved in accordance with the Vesting Tentative Map Statute, Government
17 Code Section 66498.1 et seq., and this Code and which shall have at the time of filing printed
18 conspicuously on its face the words "Vesting Tentative Map."

19 **SEC. 1611. SUBDIVISION REGULATIONS.**

20 (a) The Director, with the assistance of other City Agencies, shall prepare and
21 publish the Hunters Point Shipyard Subdivision Regulations ("Subdivision Regulations")
22 needed to implement and supplement this Code in accordance with the SMA, this Code, and
23 the Plan. Subdivision Regulations may be adopted to apply to all or part of the Subdivision Area.
24
25

1 (b) Such Regulations shall be adopted or amended by the Director after holding a
2 public hearing. Prior to the decision of the Director to amend or adopt the Subdivision
3 Regulations, the Agency shall find such regulations consistent with the Plan.

4 **SEC. 1612.1. CONVEYANCING OR FINANCE MAPS.**

5 Subdivider may file *Subdivision Tentative Maps and Final Maps* or Parcel Maps for
6 purposes of financing and conveyancing only (hereinafter referred to as a "Transfer Map").

7 (a) When Subdivider submits a Tentative Map or Parcel Map application for a
8 Transfer Map, the proposed map shall have printed conspicuously on its face "FOR
9 PURPOSES OF FINANCING AND/OR CONVEYANCING ONLY."

10 (b) *A Except as provided in subsection (f) below and unless otherwise required by the SMA,*
11 *a* Transfer Map shall not be subject to any requirement or condition for the provision of
12 *Improvement Plans, grading or construction plans, Public Improvements, or any infrastructure, as*
13 *such infrastructure* may be described in the Plan and Plan Documents, that will be provided in
14 connection with subsequent or concurrent City permits, subdivision or parcel maps and
15 *i*Improvement *p*Plans. *An Except as described above, an i*Improvement *a*Agreement shall not be
16 required in connection with a Transfer Map.

17 (c) The Final or Parcel Map for a Transfer Map shall contain notes, restrictions,
18 references or conditions as approved by the City, which may, among other things, prohibit
19 development on the parcels absent compliance with the Plan and Plan Documents, and all
20 other applicable City *r*Regulations.

21 (d) No Transfer Map may be approved without Agency approval.

22 (e) Approval of a Transfer Map shall not be deemed to permit any development of,
23 or construction on, a parcel.

24 (f) *Multiple Final Maps relating to an approved or conditionally approved Tentative*
25 *Transfer Map may be filed prior to the expiration of the Tentative Transfer Map if the Subdivider files a*

1 notice pursuant to Section 1622(d)(1)(vi) or, after the filing of the Tentative Transfer Map, the
2 Subdivider and Director (after consulting with the Agency) concur in the filing of multiple Final Maps.
3 Subject to the provisions of SMA Section 66463.1 and all other applicable provisions of this Code, the
4 Director shall grant a Certificate of Approval of Multiple Final Maps at the time the Director approves
5 a Tentative Transfer Map so long as the Tentative Transfer Map: (1) applies only to property that is
6 subject to a disposition and development agreement with the Agency that contains an approved phasing
7 plan, land use plan, schedule of performance, and infrastructure plan; and (2) is consistent with such
8 phasing plan, land use plan, schedule of performance, and infrastructure plan. The provisions of
9 Section 1655.1 shall not apply to Tentative Transfer Maps or to multiple Final Maps that are proposed
10 to be recorded based on Tentative Transfer Maps.

11 (g) The Director may waive certain submittal requirements for Tentative Maps for a
12 Transfer Map application in accordance with Section 1622(c) hereof.

13 **SEC. 1613. NOTICE AND HEARING.**

14 (a) The Director shall give notice in the following manner for each application for a
15 Tentative Map or for a Parcel Map for which a Tentative Map is not required and an
16 application for an exception, waiver, or deferral filed pursuant to Section 1612 if the Director
17 elects to hold a hearing under Section 1612(f).

18 (1) Notice of the Director's receipt of an application shall be published in at least
19 one newspaper of general circulation within the City and County of San Francisco.

20 (2) Notice of the Director's receipt of the application shall be mailed or delivered to
21 each local agency expected to provide or approve water, sewage, streets, roads, schools, or
22 other essential facilities or services to the project, whose ability to provide those facilities and
23 services may be significantly affected.

24 (3) Notice of the Director's receipt of the application shall be mailed or delivered to
25 any person who has filed a written request for notice with the Director's office.

1 (b) If the Director is required or elects to hold a public hearing with respect to an
2 application, he or she shall give notice not less than 10 days prior to the hearing date as
3 provided in Subsection (a) of this Section, including providing notice to any person that
4 requested a hearing. No public hearing shall be held until after ~~g~~Government ~~a~~gencies and
5 City ~~a~~gencies comments are received or the time period for receiving such comments has
6 run, whichever occurs first, and the Director has provided a written report in accordance with
7 Section 1629.

8 (c) All applications for a Tentative Map, or for a Parcel Map for which a Tentative
9 Map is not required, shall include, in addition to all other information required:

10 (1) A list of the names, assessor's lot and block numbers and mailing addresses of
11 all those shown in the last equalized assessment roll as owning property within 300 feet of the
12 property proposed to be subdivided.

13 (2) A 300-foot radius map delineating all the properties described in
14 Subsection (c)(1).

15 (3) One set of stamped envelopes preaddressed to each of the listed property
16 owners, suitable for mailing notice of any hearing or appeal thereon. Blank Department of
17 Public Works envelopes will be furnished to a proposed Subdivider on request. Unused
18 envelopes will be returned to the proposed Subdivider on request.

19 (d) Any Department hearing required or permitted by this Code may, at the
20 discretion of the Director, be held jointly with the Department of Planning. The provisions of
21 this Section shall be superseded by those of any amendment to California Government Code
22 Sections 65090 or 65091, or by any provision of the SMA, should the amended provisions
23 require additional notice.
24
25

1 (e) Applications for Tentative and Parcel Maps shall be processed in compliance
2 with the Plan, Plan Document, and California Government Code Sections 65920 to 65963.1
3 and any applicable Government Code Section amendments.

4 **SEC. 1621. APPLICATION PACKET.**

5 The initial action in connection with the making of any subdivision for which a Tentative
6 Map is required shall be the preparation of the aApplication pPacket. Section 1622, and with
7 respect to Vesting Tentative Maps Sections 1633.1 and 1633.2, of this Code and the
8 Regulations adopted thereunder cover the preparation of the component parts of said
9 aApplication pPacket.

10 **SEC. 1624. FILING.**

11 (a) The aApplication pPacket, together with the initial fee payment, shall be filed with
12 the Director.

13 (b) The date of filing shall be the date when a complete aApplication pPacket has
14 been accepted by the Director.

15 (c) The Director shall determine whether an aApplication pPacket is complete and
16 notify the Subdivider within 30 days of the date of the submittal of the aApplication pPacket. If
17 the Director determines that the aApplication pPacket is not complete, the notice to the
18 Subdivider shall list all of the information necessary to comprise a complete aApplication
19 Packet.

20 **SEC. 1625. REFERRAL TO OTHER AGENCIES.**

21 Within three working days after a complete aApplication pPacket has been filed with the
22 Director, the Director shall forward copies to the Agency, the Planning Department, the
23 Bureau of Engineering, the Department of Building Inspection, the SFMTA, the Public Utilities
24 Commission, the City Attorney and other appropriate government agencies and City
25 agencies for their review.

1 **SEC. 1626. TIME LIMIT FOR AGENCY REVIEW.**

2 (a) The time limit for government agency and City aAgencies review shall be 30
3 days from the date the Director determines that an aApplication pPacket is complete.

4 (b) The time limit for government agency and City aAgencies s review may be
5 extended by mutual consent of the Subdivider and the Director.

6 **SEC. 1627. AGENCY REPORTS.**

7 Each reviewing agency shall report, in writing, to the Director its findings on and
8 recommendation for approval, conditional approval or denial of an aApplication pPacket
9 subject to and in accordance with the Plan and Plan Documents. The Subdivider may request
10 from the Director, and shall be provided with, any or all copies of such findings and
11 recommendations. The Planning Department's report shall include a finding on consistency
12 with the General Plan. The Agency's report shall include a finding of consistency with the Plan
13 and Plan Documents.

14 **SEC. 1628. SUBDIVISION CONFERENCE.**

15 No later than five days after expiration of the review time limits set forth in Section
16 1626, the Director at his or her discretion may hold a subdivision conference to discuss the
17 map application, unless the Subdivider has requested a conference or has filed a notice of
18 intent to file multiple Final Maps, in which case the conference is mandatory. Written notice of
19 such conference shall be sent to the Subdivider, and to all agencies that will be submitting or
20 have already submitted a report on the aApplication pPacket.

21 **SEC. 1630. CONDITIONS.**

22 (a) Conditions on approval of a Tentative Map, Vesting Tentative Map, or Parcel
23 Map, or improvement pPlans or agreement may relate wholly or in part to any improvements
24 or structures required pursuant to the Plan or Plan aDocuments or which may be constructed
25 within, or associated with, the subdivision, as well as to the subdivision itself.

1 (b) Subject to Section 1612.1, conditions may be required to be fulfilled before or
2 after such filing of the related Final or Parcel Map. Where such conditions are to be fulfilled
3 after filing of the related Final Map, the Subdivider shall, where appropriate, enter into an
4 *i*Improvement *a*Agreement and furnish security for compliance with those conditions including,
5 but not limited to, security satisfying the requirements of California Government Code
6 Section 66499, pursuant to the provisions of Article 6 and Article 8 of this Division.

7 (c) No conditions shall be imposed on a Tentative Map, Vesting Tentative Map or
8 Parcel Map or *i*Improvement *p*Plans or *i*Improvement *a*Agreement that are not consistent with,
9 exceed the limitations set forth in, or otherwise conflict with the Plan or Plan Documents.

10 (d) The provisions of this Code providing for Vesting Tentative Maps do not enlarge,
11 diminish, or alter the types of conditions which may be imposed on a development, nor in any
12 way diminish or alter the City's power to protect against a condition dangerous to the public
13 health or safety.

14 **SEC. 1632. GENERAL PLAN AND REDEVELOPMENT PLAN CONSISTENCY**
15 **DETERMINATION.**

16 (a) Whenever a property is to be subdivided, the Department of Planning shall
17 report on the question of consistency of the subdivision with the General Plan and the
18 *Redevelopment* Agency shall report on consistency with the Plan and the Plan Documents.

19 (b) The Director shall approve, conditional approve, or disapprove the proposed
20 subdivision, consistent with the SMA, subject to any decision on appeal by the Board of
21 Supervisors.

22 (c) When the Department of Planning or the Agency finds, subject to any decision
23 on appeal by the Board of Supervisors, or when the Board of Supervisors finds, that a
24 proposed subdivision will be consistent with the Plan, Plan Documents or General Plan only
25

1 upon compliance with certain conditions, the Director shall incorporate said conditions in his
2 or her conditional approval of the proposed subdivision.

3 **SEC. 1633.1. VESTING TENTATIVE MAPS.**

4 (a) Vesting Tentative Transfer Maps.

5 (1) Whenever a provision of this Code allows for filing of a Transfer Map, the Subdivider
6 may file a Vesting Tentative Transfer Map and Final Map.

7 (2) Except as otherwise provided in Sections 1633.2 through 1633.4 of this Code, a Vesting
8 Tentative Transfer Map shall be subject to the same procedures, requirements, and other Code
9 Provisions as a Transfer Map.

10 (b) Vesting Tentative Maps for Development Purposes.

11 (1) Whenever a provision of this Code requires that a Tentative Map or Parcel Map
12 be filed, the Subdivider may file instead a Vesting Tentative Map and Final Map.

13 (b2) Except as otherwise provided in Sections 1633.2 through 1633.4 of this Code, a
14 Vesting Tentative Map shall be subject to the same procedures, requirements and other Code
15 provisions as any other Tentative Map.

16 **SEC. 1633.2. VESTING TENTATIVE MAP REQUIREMENTS.**

17 (a) Vesting Tentative Transfer Maps. In addition to meeting the requirements otherwise
18 applicable to Transfer Maps, any Subdivider applying for approval of a Vesting Tentative Transfer
19 Map also shall, at the time the Vesting Tentative Transfer Map is filed:

20 (1) Have printed conspicuously on the face of the map the words "Vesting Tentative
21 Transfer Map."

22 (2) Have printed conspicuously on the face of the map the words "FOR PURPOSES OF
23 CONVEYANCING, FINANCING, AND/OR VESTING ONLY."

1 (3) Provide such additional information as required in Section 1333.2 of this Code;
2 provided, however, that the Director, in his sole discretion, may waive some or all of such requirements
3 to the extent permitted under the SMA.

4 (b) Vesting Tentative Maps for Development Purposes. In addition to meeting the
5 requirements otherwise applicable to Tentative Maps, any Subdivider applying for approval of
6 a Vesting Tentative Map shall also, at the time a Vesting Tentative Map application is filed:

7 (1) Have printed conspicuously on the face of the map the words "Vesting Tentative
8 Map."

9 (2) Provide such additional information as required in Section 1333.2 of this Code;
10 provided, however, that the Director, in his sole discretion, may waive some or all of such requirements
11 to the extent permitted under the SMA.

12 **SEC. 1633.3. RIGHTS CONVEYED.**

13 (a) Approval of a Vesting Tentative Transfer Map shall confer a vested right to
14 proceed with future development approvals as set~~asset~~ forth in Chapter 4.5 of the SMA, Sections
15 66498.1 et seq.

16 (b) Approval of a Vesting Tentative Map shall confer a vested right to proceed with
17 development as set forth in Chapter 4.5 of the SMA, Sections 66498.1 et seq.

18 (b c) The rights referred to in Subsections (a) and (b) shall expire if a Final Map is not
19 approved before expiration of the related Vesting Tentative Transfer Map or Vesting Tentative
20 Map under California Government Code Section 66452.6 and this Code. If a Final Map is
21 approved, the development right referred to in Subsection (a) shall continue during the
22 following period of time:

23 (1) Two years from recording of the approved Final Map. Where several Final Maps
24 are recorded on various phases of a project covered by a single Vesting Tentative Transfer Map
25 or Vesting Tentative Map, this initial time period shall begin for each when the Final Map for

1 that phase is recorded. Where the City uses more than 30 days to process a completed
2 application for a grading permit or for design or architectural review, or such other period of
3 time as provided in the Plan Documents, this initial time period shall be extended by the
4 processing time, counted from the date the application was completed.

5 (2) An additional period of not more than one year, if the proposed Subdivider
6 applies for such an extension at any time before the expiration of the period provided in
7 Subsection (b)(1), and if the Department of Public Works determines that such extension will
8 not prejudice the interests of the public or other private parties. If the Department of Public
9 Works does not act on an application for extension within 40 days after receiving it, it shall be
10 deemed disapproved. The proposed Subdivider may appeal by filing a written appeal with the
11 Clerk of the Board of Supervisors not later than 15 days after the disapproval. Any such
12 appeal shall be heard at the time and under the procedural rules then applicable to appeals
13 from denial of Tentative Maps.

14 (3) If the Subdivider submits a complete building or site permit application before
15 the expiration of the applicable period stated in Subsection (b)(1) or (b)(2), the period during
16 which that application is being processed and the period of the life of any corresponding
17 building or site permit, or any extension thereof.

18 (4) If a Final Map is recorded based upon a Vesting Tentative Transfer Map or Vesting
19 Tentative Map and the development rights under this Section expire, the Final Map remains in
20 effect without those rights.

21 **SEC. 1633.4. VESTING TENTATIVE MAP — INCONSISTENCY WITH ORDINANCES AND**
22 **OTHER STANDARDS.**

23 (a) Subsections 1633.1 through 1633.3 relate only to conditions and requirements
24 imposed by the City and do not affect the obligation of a Subdivider to comply with the
25 conditions and requirements of State or federal laws, regulations or policies.

1 (b) Notwithstanding any other provision of this Code, a property owner or his or her
2 designee may seek approvals or permits for development which depart from the ordinances,
3 policies or standards applicable under Section 1633.3(a), and the City may grant such
4 approvals or issue such permits to the extent consistent with the Plan and Plan Documents
5 and permitted by otherwise applicable City ~~r~~Regulations.

6 **SEC. 1634. AGENCY REVIEW AND APPROVAL OF SUBDIVISION MAPS.**

7 (a) Notwithstanding any provision of the Subdivision Code to the contrary, a
8 Tentative Map shall not be deemed finally approved until the Agency in accordance with the
9 Plan and Plan Documents, reviews and approves the Tentative Map to ensure that it is
10 consistent with the Plan and the Plan Documents, ~~including the Hunters Point Shipyard Phase 1~~
11 ~~Infrastructure Development Plan, the scope of development and the design for development.~~ The
12 Agency shall also have the right to review any amendment to the Tentative Map, or a
13 subsequent Tentative Map.

14 (b) The ~~a~~Applicant shall submit copies of its ~~a~~Application ~~p~~Packet for a Tentative
15 Map, and the ~~a~~Application ~~p~~Packet for an amendment to a Tentative Map or a subsequent
16 Tentative Map, to the Agency when it submits the ~~a~~Application ~~p~~Packet to the Director. The
17 Agency, in accordance with the Plan and Plan Documents, shall approve, disapprove or
18 approve with conditions the Tentative Map, amendment to the Tentative Map, or a
19 subsequent Tentative Map within 30 days following the date the Director determines that the
20 ~~a~~Application ~~p~~Packet is complete, unless such time has been extended pursuant to
21 Section 1626 of the Subdivision Code. The Agency shall deliver the determination to the
22 Director of Public Works in writing, with a copy to the ~~a~~Applicant.

23 (c) Notwithstanding any provision of the Subdivision Code to the contrary, in
24 accordance with the Plan and Plan Documents, a proposed Final Map or Parcel Map shall not
25 be deemed finally approved for recordation unless and until the Agency reviews and approves

1 or is deemed to have approved the proposed Final Map or Parcel Map. The Agency shall
2 approve the proposed Final Map or Parcel Map if: (i) development of the area covered by the
3 proposed Final Map or Parcel Map is consistent with the Plan and Plan Documents or project
4 approvals issued by the Agency, if any; and (ii) the conditions that were imposed upon
5 approval of the Tentative Map to provide infrastructure improvements consistent with the Plan
6 and Plan Documents have been satisfied, or the performance of such conditions is otherwise
7 secured by an *i*Improvement *a*Agreement.

8 (d) The *a*Applicant shall submit copies of all proposed Final Maps or Parcel Maps to
9 the Agency at the same time such proposed Final Maps or Parcel Maps are filed with the
10 Director. The Agency shall, in accordance with the Plan and Plan Documents, approve,
11 disapprove, or approve with conditions the proposed Final Maps or Parcel Maps within 30
12 days following receipt of the complete Final Map or Parcel Map from the *a*Applicant, by
13 delivering a determination to the Director of Public Works, with a copy to the *a*Applicant.

14 **SEC. 1635. PUBLIC FACILITIES.**

15 (a) General. Public facilities listed in this Section shall (where provided) meet the,
16 design and construction standards in the Plan, Plan Documents and the *Hunters Point Shipyard*
17 Subdivision Regulations ~~consistent therewith~~.

18 (b) Streets.

19 (1) Dedicated Public Streets. A subdivision and each lot, parcel, and unit thereon
20 shall have direct access to a public right-of-way. Title to a new or widened public right-of-way
21 shall be conveyed to the City by proper deed either prior to approval of the Final Map or as
22 provided in an *i*Improvement *a*Agreement entered into pursuant to Section 1651.

23 (2) Private Streets. Easements for government facilities in private streets shall
24 meet the requirements of Section 1639 of this Code.

1 (c) Frontage Improvements. The frontage of each lot shall be improved to the
2 geometric section specified by the Director in accordance with the Plan, Plan Documents,
3 including any streetscape plan approved by the Agency and the street structural section,
4 curbs, sidewalks, planting areas, driveway approaches and transitions in accordance with the
5 Subdivision Regulations.

6 (d) Pedestrian Ways. Pedestrian ways shall be required in accordance with the
7 Plan and Plan Documents.

8 (e) Sanitary and Drainage Facilities. The Subdivider shall provide sanitary and
9 drainage facilities consistent with the Plan and Plan Documents. When connected to City
10 facilities, such facilities will serve adequately all lots, dedicated areas and all other areas
11 comprising the subdivision.

12 (f) Fire Protection. The Subdivider shall provide for the installation of fire hydrants
13 and other appurtenances and facilities needed for adequate fire protection consistent with the
14 Plan and Plan Documents.

15 (g) Street Lighting. The Subdivider shall provide street lighting facilities along all
16 streets, alleys and pedestrian ways consistent with the Plan and Plan Documents.

17 (h) Fencing. An approved fence may be required on parcels or lots within the
18 subdivision adequate to prevent unauthorized access between the subdivided property and
19 adjacent properties.

20 (i) Transportation Infrastructure. The Subdivider shall provide all Transportation
21 Infrastructure consistent with the Plan and Plan Documents to the Subdivision Area.

22 (j) Other Improvements. Other improvements may be required including, but not
23 limited to, grading, dry utilities, open space parcel improvements, temporary fencing, signs,
24 street lines and markings, street trees and shrubs, street furniture, landscaping, monuments,
25 bicycle facilities, and smoke detectors, or fees in lieu of any of the foregoing, shall also be

1 required as determined by the Director in accordance with this Code, but only to the extent
2 consistent with the Plan, Plan Documents, and the General Plan.

3 **SEC. 1645. GENERAL.**

4 (a) The Subdivider shall provide for the construction and installation of all pPublic
5 iImprovements in the subdivision in accordance with the Plan and Plan Documents. *The term*
6 *"public improvements" shall mean all improvements required pursuant to Article 5 of this Code, the*
7 *Plan and Plan Documents, and any additional improvements for the benefit of the public required as a*
8 *condition of approval of a Tentative Map, consistent with the Plan and Plan Documents.*

9 (b) Except for Transfer Maps that are governed by Sections 1612.1 and 1651.1(c),
10 the Subdivider shall enter into an iImprovement aAgreement pursuant to Section 1651
11 whenever required pPublic iImprovements have not been completed prior to the filing of the
12 Final Map.

13 (c) Notwithstanding any provision of this Code or the Public Works Code to the
14 contrary, a Subdivider or aApplicant may request ~~front~~from the Director a street improvement
15 permit to initiate the construction of pPublic iImprovements independent of or as part of the
16 approval of a Transfer Map, Final Map, or Parcel Map. Said permit shall comply with the
17 applicable provisions of this Code, including, but not limited to, Articles 5, 6, and 8 in regard to
18 the submittals, design, review, approval, documentation, construction, security, and
19 acceptance for said pPublic iImprovements, including associated iImprovement pPlans. In
20 addition, all such permits shall comply with the provisions of Public Works Code Sections
21 2.3.1 et seq., if such provisions are applicable to the work contemplated under the permit.
22 Fees for said permits shall be according to the Public Works Code Sections 2.1 et seq. unless
23 modified by the Plan or Plan Documents.
24
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1 **SEC. 1646. IMPROVEMENT PLANS.**

2 (a) Following approval of the Tentative Map and prior to filing of the Final Map, the
3 Subdivider's engineer shall submit grading and construction plans for any required ~~p~~Public
4 ~~i~~Improvements to the Director for approval.

5 (b) Improvement ~~p~~Plans including grading plans and an erosion control plan, as
6 appropriate, shall be prepared under the direction of a qualified and duly licensed professional
7 civil engineer registered in the State of California.

8 (c) Improvement ~~p~~Plans shall conform to the Subdivision Regulations regarding
9 format, size and contents.

10 (d) Any specifications supplementing the Standard Specifications shall be
11 considered a part of the ~~i~~Improvement ~~p~~Plans.

12 (e) The ~~i~~Improvement ~~p~~Plans shall reflect the public improvement required under
13 the *Hunters Point Phase 1 Infrastructure Development Plan ("Phase 1 Infrastructure Plan")*, as
14 *infrastructure plans* set forth in the Plans and Plan Documents *for Phase 1*.

15 (1) The Phase 1 Infrastructure Plan may be amended or modified only by a written
16 instrument executed by City and Agency, with the written consent of the Developer
17 Representative, as defined in Hunters Point Shipyard Interagency Cooperation Agreement for
18 Phase 1. The Developer Representative's consent shall not be unreasonably withheld,
19 conditioned or delayed.

20 (± i) The Mayor or his or her designee and the Director (or any successor City
21 officer as designated by law) shall have the authority to consent to any non-material
22 amendments or other modifications to the Phase 1 Infrastructure Plan, after consultation with
23 the directors of any affected City Agencies. For purposes hereof, "non-material changes"
24 shall mean any change which does not materially increase the costs or liabilities of the City, or
25 does not materially decrease the time periods required for review or approval by any City

1 agency of permits, approvals, agreements and entitlements in connection with the
2 implementation of the Plan and Plan Documents.

3 (2) *ii*) Material amendments to the Phase 1 Infrastructure Plan that would
4 materially alter the obligations of the City ~~or~~ Agencies or principal benefits as provided in this
5 Section shall require the approval of the Board of Supervisors, by resolution.

6 (2) The Infrastructure Plan contained in the Disposition and Development Agreement for
7 Candlestick Point/Hunters Point Shipyard Phase 2 (CP/HPS Infrastructure Plan) may be amended or
8 modified from time to time consistent with the provisions of the applicable disposition and development
9 agreement. In addition, amendments to the CP/HPS Infrastructure Plan shall be subject to the prior
10 written approval of the City, acting by and through the Mayor or his or her designee, the Director (or
11 any successor City officer as designated by law), and the director of any affected City Agency.

12 (f) The Director shall act upon and review ~~i~~Improvement ~~p~~Plans within the time
13 periods specified in Section 66456.2 of the SMA; provided, however, that no ~~i~~Improvement
14 ~~p~~Plans submission shall be deemed complete for filing until the subdivider has obtained
15 approval of the ~~i~~Improvement ~~p~~Plans pursuant to Article 31 of the Health Code. The Director
16 shall send a copy of the ~~i~~Improvement ~~p~~Plans to the Agency for its review. The Director's
17 review of the ~~i~~Improvement ~~p~~Plans shall conform with the Plan and Plan Documents. This
18 time limit may be extended by mutual agreement.

19 **SEC. 1647. CONSTRUCTION.**

20 (a) No construction of ~~p~~Public ~~i~~Improvements shall commence until ~~i~~Improvement
21 ~~p~~Plans have been approved by the Director and appropriate City permits have been issued.
22 Prior to issuance of any such permits, the City shall obtain easements from the Subdivider or
23 third parties to allow for the City to complete construction of ~~p~~Public ~~i~~Improvements on private
24 property should the Subdivider fail to do so and to allow for public use, if necessary, prior to
25 City acceptance of such ~~p~~Public ~~i~~Improvements. Also, prior issuance of any such permits, the

1 City shall obtain an irrevocable offer of dedication of private property in fee title from the
2 Subdivider or third parties where said property is designated for use as future public right-of-
3 way in the Plan and Plan Documents. The City, at *is its* option, shall obtain an irrevocable
4 offer of dedication of private property in fee title from Subdivider or third parties where *pPublic*
5 *iImprovements* will be constructed on said property. In addition, City also shall obtain from
6 Subdivider an irrevocable offer of dedication of any *pPublic iImprovements* constructed
7 pursuant to the Plan, Plan Documents, and this Code.

8 (b) Notwithstanding Administrative Code Chapter 23, the Director of Property is authorized
9 to enter into easements for a term of five (5) years or less for purposes of Subsection (a) above or other
10 purposes associated with construction and use of Public Improvements as set forth in this Code.

11 (b c) Construction of *pPublic iImprovements* that are to be accepted by the City as
12 *pPublic iImprovements* or for public maintenance and liability purposes shall be subject to
13 inspection by the Director. The Subdivider is responsible for paying the applicable engineering
14 inspection fee as specified in the Public Works Code.

15 (e d) Any work done by the Subdivider prior to issuance of appropriate City permits or
16 approval of *iImprovement pPlans*, including changes thereto, or without the inspection and
17 testing required by the Director is subject to rejection. Such work shall be deemed to have
18 been done at the risk and peril of the Subdivider.

19 (d e) The design and layout of all required improvements, both on-site and off-site,
20 private and public, shall conform to the Plan, Plan Documents, the applicable provisions of
21 City *rRegulations* and Tentative Map conditions consistent therewith.

22 (e f) Installation of Underground Facilities. All underground facilities including sanitary
23 and drainage facilities, and duct banks, and excepting survey monuments installed in streets,
24 alleys, or pedestrian ways shall be constructed, by the Subdivider and inspected and
25 approved by the Director, prior to the surfacing of such street, alley or pedestrian way. Service

1 connections for all underground utilities and sewers shall be laid to such length as will in the
2 Director's opinion obviate disturbing the street, alley, or pedestrian way improvements when
3 service connections are completed to properties in the subdivision.

4 **SEC. 1648. FAILURE TO COMPLETE IMPROVEMENTS WITHIN AGREED TIME.**

5 The iImprovement aAgreement shall include provisions consistent with the Plan and
6 Plan Documents and this Code regarding extensions of time and remedies when
7 improvements are not completed within the agreed time.

8 **SEC. 1649.1. REVISION TO APPROVED PLANS.**

9 (a) Requests by the Subdivider for revisions to the approved iImprovement pPlans
10 shall be submitted in writing to the Director and shall be accompanied by drawings showing
11 the proposed revision. If the revision is acceptable to the Director and the Agency and
12 consistent with the Plan, Plan Documents and Tentative Map, the Director shall initial the
13 revised plans. Construction of any proposed revision shall not commence until revised plans
14 have been received and approved by the Director.

15 **SEC. 1651. IMPROVEMENT AGREEMENT.**

16 (a) General. This Section shall only apply to pPublic iImprovements that have not
17 been completed or conditions that have not been fulfilled prior to filing a Parcel or Final Map.
18 An agreement (the "iImprovement aAgreement ") shall be approved by the Director, approved
19 as to form by the City Attorney, and executed by the Director on behalf of the City. The
20 iImprovement aAgreement shall be consistent with the Plan and Plan Documents and shall
21 provide for:

22 (1) Construction of all pPublic iImprovements required pursuant to the Plan, Plan
23 Documents, this Code, and conditions imposed on the Tentative Map or Parcel Map
24 consistent therewith, including any required off-site improvements, within the time specified by
25 Section 1651.1;

1 (2) Satisfaction of conditions precedent to the transfer of title to the City of all land
2 and improvements required to be dedicated to or acquired by the City, if the City elects to
3 defer transfer of title until after the ~~p~~Public ~~i~~Improvements have been completed consistent
4 with the Plan and Plan Documents, including any approved title exceptions as defined therein,
5 which are or shall be specified herein;

6 (3) Payment of inspection fees in accordance with applicable City ~~#~~Regulations,
7 consistent with the Plan and Plan Documents;

8 (4) Improvement security as required by Section 1670;

9 (5) Maintenance and repair of any defects or failures of the required ~~p~~Public
10 ~~i~~Improvements, and to the extent feasible removing their causes, prior to acceptance of the
11 ~~p~~Public ~~i~~Improvements by the City or Agency;

12 (6) Release and indemnification of the City from all liability incurred in connection
13 with the construction and design of ~~p~~Public ~~i~~Improvements and payment of all reasonable
14 attorneys' fees that the City may incur because of any legal action or other proceeding arising
15 from the construction, except release and indemnification disallowed under the SMA or any
16 other State or federal law pursuant to the procedures provided in the SMA;

17 (7) Payment by Subdivider of all costs and reasonable expenses and fees, including
18 attorneys' fees, incurred in enforcing the obligations of the ~~i~~Improvement ~~#~~Agreement;

19 (8) Any other deposits, reimbursements, fees or conditions as required by City
20 ~~#~~Regulations consistent with Plan and Plan Documents, and as may be required by the
21 Director;

22 (9) Any other provisions required by the City as reasonably necessary to effectuate
23 the purposes and provisions of the SMA and this Code in accordance with the Plan and Plan
24 Documents.

1 (b) Any iImprovement aAgreement, contract or act required or authorized by the
2 SMA or this Chapter for which security is required, shall be secured in accordance with
3 Section 66499 et seq. of the SMA and Article 8 of this Division.

4 **SEC. 1651.1. COMPLETION OF IMPROVEMENTS.**

5 (a) With the exception of Transfer Maps, which are governed by Sections 1612.1
6 and 1651.1(c) hereof, the pPublic iImprovements for subdivisions of five or more parcels
7 which are not otherwise required to be completed prior to recordation of a Final Map, shall be
8 completed by the Subdivider within the time specified in an iImprovement aAgreement which
9 is consistent with the Plan and Plan Documents.

10 (b) With the exception of Transfer Maps, which are governed by Sections 1612.1
11 and 1651.1(c) hereof, the completion of pPublic iImprovements for subdivisions of four or
12 fewer parcels which are not otherwise required to be completed prior to recordation of a
13 Parcel Map or Final Map may be deferred until a permit or other grant of approval for the
14 development of any parcel within the subdivision is applied for, unless the completion of the
15 pPublic iImprovements is found to be necessary for public health or safety or for the orderly
16 development of the surrounding area, in which case the iImprovement aAgreement shall
17 specify a time for completion. If any required pPublic iImprovements are not completed at the
18 time of recordation of a Parcel Map or Final Map for four or fewer parcels, an iImprovement
19 aAgreement is required pursuant to Section 1651. This finding shall be made by the Director,
20 after consultation with appropriate City aAgencies. The specified date for completion of the
21 pPublic iImprovements, when required, shall be stated in the iImprovement aAgreement.

22 Public iImprovements shall be completed in accordance with the iImprovement aAgreement.

23 (c) No pPublic iImprovements shall be required to be completed in connection with
24 Transfer Maps. For all other subdivisions, only on-site pPublic iImprovements and those off-

25

1 site ~~p~~Public ~~i~~Improvements necessary to provide connections to the on-site improvements and
2 those ~~p~~Public ~~i~~Improvements required by the Plan or Plan Documents shall be required.

3 (d) Completion dates may be extended by the Director according to the following
4 procedures:

5 (1) The Subdivider must request an extension in writing, stating adequate evidence
6 to justify the extension, by letter to the Director. The request shall be made not less than 30
7 days prior to expiration of the ~~i~~Improvement ~~a~~Agreement. The Director may grant such
8 extensions, subject to the terms of the ~~i~~Improvement ~~a~~Agreement.

9 (2) The Director may condition approval of an extension agreement upon the
10 following:

11 (i) Revised improvement construction estimates to reflect current
12 improvement costs as approved by the Director;

13 (ii) Increase of improvement securities in accordance with revised
14 construction estimates;

15 (iii) Inspection fees may be increased to reflect current construction costs but
16 shall not be subject to any decrease or refund; and

17 (iv) Conditions that the Director deems necessary to assure the timely
18 completion of ~~p~~Public ~~i~~Improvements.

19 (3) If authorized by the Director, the Subdivider shall enter into an ~~i~~Improvement
20 ~~a~~Agreement extension ("extension agreement") with the City. The extension agreement shall
21 be approved by the Director and the City Attorney, and executed by the Director, the
22 Subdivider.

23 (4) The costs incurred by the City in reviewing and processing the extension
24 agreement shall be paid by the Subdivider at actual cost.
25

1 (e) Should the Subdivider fail to complete the pPublic iImprovements - within the
2 specified time, or correct all deficiencies within the time specified for completion, the City may,
3 by resolution of the Board of Supervisors and at its option, cause any or all uncompleted
4 pPublic iImprovements to be completed and all uncorrected deficiencies to be corrected, and
5 the Subdivider and parties executing the security or securities shall be firmly bound for the
6 payment of all necessary costs.

7 (f) As-Built Plans. Upon completion of the pPublic iImprovements, the Subdivider
8 shall submit to the Director a reproducible set of as-built iImprovement pPlans.

9 **SEC. 1651.2. ACCEPTANCE OF IMPROVEMENTS.**

10 (a) General. With respect to all subdivisions, when any deficiencies in the required
11 pPublic iImprovements have been corrected, as-built improvement plans submitted, and the
12 City Engineer, upon written request from the Subdivider, issues a Notice of Completion, the
13 completed pPublic iImprovements shall be considered by the Director for acceptance.

14 (b) Acceptance. If the pPublic iImprovements have been completed to the
15 satisfaction of the Director and are ready for their intended use, the Director shall provide the
16 Board of Supervisors with a written certificate to that effect, and the pPublic iImprovements
17 may be accepted by the Board of Supervisors, by ordinance, subject to the provisions of San
18 Francisco Administrative Code Section 1.52. Acceptance of the improvements shall imply only
19 that the improvements have been completed satisfactorily, are ready for their intended use,
20 and that pPublic iImprovements have been paccepted for public use. Acceptance of any Public
21 Improvement shall not effect a waiver of any rights the City may have as to warranties and construction
22 defects.

23 (c) Notwithstanding the above requirements, the following provisions shall apply to all
24 stormwater and sewer pump stations and Transportation Infrastructure in the Candlestick
25 Point/Hunters Point Shipyard Subdivision Area:

1 (1) Pump Station Warranty. The Subdivider shall warranty each pump station for three
2 years after the City Engineer issues its Notice of Completion for said pump station.

3 (2) Transportation Infrastructure Warranty. The Subdivider shall warranty the
4 Transportation Infrastructure for no less than two years after the City Engineer issues its Notice of
5 Completion for said Infrastructure unless the SFMTA or its designee authorizes a shorter warranty
6 period.

7 (3) Subdivider's liability pursuant to the warranties in Subsections (c)(1) and (2) above
8 shall not extend to harm or damage from improper maintenance or operation of the pump station or
9 Transportation Infrastructure by a City Agency or the City Agency's agent.

10 **SEC. 1655.1. FINAL MAPS SHOWING ONLY PORTIONS OF TENTATIVE MAP.**

11 (a) General. Multiple ~~f~~Final ~~m~~Maps relating to an approved or conditionally approved
12 Tentative Map may be filed prior to the expiration of the Tentative Map if, in addition to all
13 other requirements of this Code pertaining to Final Maps, a Subdivider files a notice pursuant
14 to Section 1622(d)(1)(vi) or, after filing of the Tentative Map, the Subdivider and Director
15 (~~4~~after consulting with the Agency) concur in the filing of multiple Final Maps. A Subdivider
16 filing multiple Final Maps must obtain approval of the Director pursuant to Subsection (b) of
17 this Section in order to obtain the certificate required by Section 1657.

18 (b) The Director shall approve a Final Map which is in compliance with the
19 conditions of the Tentative Map, but which shows only a portion of the Tentative Map, unless
20 any one of the following conditions occurs:

21 (1) The Director finds:

22 (i) That it will not be feasible from an engineering standpoint to
23 construct the ~~p~~Public ~~i~~Improvements required for the areas shown on the Final Map or the
24 Final Map is inconsistent with the SMA; or

1 (ii) That construction of the ~~p~~Public ~~i~~Improvements shown in the
2 proposed Final Map would not provide adequate access to the area shown on the Final Map
3 unless additional street or easement dedications, or ~~p~~Public ~~i~~Improvements as shown on the
4 General Plan or in the Plan or Plan Documents, are provided, or other reasonable conditions,
5 not in conflict with the Plan or Plan Documents, are imposed.

6 (2) The Director, or in the event of a hearing by the Agency pursuant to
7 Subsection (d) below, the Agency finds that ~~development approval~~ of the ~~uses authorized within~~
8 ~~the proposed~~ Final Map ~~area at that time would not promote orderly development consistent with the~~
9 ~~General Plan would conflict with implementation of the~~ Plan ~~and/or~~ Plan Documents unless
10 additional street or easement dedications, or ~~p~~Public ~~i~~Improvements as shown on the
11 Tentative Map are provided, or other reasonable conditions, not in conflict with the Plan or
12 Plan Documents, are imposed.

13 (c) The Director shall make a determination pursuant to Subsection (b) within 40
14 days following submittal of the Final Map or Parcel Map.

15 (d) If the Director refuses to approve for recording a Final Map showing only a
16 portion of a Tentative Map, the Director shall provide the applicant with written findings in
17 support of the determination. The Director's refusal to approve a phased Final Map may be
18 appealed to the Agency, and then, if necessary, to the Board, for a determination of whether
19 the Phased Final Map is consistent with the SMA, the Tentative Map, the Plan and Plan
20 Documents, provided, however, that any decision by the Agency regarding consistency with
21 the Plan shall be final.

22 **SEC. 1657. CERTIFICATES AND STATEMENTS ON FINAL MAP.**

23 (a) In addition to the certificates required by SMA, the following certificates shall be
24 on the Final Map.

25 (1) City Attorney's certificate;

1 (2) Advisory Agency's certificate;

2 (3) Certificate of Improvement Agreement. Whenever the conditional approval of the
3 ~~a~~Application ~~p~~Packet includes conditions which are to be met after the recordation of the Final
4 Map, a certificate signed by the Director evidencing that an ~~i~~Improvement ~~a~~Agreement has
5 been entered into between the Subdivider and the City shall be required; and

6 (4) Certificate of Approval of Multiple Final Maps. Where the Final Map shows only
7 a portion of the Tentative Map, then a certificate signed by the Director pursuant to
8 Section 1655.2 shall be required.

9 (b) The Director may require other notes, restrictions, references or requirements to
10 be indicated on a Final Map.

11 **SEC. 1661. FILING.**

12 (a) After the check prints have been approved by the Director, the Subdivider shall
13 file with the Director:

14 (1) The Final Map or Parcel Map, corrected to its final form, together with the copies
15 specified in the Subdivision Regulations;

16 (2) The bonds or other security and approved ~~i~~Improvement ~~a~~Agreement;

17 (3) When applicable, deeds conveying all streets in the subdivision to the City and
18 deeds granting easements for sewers, drains and pedestrian walkways which are not
19 dedicated on the map;

20 (4) Evidence of title;

21 (5) The recording fee and evidence that all fees required by this Code have been
22 paid; and

23 (6) The corrected Preliminary Soil Report, when required.

24 **SEC. 1670. SECURITY FOR IMPROVEMENTS.**

25 (a) The requirements of this Section apply to all ~~i~~Improvement ~~a~~Agreements.

1 (b) No Final Map or Parcel Map shall be signed by the Director or recorded until all
2 improvement securities required by this Article in the form prescribed by the City pursuant to
3 Government Code Section 66499 et seq., have been received and approved.

4 (c) A performance bond or other acceptable security as provided in Section 66499
5 of the Government Code in the amount of 100 percent of the estimated cost of completion of
6 the construction, as determined by the Director, or installation of all pPublic improvements, as
7 determined by the Director, shall be required of all subdivisions to secure satisfactory
8 performance of those obligations. As a guarantee of payment for the labor, materials,
9 equipment and services required, a payment bond or other acceptable security shall be
10 required for 50 percent of the estimated cost of completion of unfinished pPublic
11 improvements as determined by the Director. For purposes of the preceding sentences, the
12 "estimated cost of completion" shall include all costs of remediating any hazardous materials
13 as necessary to permit completion of the required pPublic improvements, unless those costs
14 are otherwise secured as provided in the Plan and Plan Documents.

15 (d) The security shall be released or reduced upon completion of construction as
16 follows:

17 (1) The security shall be reduced to 10 percent of the original amount for the
18 purpose of guaranteeing repair of any defect in the improvements which occurs within one
19 year of when: (i) the pPublic improvements have been completed to the satisfaction of the
20 Director; and (ii) the Clerk of the Board of Supervisors certifies that no claims by any
21 contractor, subcontractor or person furnishing labor, materials or equipment for the required
22 pPublic improvements have been filed against the City prior to or within a 100-day period
23 following completion of the pPublic improvements.

24 (2) If any claims by any contractor, subcontractor or person furnishing labor,
25 materials or equipment to the Subdivider have been filed against the City, then the

1 performance security shall only be reduced to an amount equal to the amount of all such
2 claims filed or to 10 percent of the original amount whichever is greater.

3 (3) The security may be reduced in conjunction with completion of a portion of the
4 ~~p~~Public ~~i~~Improvements to the satisfaction of the Director, to an amount determined by the
5 Director; however, in no event shall the amount of the security be reduced below the greater
6 of (i) the amount required to guarantee the completion of the remaining portion of ~~p~~Public
7 ~~i~~Improvements and any other obligation imposed by the SMA, this Code or the ~~i~~Improvement
8 ~~a~~Agreement; or (ii) below 10 percent of the original amount of the security.

9 (4) The security shall be released when all of the following have occurred:

10 (i) One year has passed since the date of acceptance by the Board of
11 Supervisors, or one year has passed since the date that all deficiencies that the Director
12 identifies in the required ~~p~~Public ~~i~~Improvements have been corrected or waived in writing; and

13 (ii) If any claims identified in Subsection (d)(1)(ii) have been filed against the
14 City, all such claims have been satisfied or withdrawn, or otherwise secured.

15
16 APPROVED AS TO FORM:
17 DENNIS J. HERRERA, City Attorney

18 By:


19 John D. Malamut
20 Deputy City Attorney

LEGISLATIVE DIGEST

[Candlestick Point/Hunters Point Shipyard – Subdivision Code.]

Ordinance amending the Hunters Point Shipyard Subdivision Code to rename the Code's Division 3 title and make various amendments pertaining to the subdivision process in Phase 2 of the Hunters Point Shipyard Redevelopment Plan and Zone 1 of the Bayview Hunters Point Redevelopment Project Area, including the establishment of a procedure for reviewing and filing vesting tentative transfer maps; and making environmental findings.

Existing Law

The San Francisco Subdivision Code regulates the process for submission, review, and approval of subdivisions under the California Subdivision Map Act (California Government Code Sections 66410 et seq.)

Amendments to Current Law

This legislation would rename the Hunters Point Shipyard Subdivision Code to the Candlestick Point/Hunters Point Shipyard Subdivision Code and expand the Code to govern the subdivision process for development in accordance with the Hunters Point Shipyard Redevelopment Plan and a portion of the Bayview Hunters Point Redevelopment Plan. The new area to which the Code would apply is referred to as the Candlestick Point/Hunters Point Shipyard (CP/HPS) Subdivision Area, which covers Phase 2 of the Hunters Point Shipyard Redevelopment Project Area and Zone 1 of the Bayview Hunters Point Redevelopment Project Area. Similar to the Subdivision Code established for the Mission Bay Redevelopment Plans, this Code is tailored to a specific regulatory framework for the submission, review, and approval of subdivisions and the associated public infrastructure for property within the Hunters Point Shipyard Redevelopment Project Area and portions of the Bayview Hunters Point Redevelopment Project Area. This legislation also specifically identifies those provisions that would apply to the CP/HPS Subdivision Area, including the establishment of a procedure for filing and review of vesting tentative transfer maps. This Ordinance also would adopt environmental findings.