

File No. 111004 Committee Item No. 1
 Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date September 19, 2011

Board of Supervisors Meeting Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memorandum of Understanding |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Project Map |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Public Utilities Commission Resolution No. 11-0139 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Recreation and Park Commission Resolution No. 1108-011 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | General Plan Referral |
| * <input checked="" type="checkbox"/> | <input type="checkbox"/> | Environmental Review Determination |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Mitigated Negative Declaration |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |

Completed by: Alisa Miller Date September 16, 2011
 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 [Jurisdictional Transfer of City Property - 17th Street and Folsom Street]

2
3 **Resolution 1) approving the jurisdictional transfer of portions of Assessor's Block No.**
4 **3571, Lot No. 018, of the City and County of San Francisco, all currently under the**
5 **jurisdiction of the San Francisco Public Utilities Commission, partially to the Mayor's**
6 **Office of Housing as to 29,075 square feet, and partially to the Recreation and Park**
7 **Department as to 31,578 square feet; (2) approving the transfer price of \$4,000,000 from**
8 **the Mayor's Office of Housing to San Francisco Public Utilities Commission and of**
9 **\$2,271,850 from the Recreation and Park Department to San Francisco Public Utilities**
10 **Commission; (3) adopting findings, including environmental findings, General Plan**
11 **findings, and Planning Code Section 101.1 findings; and (4) authorizing other actions in**
12 **furtherance of this Resolution.**

13
14 WHEREAS, The City and County of San Francisco (City) owns certain real property
15 located on the North side of 17th Street, bounded on the east and west by Folsom Street and
16 Shotwell Street, in San Francisco, California, and known as Assessor's Block Number 3571,
17 Lot 018, which is under the jurisdiction of the SFPUC, as depicted on a map (Project Map) on
18 file with the Clerk of the Board of Supervisors in File No. 111004 and incorporated herein by
19 reference (City Property); and

20 WHEREAS, The SFPUC has declared all but the southwestern most 272.25 square
21 feet (a square of 16.5' on all sides) of the City Property surplus to the needs of the SFPUC;
22 and

23 WHEREAS, MOH wishes to acquire jurisdiction as noted on the Project Map over a
24 portion of the City Property (MOH Parcel) to explore a possible project in conformance with
25 Administrative Code Section 23. No project has yet been designed, planned or proposed for

1 the MOH Parcel., Accordingly, the Board finds that, at such time any such project is proposed
2 for the MOH Parcel, such project would be subject to review under the California
3 Environmental Quality Act, California Public Resources Code Sections 21000 et seq. (CEQA),
4 and the Guidelines for Implementation of CEQA, 14 California Code of Regulations Sections
5 15000 et seq. (CEQA Guidelines), and Chapter 31 of the San Francisco Administrative Code,
6 as well as all other applicable laws and regulations; and

7 WHEREAS, City, including MOH with respect to the MOH Parcel, retains absolute
8 discretion to; (a) require modifications in any such MOH project to mitigate significant adverse
9 environmental impacts; (b) select feasible alternatives that avoid significant adverse impacts;
10 (c) require the implementation of specific measures to mitigate any significant adverse
11 environmental impact; (d) reject all or part of any such MOH project as proposed if its
12 economic and social benefits do not outweigh otherwise unavoidable significant adverse
13 impacts; or (e) approve any such MOH project upon a finding that its economic and social
14 benefits outweigh otherwise unavoidable significant adverse environmental impacts; and

15 WHEREAS, RPD wishes to acquire jurisdiction as noted on the Project Map over a
16 portion of the City Property (RPD Parcel) to develop a neighborhood park and, as such, RPD
17 has planned, designed, and proposed a project for the RPD Parcel (Park Project). The
18 proposed Park Project was reviewed under CEQA, the CEQA Guidelines, and Chapter 31 of
19 the Administrative Code, and a Community Plan Exemption with a Final Mitigated Negative
20 Declaration (FMND) was finalized on April 15, 2011. The Board finds that insofar as this
21 Resolution contemplates any direct or indirect physical changes in the environment, including
22 the proposed Park Project, it is within the scope of and consistent with the FMND and that
23 there are no changes in circumstances, no changes proposed to the proposed Park Project
24 and no new mitigation measures proposed that would require additional environmental review;
25 and

1 WHEREAS, The Park Project addresses a High Needs Area, the Mission District, of
2 the Recreation and Open Space Element of the General Plan; and

3 WHEREAS, In accordance with the provisions of Section 23.14 of the San Francisco
4 Administrative Code, the Director of Property has determined and reported to the Mayor that
5 the estimated fair market value of the MOH Parcel and RPD Parcel combined is Six Million
6 Two Hundred Seventy One Thousand Eight Hundred Fifty Dollars (\$6,271,850), the fair
7 market value of the MOH Parcel and RPD Parcel combined exceeds its historical cost, and in
8 his opinion, the MOH Parcel and RPD Parcel can each be used more advantageously by
9 MOH and RPD respectively; and

10 WHEREAS, in order to implement the jurisdictional transfers, MOH, RPD and SFPUC
11 have negotiated and executed a Memorandum of Understanding, a copy of which is on file
12 with the Clerk of the Board of Supervisors in File No. 111004 and is incorporated herein by
13 reference (MOU); and

14 WHEREAS, The payment due SFPUC from RPD for the RPD Parcel shall be pursuant
15 to funding available from the Eastern Neighborhood Plan Area Impact Fees - Open Space
16 Sub-Fund (EN Fund) allocated by the Eastern Neighborhood Citizens Advisory Committee on
17 January 10, 2011, or if due to unforeseen circumstances, the EN Fund is insufficient to cover
18 the full amount owed SFPUC within the time allotted under the MOU, the remainder of the
19 RPD payment owed SFPUC shall be paid in full on such date owed using RPD Open Space
20 Acquisition Funds; and

21 WHEREAS, In a letter to the Director of Property dated September 13, 2011, the City's
22 Planning Department found that the jurisdictional transfers of the City Property to MOH and
23 RPD were all consistent with the City's General Plan and with Planning Code Section 101.1
24 (b). A copy of such letter is on file with the Clerk of the Board of Supervisors in File No.
25 111004 and is incorporated herein by reference. The Board of Supervisors finds that the

1 actions contemplated in this Resolution are consistent with the City's General Plan and with
2 Planning Code Section 101.1 (b) for the reasons set forth in said letter; and

3 WHEREAS, The execution of the MOU and the jurisdictional transfer contemplated
4 herein was approved by SFPUC's Commission on September 13, 2011, through Resolution
5 No. 11-0139, and by RPD's Commission on August 18, 2011, through Resolution No. 1108-
6 011, copies of both Resolutions are on file with the Clerk of the Board of Supervisors in File
7 No. 111004 and incorporated herein by reference ; and

8 WHEREAS, In adopting the SFPUC and RPD Commission Resolutions, both SFPUC,
9 and RPD, in accordance with CEQA, adopted the Environmental Findings as its own and
10 adopted additional overriding benefits associated with the actions contemplated in the MOU;
11 and

12 WHEREAS, In accordance with the recommendation of the General Manager of the
13 SFPUC, the General Manager of the RPD, the Director of MOH, and the Director of Property,
14 the Board of Supervisors hereby declares that the public interest or necessity will not be
15 inconvenienced by the jurisdictional transfer of the City Property; now, therefore, be it


16 RESOLVED, That the Board of Supervisors hereby adopt the Community Plan
17 Exemption, FMND, and the associated Mitigation Monitoring and Reporting Program (MMRP)
18 for the proposed Park Project; and be it

19 FURTHER RESOLVED, The Board of Supervisors hereby authorizes and directs the
20 Director of Property to transfer jurisdiction of the City Property to MOH (for the MOH Parcel)
21 and RPD (for the RPD Parcel), consistent with the terms and conditions of the MOU; and be it

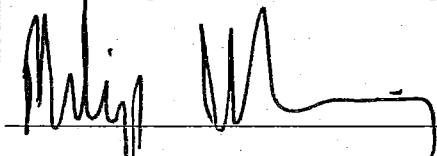
22 FURTHER RESOLVED, That the jurisdictional transfer and payments made subject to
23 the terms and conditions of the MOU are deemed to be in conformance with Chapter 23A of
24 the San Francisco Administrative Code, the Surplus Property Ordinance, given the MOH
25 Project will consider affordable housing as an option; and be it

1 FURTHER RESOLVED, That the Mayor, the Clerk of the Board of Supervisors, the
2 Director of Property, the General Manager of the SFPUC, the General Manager of the RPD
3 and the Director of MOH are each authorized and directed to enter into any and all documents
4 and take any and all actions which such party, in consultation with the City Attorney,
5 determines are in the best interest of the City, do not materially increase the obligations of the
6 City or materially decrease the benefits to the City, are necessary or advisable to
7 consummate the performance of the purposes and intent of this Resolution, and comply with
8 all applicable laws, including the City's Charter, including but not limited to the MOU and any
9 modifications or amendments thereto.

10 RECOMMENDED:

11 

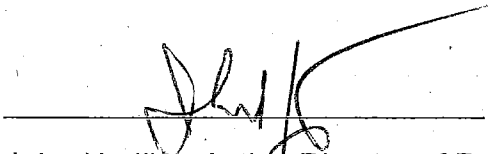
12 Ed Harrington, General Manager, SFPUC

13 

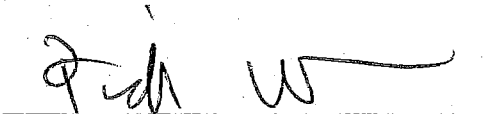
14 Philip A. Ginsburg, General Manager, Recreation and Parks Department

15 

16 Olson Lee, Acting Director, Mayor's Office of Housing

17 

18 John Updike, Acting Director of Real Estate

19 

20 Edwin M. Lee, Mayor

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "**MOU**"), dated as of _____, 2011 (the "**Agreement Date**"), is by and among the City and County of San Francisco Recreation and Park Department ("**RPD**"), the City and County of San Francisco Mayor's Office of Housing ("**MOH**"), and City and County of San Francisco Public Utilities Commission ("**PUC**").

RECITALS

- A. The City and County of San Francisco ("**City**") owns that certain property (the "**Site**") depicted in the attached Exhibit A (the "**Project Map**").
- B. PUC obtained jurisdiction over the Site in exchange for transferring certain property known as the South Basin of the Balboa Reservoir pursuant to an Exchange Agreement between the San Francisco Community College District and PUC, approved by the Board of Supervisors by Ordinance No. 371-91.
- C. Pursuant to Charter Section 8B.121 PUC has exclusive charge of real assets under the Commission's jurisdiction. The PUC, by Resolution No. _____, adopted on _____, 2011, determined that, except for that certain 16'-6" by 16'-6" portion located on Southwest corner of the Site as shown on the Project Map (the "**Pump Station Site**"), the Site has never been used for utility purposes and is surplus to the needs of any utility under its jurisdiction, and the PUC wishes to transfer jurisdiction of the Site, excluding the Pump Station Site, in exchange for fair market value, as required by applicable law, subject to Board of Supervisors approval of a jurisdictional transfer consistent with this MOU. Fair market value was established based on the appraised value for the Site set forth in the appraisal prepared by Clifford Associates dated December 1, 2008 and approved by the Director of DRE (the "**Appraisal**"), in the total amount of \$6.3 million dollars.
- D. MOH wishes to acquire jurisdiction over a portion of the Site (the "**MOH Site**") to explore possible projects for the MOH Site. No project has yet been designed, planned, or proposed for the MOH Site.
- E. RPD wishes to acquire jurisdiction over a portion of the Site (the "**Park Site**") in order to develop a neighborhood park (the "**Park Project**"), as authorized by the Recreation and Park Commission Resolution No. _____, adopted on August ____, 2011. RPD intends to develop the Park Site in accordance with RPD standards and procedures and to further RPD's mission to provide enriching recreational activities, maintain beautiful parks and preserve the environment for the well-being of our diverse community. To that end, RPD has designed and planned a proposed project for the Park Site and submitted the proposed Park Site project for environmental review under the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.* (CEQA). A Community Plan Exemption and a Final Mitigated Negative Declaration (FMND) were published for the proposed Park Site project on January 24, 2011.
- F. PUC, MOH and RPD have agreed on the configuration of the Pump Station Site, MOH Site and the Park Site, as more specifically depicted on the attached Project Map. Upon completion of the jurisdictional transfer consistent with the configuration shown on the Project Map, the parties desire to record a lot line adjustment for the Site to establish the MOH Site as a

separate legal parcel, as more specifically depicted on the attached Exhibit B (the "**Parcel Map**").

G. The parties wish to enter into this MOU to set forth their agreement with regards to this proposed jurisdictional transfer.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Lot Line Adjustment. Within thirty (30) days after the Closing (as defined herein), PUC, RPD and MOH agree to direct the City's Administrative Services Department, Real Estate Division ("**DRE**") to record the attached Parcel Map to effectuate the lot line adjustment of the Site. The Park Site and Pump Station Site shall remain one legal parcel, shown as "Parcel A" on the attached Parcel Map, and the MOH Site shall be a separate legal parcel, shown as "Parcel B" on the attached Parcel Map.
3. Transfer of Park Site. If the conditions set forth in Section 12 of this MOU are timely satisfied and the jurisdictional transfer is duly approved, PUC shall transfer to RPD the Park Site by submitting to DRE all necessary materials to enable DRE to effect the jurisdictional transfer of the Park Site to RPD. The transfer of the Park Site shall occur on the Closing Date. Any costs charged by DRE and the City Attorney's Office to effect the transfer of the Park Site shall be considered project costs of the Park Project.
4. RPD Transfer Price; Payments for Park Site. In consideration of the jurisdictional transfer of the Park Site, RPD shall pay PUC an amount (the "**RPD Transfer Price**") equal to Two Million Two Hundred Seventy One Thousand Eight Hundred Fifty Dollars (\$2,271,850). The RPD Transfer Price for the Park Site is established based on the appraised value for the Site set forth in the appraisal prepared by Clifford Associates dated December 1, 2008 and approved by the Director of DRE (the "Appraisal"), as allocated between Parcel A and Parcel B, less \$28,150 for the value of the Pump Station Site, a portion of Parcel A, which will remain under PUC's jurisdiction.

RPD shall pay PUC the RPD Transfer Price over a period of five (5) years from the Closing Date (as defined herein) using Eastern Neighborhood Plan Area Impact Fees – Open Space Sub-Fund (the "EN Fund") allocated by the Eastern Neighborhood Citizens Advisory Committee on January 10, 2011. PUC hereby acknowledges and agrees that RPD shall have no obligation to pay any portion of the RPD Transfer Price during such five year period unless and until funds from the EN Fund are made available and appropriated by the Mayor and Board of Supervisors to RPD to make such payment. By June 30th of each year during the payment period, RPD shall pay to PUC the full amount of the EN Fund funds made available to RPD at that time, if any. RPD shall use best efforts to obtain funds from the EN Fund for this purpose in a timely manner. If, due to unforeseen circumstances, the EN Fund is insufficient to cover the full amount of the RPD Transfer Price within five (5) years of the Closing Date, the remainder of the RPD Transfer Price yet to be paid shall be paid in full on such date using RPD Open Space Acquisition Funds. In no event shall the RPD Transfer Price be paid prior to the appropriation of

funding or the approval of the jurisdictional transfer and the RPD Transfer Price by the Board of Supervisors and the Mayor.

5. Transfer of MOH Site. If the conditions set forth in Section 11 of this MOU are timely satisfied and the jurisdictional transfer is approved, PUC shall transfer to MOH the MOH Site by submitting to DRE all necessary materials to enable DRE to effect the jurisdictional transfer of the MOH Site to MOH. The transfer of the MOH Site shall occur on the Closing Date. Any costs charged by DRE and the City Attorney's Office to effect the transfer of the MOH Site shall be considered project costs of any project that is developed on the MOH Site.

6. MOH Transfer Price; Payments for MOH Site. In consideration of the jurisdictional transfer of the MOH Site, MOH shall pay PUC an amount (the "**MOH Transfer Price**") equal to Four Million Dollars (\$4,000,000). The MOH Transfer Price is established based on the appraised value for the Site set forth in the Appraisal, as allocated between Parcel A and Parcel B.

MOH shall pay PUC the MOH Transfer Price as follows: (i) \$1,500,000 at the Closing; and (ii) \$2,500,000 on any date during the City's 2012-13 fiscal year. In no event shall the MOH Transfer Price be paid prior to the approval of the jurisdictional transfer and the MOH Transfer Price by the Board of Supervisors and the Mayor. MOH shall direct the City's Controller to encumber MOH funds in an amount equal to the first allocation of the MOH Transfer Price once final approval by the Mayor and Board of Supervisors has been granted for the jurisdictional transfer of the MOH Site from PUC to MOH.

In no event shall the MOH Transfer Price and RPD Transfer Price combined exceed the Fair Market Value of the Site, which was determined to be \$6,300,000 pursuant to the Appraisal.

7. Remediation. RPD or MOH will notify PUC at least ninety (90) days prior to advertisement of construction bid documents for construction on the Park Site or the MOH Site, respectively, and PUC shall submit to the Board of Supervisors for approval, either in the Annual Appropriation Ordinance or a supplemental appropriation ordinance, a request to appropriate a total of \$1,200,000 of PUC funds to be used as set forth herein (the "Remediation Funds"). PUC will make available \$600,000 of the Remediation Funds by Work Order for MOH (the "MOH Remediation Account") and \$600,000 by Work Order for RPD (the "RPD Remediation Account") for use by MOH and RPD for agreed upon costs actually incurred for Remediation Activities (as defined below) with supporting documentation for costs incurred provided to PUC. MOH and RPD shall each be responsible only for the remediation costs associated with their respective portion of the Site. Any remediation costs for Remediation Activities on the MOH Site over and above the amount of the Remediation Funds in the MOH Remediation Account shall be borne solely by MOH. Any remediation costs for Remediation Activities on the Park Site over and above the amount of the Remediation Funds in the RPD Remediation Account shall be borne solely by RPD. For purposes of this MOU, the following terms shall have the meanings set forth below:

(a) "Remediation Activities" shall be limited to activities required to Remediate the soil at the Site because of contamination with Hazardous Material required to comply with Environmental Laws as necessary to make the MOH Site and Park Site, respectively, suitable for their intended uses as determined at the time of construction.

(b) "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

(c) "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health, welfare or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Sections 9601 et seq.) or pursuant to Section 25316 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

(d) "Remediate" shall mean the undertaking of activities to remove, contain, treat, stabilize, or otherwise control such Hazardous Material, and to replace soil removed as a result of remediation.

8. RPD Rights Over a Portion of the MOH Site. Upon recordation of the new parcel map in accordance with Section 2 above, MOH shall record a notice of special restrictions against the MOH Site (the "NSR") regarding the 10 foot strip of property on the MOH Site identified on the Project Map (the "Restricted Area"). The NSR shall, at a minimum, establish that no improvements will be allowed to be constructed in the Restricted Area (except as permitted below), thus reserving the Restricted Area for light and air access for the benefit of the Park Site. Notwithstanding the foregoing, MOH hereby agrees that RPD shall have the right to enter and use the Restricted Area at all times and in perpetuity for the purposes of: (i) landscaping and maintaining the Restricted Area for park use, (ii) constructing improvements related to the park use, and (iii) use as public park space, managed by RPD; provided that the City Department of Building Inspection, the City Planning Department, and the City Fire Department each provide MOH with written confirmation that such use and/or improvements would comply with all City code requirements. Notwithstanding the foregoing, RPD shall not be allowed to construct any structures in the Restricted Area that would obstruct City Fire Department's access to openings (such as windows) of any building located on the MOH Site. In the event that MOH transfers ownership of the MOH Site to a third party at any time, MOH agrees to cooperate with RPD to amend the NSR or execute and record a new instrument that will establish RPD's rights over the Restricted Area in perpetuity.

9. Closing; General Plan Referral. No later than thirty (30) days after the date the jurisdictional transfer contemplated herein have been approved by the City's Board of Supervisors and Mayor, or a later date mutually agreed upon by PUC, RPD and MOH (the "Closing Date"), and subject to the conditions set forth herein, the following shall occur: (i) DRE shall memorialize the jurisdictional transfer of the MOH Site and Park Site in the City's real estate records; (ii) MOH shall pay to PUC the MOH Transfer Price, to the extent required under Section 6 above; and (iii) RPD shall pay to PUC the PUC Transfer Price, to the extent required under Section 4 above (collectively, the "Closing"). RPD and MOH hereby acknowledge the need to obtain a general plan referral for the transactions contemplated for the Closing, and agree that they shall cooperate in good faith to obtain such referral and that RPD shall pay fifty two percent (52%) and MOH shall pay forty eight percent (48%) of the total fee charged for such

referral by the City's Planning Department.

10. Interim Use of the Site after Closing. The current use of the Site is a paid surface parking lot, pursuant to a month to month lease (the "Parking Lease") with the University of California (the "Lessee"). PUC agrees that upon Closing, PUC's rights with respect to receiving payments under the Parking Lease shall terminate. PUC shall provide written notice to the Lessee within five (5) days after the Closing occurs directing the Lessee to make all payments and to provide all future notices required under the Parking Lease to DRE. RPD and MOH hereby agree that the current use shall remain until such time RPD and/or MOH are ready to develop their respective parcels. RPD and MOH shall split all payments received from DRE based on its proportional share of the square footage of the overall Site. RPD and MOH shall request DRE's assistance with any negotiations with Lessee necessary to continue the Parking Lease until such time as RPD and/or MOH desire to terminate the Parking Lease. RPD and MOH shall each pay fifty percent (50%) of any funds requested by DRE in connection with such work. RPD and MOH shall cooperate in good faith with respect to any Parking Lease negotiations, but shall each retain sole discretion as to its respective decision regarding whether and when to terminate the Parking Lease with respect to its portion of the Site.

11. Conditions to Sale of the MOH Site. Notwithstanding anything to the contrary contained herein, MOH shall have no obligation to purchase the MOH Site unless each of the following conditions are satisfied prior to the Closing:

(a) PUC shall have maintained the Site in substantially the same condition it is currently in as of the Agreement Date and PUC shall not, without first obtaining MOH's prior written approval, have taken any of the following actions: (i) construct any improvements on the Site, (ii) encumber, lien, transfer, grant, lease or license all or any part of the Site, or enter into any contract affecting the Site, except for contracts that are terminable on thirty days notice or less, or (iii) cause or authorize any use of the Site different from the use of the Site as of the Agreement Date.

(b) review and approval of the jurisdictional transfer of the MOH Site, the MOU and the MOH Transfer Price by RPD's Commission, PUC's Commission and the City's Board of Supervisors and Mayor, each in their respective sole discretion.

12. Conditions to Sale of the Park Site. Notwithstanding anything to the contrary contained herein, RPD shall have no obligation to purchase the Park Site unless each of the following conditions are satisfied prior to the Closing:

(a) PUC shall have maintained the Site in substantially the same condition it is currently in as of the Agreement Date and PUC shall not, without first obtaining RPD's prior written approval, have taken any of the following actions: (i) construct any improvements on the Site, (ii) encumber, lien, transfer, grant, lease or license all or any part of the Site, or enter into any contract affecting the Site, except for contracts that are terminable on thirty days notice or less, or (iii) cause or authorize any use of the Site different from the use of the Site as of the Agreement Date.

(b) review and approval of the jurisdictional transfer of the Park Site, the MOU and the Park Transfer Price by RPD's Commission, PUC's Commission and the City's Board of Supervisors and Mayor, each in their respective sole discretion.

(c) approval by the Board of Supervisors and Mayor of the annual appropriation of the EN Fund for RPD payments for the Park Site.

13. Closing of Ground Water Monitoring Wells; Possible Relocation of Pump Control Station.

(a) At its sole expense, PUC shall close the three ground water monitoring wells located on the Site, subject to obtaining authorization from the requisite regulatory agency(s). PUC shall coordinate and cooperate with RPD and MOH to determine mutually agreed upon methods and timing for closing of the wells on their respective sites. In any event, PUC shall close the wells on the MOH Site and/or Park Site no later than the date construction of any project commences on such site.

(b) RPD and MOH acknowledge that there is an existing pump control station currently located on the Pump Station Site, and that because it is in active use and therefore not surplus property, PUC shall retain jurisdiction over the Pump Station Site. PUC and RPD shall coordinate and cooperate to identify potential alternative locations for the pump control station that would better serve the design for the Park Project, either elsewhere on the Park Site or, if feasible, on the public right-of-way adjacent to the Park Site, provided that the function, operation and maintenance of the pump station control facility is comparable to the current location. In the event that an alternative location is identified, either on-Site or off-Site, and agreed upon by PUC and RPD, PUC and RPD shall negotiate in good faith to determine which party will be responsible for the cost of relocating the pump control station. Upon mutual agreement between PUC and RPD as to the cost and location of any relocation of the pump control station, PUC and RPD will each seek any required approvals for the terms of the agreement and jurisdictional transfer as necessary to authorize DRE to update the City records to reflect PUC's jurisdiction over the new location of the Pump Control Site and RPD's jurisdiction over the existing Pump Control Site. RPD hereby acknowledges and agrees to allow PUC all necessary access for ingress and egress from and to the pump control station regardless of its location on the Park Site. If the pump station control facility is relocated within the Park Site, RPD will transfer jurisdiction over the new pump control station site including any area necessary for infrastructure connections and access for ingress and egress from and to the pump control station.

14. Approval Contingency. This MOU shall only be effective as of the date that all of the following conditions are met: (i) all parties hereto shall have executed this MOU; (ii) PUC's Commission, acting in its sole discretion, approves of this MOU and declares the Site, excluding the Pump Station Site, surplus property, and (iii) RPD's Commission, acting in its sole discretion, approves of this MOU.

15. Notices. All notices, demand, consents or approvals which are or may be required to be given by either party to the other under this MOU shall be in writing and shall be deemed to have been fully given when delivered in person or two (2) business days' following deposited in the United States mail, postage prepaid, and addressed as follows:

If to PUC:

Public Utilities Commission
1155 Market Street, 11th Floor
San Francisco, CA 94103

Attn: Director
Fax No.: (415) 554-8793
Tel No.: (415) 554-3155

If to MOH: Mayor's Office of Housing
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Director
Fax No.: (415) 701-5501
Tel No.: (415) 701-5500

If to RPD: Recreation & Parks Department
510 Stanyan Street – McLaren Lodge Golden Gate Park
San Francisco, CA 94102
Attn: Philip Ginsburg, General Manager
Fax No.: (415) 831-2096
Tel No.: (415) 831-2701

If to DRE: Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Director of Property

or such other address that a party may from time to time designate by notice to the other parties given pursuant to the provisions of this Section.

16. Authority. All matters requiring MOH's approval shall be approved of by the Director of MOH or his or her designee. All matters requiring PUC's approval shall be approved of by the General Manager of PUC or his or her designee, and by the PUC Commission, if required. All matters requiring RPD's approval shall be approved of by the General Manager of RPD or his or her designee and the RPD Commission.

17. Identification and Application of Additional Funding Sources. MOH and RPD shall have the right to apply for any federal, state or local funds that may be available to pay for any costs incurred in developing the MOH Site and Park Site, respectively. PUC shall cooperate to provide any materials or documents held by PUC that are needed to submit such applications or to qualify for distribution of such federal, state or local funds. PUC, MOH and RPD will commit to necessary staff time to prepare applications or other documents necessary to obtain such additional federal and state or other funds.

18. Cooperation. Subject to the terms and conditions of this MOU, PUC, MOH and RPD staff shall use reasonable efforts to do, or cause to be done, all things reasonably necessary or advisable to carry out the purposes of this MOU as expeditiously as practicable, including, without limitation, performance of further acts and the execution and delivery of any additional documents in form and content reasonably satisfactory to all parties (subject to any necessary approvals). Notwithstanding anything to the contrary in this MOU, no party is in any way limiting its discretion or the discretion of any department, board or commission with jurisdiction over the actions described in this MOU. In addition to any conditions described in this MOU, the parties' obligations are expressly subject to the receipt of all legally required approvals

following any required environmental review.

19. CEQA Compliance.

(a) Park Site. As set forth in Recital F, RPD has planned, designed, and proposed a project for the Park Site. The proposed Park Site project was reviewed under CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code, and a Community Plan Exemption with a Final Mitigated Negative Declaration (the "FMND") was published on January 24, 2011. In agreeing to this MOU, the parties find that insofar as this MOU contemplates any direct or indirect physical changes in the environment, including the proposed Park Site project, it is within the scope of and consistent with the FMND. Accordingly, the parties hereby adopt the Community Plan Exemption, FMND, and the associated Mitigation Monitoring and Reporting Program (MMRP).

(b) MOH Site. As set forth in Recital G, MOH has not yet planned, designed or proposed a project for the MOH Site. Accordingly, all parties understand that, at such time any such project is proposed for the MOH Site, such project would be subject to review under CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code, as well as all other applicable laws and regulations, to the extent applicable. The City, including MOH, retains absolute discretion to: (a) require modifications in any such project to mitigate significant adverse environmental impacts; (b) select feasible alternatives that that avoid significant adverse impacts; (c) require the implementation of specific measures to mitigate any significant adverse environmental; (d) reject all or part of any such project as proposed if its economic and social benefits do not outweigh otherwise unavoidable significant adverse impacts of the project; or (e) approve any such project upon a finding that its economic and social benefits outweigh otherwise unavoidable significant adverse environmental impacts.

20. Miscellaneous. (a) This MOU may be amended or modified only by a writing signed by the Executive Director of PUC, or his or her designee, the Director of MOH, or his or her designee, and the Director of RPD, or his or her designee. (b) No waiver by any party of any of the provisions of this MOU shall be effective unless in writing and signed by an authorized representative, and only to the extent expressly provided in such written waiver. (c) This MOU (including all exhibits) contains the entire understanding between the parties as of the date of this MOU, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (d) Notwithstanding anything to the contrary set forth herein, no officer, director, or employee of PUC has the authority to bind PUC to any action contemplated herein unless and until its Commission and the Board of Supervisors or the Mayor, if necessary, approves thereof, and no officer, director or employee of MOH or RPD has the authority to bind MOH or RPD, as applicable, to any action contemplated herein unless and until the Board of Supervisors or the Mayor, as applicable, approves of such action. (e) All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the date first written above.

PUC:

PUBLIC UTILITIES COMMISSION

By: _____

Date: _____

MOH:

MAYOR'S OFFICE OF HOUSING

By: _____

Olson Lee, Director

Date: _____

RPD:

RECREATION AND PARK

By: _____

Philip Ginsburg, General Manager

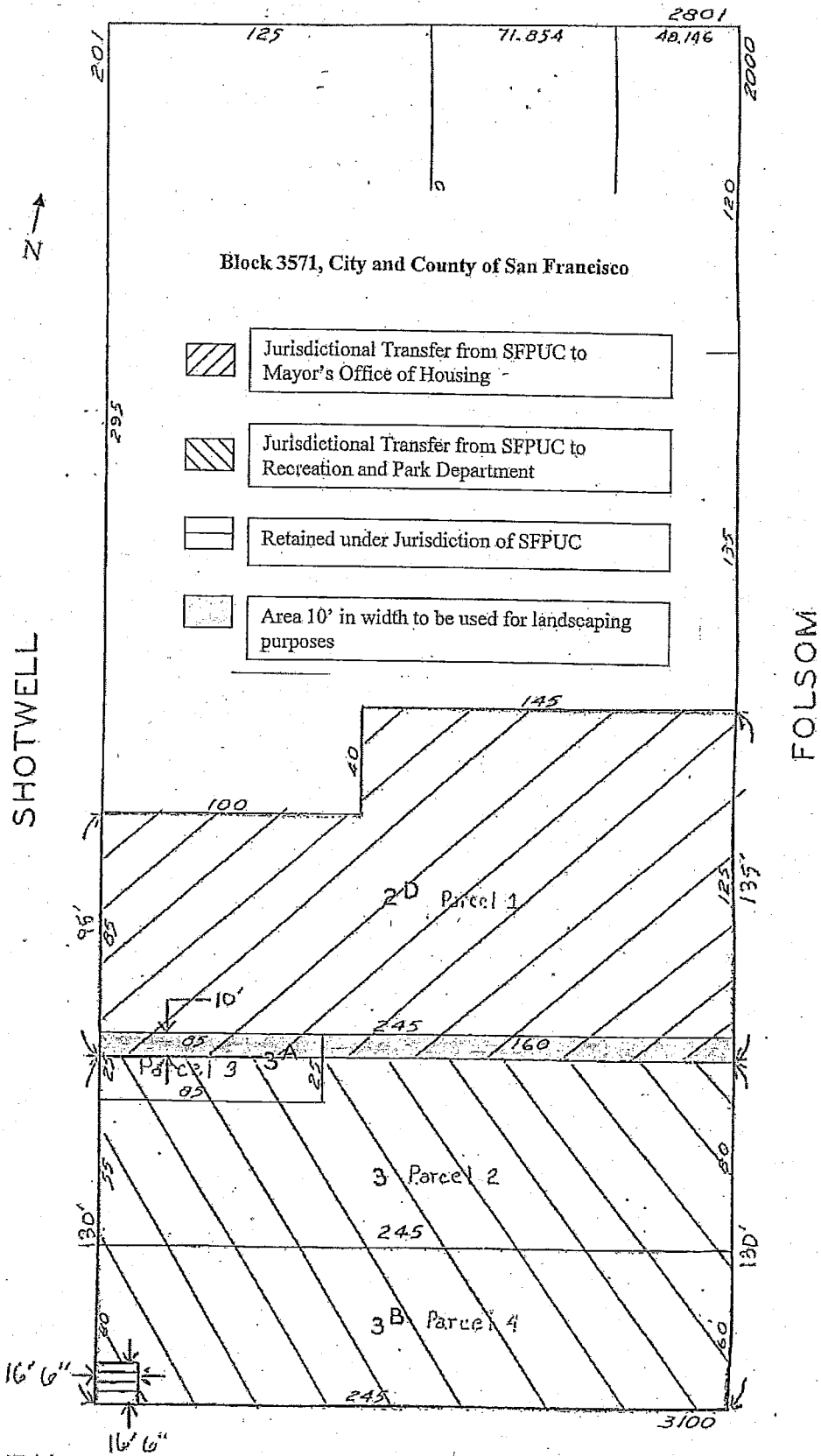
Date: _____

EXHIBIT A

PROJECT MAP

16 TH

EXHIBIT "A"



17 TH

EXHIBIT B

PARCEL MAP

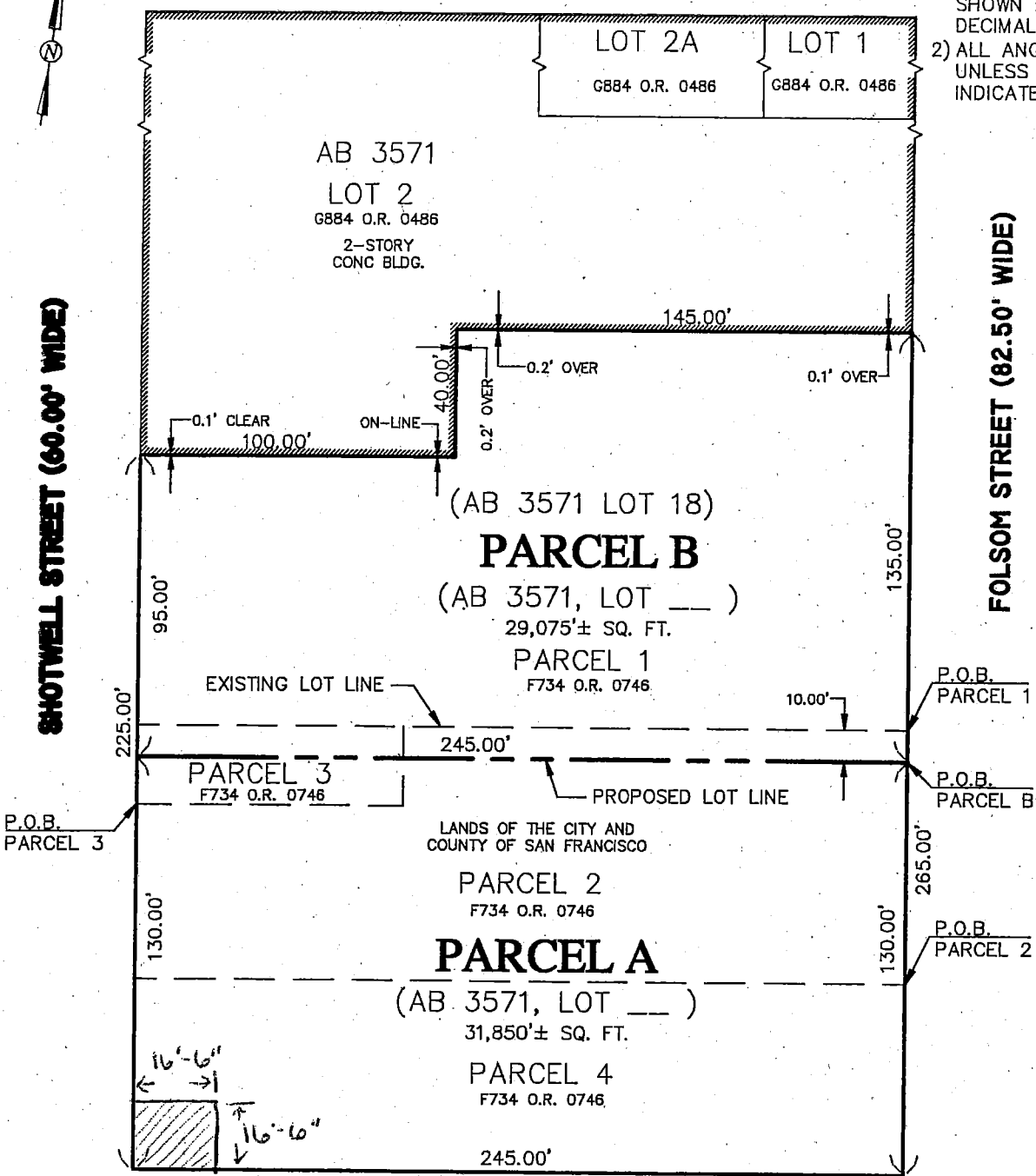
16TH STREET (80.00' WIDE)

NOTES

- 1) ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
- 2) ALL ANGLES ARE 90°, UNLESS OTHERWISE INDICATED.

SHOTWELL STREET (60.00' WIDE)

FOLSOM STREET (82.50' WIDE)



17TH STREET (64.00' WIDE)

LEGEND

- PROPOSED PROPERTY LINE (P)
- EXISTING PARCEL LINE(S) TO BE REMOVED
- AB ASSESSOR'S BLOCK
- P.O.B. POINT OF BEGINNING

SCALE: 1"=50'

EXHIBIT

PLAT TO ACCOMPANY LEGAL DESCRIPTIONS
 LOT LINE ADJUSTMENT
 OF THOSE CERTAIN LANDS DESCRIBED IN F734 O.R. 0746
 CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

Δ	BY	DATE	REVISIONS

PROJECT MAP

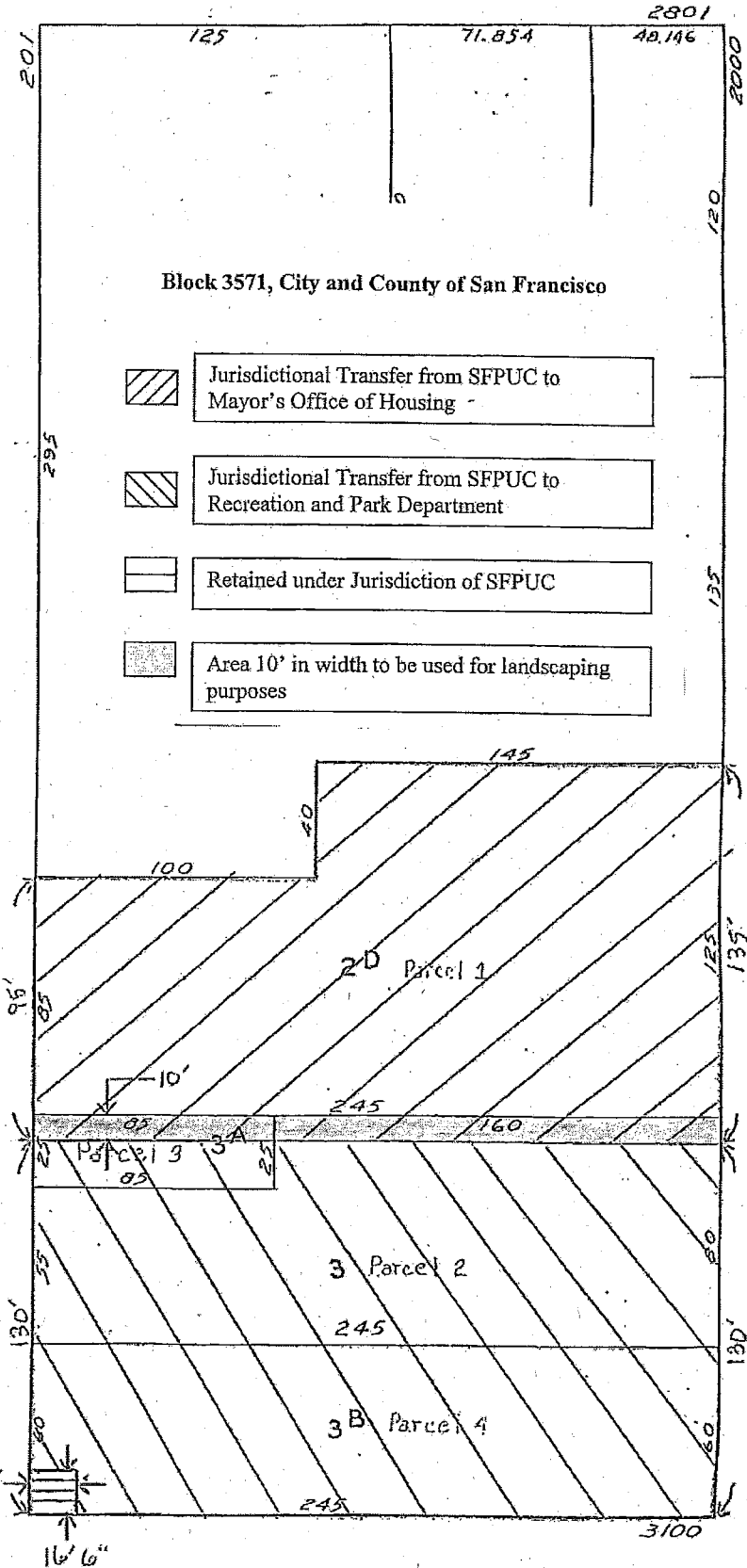
EXHIBIT "A"

16 TH



SHOTWELL

17 TH



FOLSOM

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 11-0139

WHEREAS, The City owns certain real property, comprised of a 60,920 square foot area within Assessors Block 3571, Lot 018, fronted by 17th Street between Folsom and Shotwell Streets, in San Francisco California, as shown on the Project Map on file with the Commission Secretary for this agenda item ("the Site"); and

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) obtained jurisdiction over the Site in an exchange with the San Francisco Community College District for Water Enterprise property in and around Balboa Reservoir, as approved by the Board of Supervisors by Ordinance No. 371-91; and

WHEREAS, Pursuant to Charter Section 8B.121, the SFPUC has exclusive charge over the use and control of all real assets under the Commission's jurisdiction. If the Commission determines that real property is surplus to the needs of any SFPUC utility, then the Commission may approve the transfer of control over the real property under the Commission's jurisdiction, subject to applicable law; and

WHEREAS, The SFPUC is using a certain 16'-6" by 16'-6" portion of the Site, as shown on the Project Map for a wastewater pump control station (the "Pump Station Site"), and thus the Pump Station Site is not surplus to the needs of an SFPUC utility. The remainder of the Site continues to be leased to the University of California, San Francisco, for use as a surface parking, under an agreement that the SFPUC assumed from City College upon acquiring jurisdiction in the 1992 exchange of property; and

WHEREAS, The General Manager recommends that the Commission declare that leased portion of the Site as surplus to the needs of any utility under Commission jurisdiction, subject to the terms of a Memorandum of Understanding by and between the SFPUC, the Recreation and Park Department ("RPD"), and the San Francisco Mayor's Office of Housing ("MOH"), in substantially the form of the MOU on file with the Commission Secretary (MOU), and subject to applicable law; and

WHEREAS, RPD wishes to acquire jurisdiction over a portion of the Site (the "Park Site") in order to develop a neighborhood park (the "Park Project"). RPD designed and planned a proposed project for the Park Site and submitted the proposed Park Project for environmental review under the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.* (CEQA). The Planning Department finalized a Community Plan Exemption and a Final Mitigated Negative Declaration (FMND) for the proposed Park Site project on April 15, 2011; and

WHEREAS, The Mayor's Office of Housing (MOH) wishes to acquire jurisdiction over a portion of the Site (the "MOH Site") to explore possible projects for the MOH Site. MOH has not yet planned, designed or proposed a project for the MOH Site. At such time any such project is proposed for the MOH Site, such project would be subject to review under CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code, as well as all other applicable laws and regulations, to the extent applicable. The City, including MOH, retains absolute discretion to: (a) require modifications in any such project to mitigate significant adverse environmental impacts; (b) select feasible alternatives that that avoid significant adverse impacts; (c) require the implementation of specific measures to mitigate any significant adverse environmental; (d) reject all or part of any such project as proposed if its economic and social benefits do not outweigh otherwise unavoidable significant adverse impacts of the project; or (e) approve any such project

upon a finding that its economic and social benefits outweigh otherwise unavoidable significant adverse environmental impacts; and

WHEREAS, The MOU provides that SFPUC, RPD and MOH will seek the Mayor's and the Board of Supervisors' approval of a jurisdictional transfer of the Park Site and the MOH Site, in exchange for fair market value as compensation to SFPUC for its real asset, as required by applicable law, and subject to the terms of the MOU. Fair market value was established based on the appraised value for the Site set forth in the appraisal prepared by Clifford Associates dated December 1, 2008 and approved by the Director of the Department of Real Estate (DRE), in the total amount of \$6.3 million dollars (the "Appraisal"); and

WHEREAS, In consideration of the jurisdictional transfer of the Park Site, RPD shall pay SFPUC an amount (the "RPD Transfer Price") equal to Two Million Two Hundred Seventy One Thousand Eight Hundred Fifty Dollars (\$2,271,850), based on the Appraisal, as allocated between Parcel A and Parcel B (as shown on the Project Map), less \$28,150 for the value of the Pump Station Site, a portion of Parcel A, which will remain under SFPUC's jurisdiction. RPD shall pay SFPUC the RPD Transfer Price over a period of five (5) years from the Closing Date (as defined in the MOU) using Eastern Neighborhood Plan Area Impact Fees – Open Space Sub-Fund (the "EN Fund") allocated by the Eastern Neighborhood Citizens Advisory Committee on January 10, 2011, or if, due to unforeseen circumstances, the EN Fund is insufficient to cover the full amount of the RPD Transfer Price within the five (5) year period, the remainder of the RPD Transfer Price yet to be paid shall be paid in full on such date using RPD Open Space Acquisition Funds; and

WHEREAS, In consideration of the jurisdictional transfer of the MOH Site, MOH shall pay SFPUC an amount (the "MOH Transfer Price") equal to Four Million Dollars (\$4,000,000). The MOH Transfer Price is established based on the appraised value for the Site set forth in the Appraisal, as allocated between Parcel A and Parcel B. MOH shall pay SFPUC the MOH Transfer Price as follows: (i) \$1,500,000 at the Closing Date; and (ii) \$2,500,000 on any date during the City's 2012-13 fiscal year; and

WHEREAS, The MOU provides that SFPUC shall seek an appropriation for a total not to exceed \$1,200,000 of SFPUC funds, of which up to \$600,000 may be used by RPD and up to \$600,000 by MOH, as a credit for reasonable costs actually incurred for any required Remediation Activities on the Site, as further provided in the MOU. At its sole expense, PUC shall close the three ground water monitoring wells located on the Site, subject to obtaining authorization from the requisite regulatory agency(s); and

WHEREAS, The current use of the Site is a paid surface parking lot, pursuant to a month to month lease with the University of California. SFPUC agrees that as of the Closing Date, PUC's rights with respect to receiving payments under the parking lease shall terminate. SFPUC shall provide written notice to the lessee within five (5) days after the Closing occurs directing the lessee to make all payments and to provide all future notices required under the parking lease to DRE. RPD and MOH hereby agree that the current use shall remain until such time RPD and/or MOH are ready to develop their respective parcels. RPD and MOH shall split all payments received from DRE based on its proportional share of the square footage of the overall Site; and

WHEREAS, As RPD continues to refine the Park design, SFPUC and RPD shall coordinate and cooperate to identify potential alternative locations for the pump control station that would better serve the design for the Park Project, either elsewhere on the Park Site or, if feasible, on the public right-of-way adjacent to the Park Site, provided that the function, operation and maintenance of the pump station control facility is comparable to the current location. The MOU provides that, if the SFPUC and RPD agree upon an alternative location, then the SFPUC and RPD shall negotiate in good faith to determine which party will be

responsible for the cost of relocating the pump control station. SFPUC and RPD would then seek any required approvals for the terms of the agreement and jurisdictional transfer as necessary to authorize DRE to update the City records to reflect SFPUC's jurisdiction over the new location of the Pump Control Site and RPD's jurisdiction over the existing Pump Control Site. SFPUC would be assured all necessary access for ingress and egress from and to the pump control station regardless of its location, and if the facility is relocated within the Park Site, RPD will transfer jurisdiction to SFPUC over the new pump control station site including any area necessary for infrastructure connections and access for ingress and egress from and to the pump control station; and

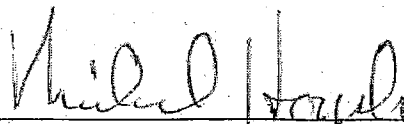
WHEREAS, On August 18, 2011, the Recreation and Park Commission adopted a Resolution adopting the Community Plan Exemption with a Final Mitigated Negative Declaration (the "FMND"), and the associated Mitigation Monitoring and Reporting Program (MMRP), and authorized the General Manager of RPD to enter into the MOU, to seek the Mayor's and Board of Supervisors' approval of the jurisdictional transfer of the Park Site, and to pay fair market value to the SFPUC for the Park Site. The Director of MOH possesses the requisite authority to enter into the MOU; now, therefore, be it

RESOLVED, The proposed Park Site project was reviewed under CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code, and a Community Plan Exemption with a Final Mitigated Negative Declaration (the "FMND") was published on April 15, 2011. This Commission has reviewed and considered the Community Plan Exemption and the FMND, finds that the Community Plan Exemption and FMND is adequate for its use as the decision-making body for the actions taken herein, and hereby adopts the Community Plan Exemption, FMND, and the associated MMRP. In agreeing to this MOU, the SFPUC finds that insofar as this MOU contemplates any direct or indirect physical changes in the environment, including the proposed Park Site project, it is within the scope of and consistent with the FMND; and be it

FURTHER RESOLVED, Pursuant to Charter Section 8.B121 (e), and based upon the recommendation of the General Manager, the Commission declares that the Park Site and the MOH Site, as shown on the Project Map, are surplus to the needs of any utility under the jurisdiction of the Commission, subject to the terms of the MOU and applicable law; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the General Manager of the San Francisco Public Utilities Commission (SFPUC) to execute a Memorandum of Understanding by and between the SFPUC and RPD and MOH, in substantially the form on file with the Commission Secretary for this agenda item, and to undertake the actions contemplated therein, including seeking the approval of the Mayor and Board of Supervisors for the jurisdictional transfer of the Park Site to RPD and the MOH Site to MOH in exchange for fair market value, and as provided in the MOU.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of _____ *September 13, 2011*



Secretary, Public Utilities Commission

RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution No. 1108-011

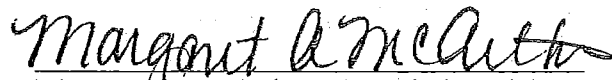
17TH AND FOLSOM PARK

Resolved, That this Commission does recommend that the Board of Supervisors approve an Agreement for the Interdepartmental Transfer of Real Property from the San Francisco Public Utilities Commission to the Recreation and Parks Department for the site known as "17th and Folsom" for up to \$2.3 Million to be paid for using Eastern Neighborhoods Area Plans Development Impact Fees.

Adopted by the following vote:

Ayes	4
Noes	0
Absent	3

I hereby certify that the foregoing resolution was adopted at the Special Meeting of the Recreation and Park Commission held on August 18, 2011.


Margaret A. McArthur, Commission Liaison



SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral

Date: September 13, 2011

Case No. Case No. 2009.1163R
17th and Folsom - Subdivide City-owned property,
Transfer Property and Construct Public Park

Block/Lot No.: Block 3571 Lot 018

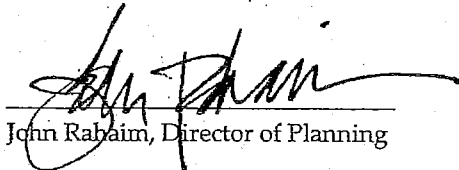
Project Sponsor: John Updike
Acting Director
City and County of San Francisco Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Applicant: Same as Above

Staff Contact: Sue Exline – (415) 558-6332
Susan.Exline@sfgov.org

Recommendation: Finding the project, on balance, in conformity with the General Plan.

**Recommended
By:**


John Rahaim, Director of Planning

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PROJECT DESCRIPTION

The Project calls for several actions related to a City-owned parcel (Lot 18 in Assessor's Block 3571). The 60,900 square foot property is under the jurisdiction of the Public Utilities Commission (PUC) and is used as a parking lot. The Project includes the following actions:

1. Subdividing the lot into two parcels, Parcel A and Parcel B. Parcel A, the southern parcel, would be approximately 31,850 square feet in size; Parcel B would be approximately 29,075 square feet in size. The parcels are shown in Attachment 1.
2. The PUC would transfer one lot (Parcel A) to Recreation and Parks Department and the other (Parcel B) to the Mayor's Office of Housing.
3. The Recreation and Park Department would construct a public park on the parcel that the Recreation and Parks Department would purchase.

Parcel B is not proposed for housing or other development at this time. Should development be proposed in the future, the Mayor's Office of Housing would be required to file for a separate General Plan Referral application and request any associated environmental review.

SITE DESCRIPTION AND PRESENT USE

The subject parcel is located on 17th Street between Folsom and Shotwell. The site is currently a parking lot leased to UCSF.

ENVIRONMENTAL REVIEW

The Environmental Planning Section of the Department determined that the subject Project was analyzed in the earlier actions, and that they are non-physical events, and are exempt from Environmental Review pursuant to Sec. 15060(c)(2) of CEQA Guidelines.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

The Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 as described in the body of this letter and is, on balance, **in-conformity** with the following Objectives and Policies of the General Plan:

Note: General Plan policies and objectives are in **bold** font. Staff discussion is in *italics*

RECREATION AND OPEN SPACE ELEMENT

POLICY 2.1

Provide an adequate total quantity and equitable distribution of public open spaces throughout the City.

POLICY 2.7

Acquire additional open space for public use.

POLICY 2.9

Maintain and expand the urban forest.

POLICY 2.12

Expand community garden opportunities throughout the City.

OBJECTIVE 4

PROVIDE OPPORTUNITIES FOR RECREATION AND THE ENJOYMENT OF OPEN SPACE IN EVERY SAN FRANCISCO NEIGHBORHOOD.

Policy 4.2:

Maximize joint use of other properties and facilities.

Policy 4.6:

Assure the provision of adequate public open space to serve new residential development.

Comment: The Project would build a public park which proposes a cutting edge design that meets environmental sustainability goals and serves the surrounding neighborhoods through active recreational space and informal, passive gathering spaces.

MISSION AREA PLAN

OBJECTIVE 2.1

ENSURE THAT A SIGNIFICANT PERCENTAGE OF NEW HOUSING CREATED IN THE MISSION IS AFFORDABLE TO PEOPLE WITH A WIDE RANGE OF INCOMES

POLICY 2.1.2

Provide land and funding for the construction of new housing affordable to very low- and low-income households.

POLICY 2.1.3

Provide units that are affordable to households at moderate and "middle incomes" – working households earning above traditional below-market rate thresholds but still well below what is needed to buy a market-priced home, with restrictions to ensure affordability continues.

OBJECTIVE 2.6

CONTINUE AND EXPAND THE CITY'S EFFORTS TO INCREASE PERMANENTLY AFFORDABLE HOUSING PRODUCTION AND AVAILABILITY

POLICY 2.6.1

Continue and strengthen innovative programs that help to make both rental and ownership housing more affordable and available.

POLICY 2.6.2

Explore housing policy changes at the citywide level that preserve and augment the stock of existing rental and ownership housing.

POLICY 2.6.3

Research and pursue innovative revenue sources for the construction of affordable housing, such as tax increment financing, or other dedicated City funds.

Comment: Parcel B would be transferred to the Mayor's Office of Housing. However, the site is not proposed for housing or other development at this time. Should development be proposed in the future, the Mayor's Office of Housing would be required to file for a separate General Plan Referral application and request any associated environmental review.

OBJECTIVE 5.1

PROVIDE PUBLIC PARKS AND OPEN SPACES THAT MEET THE NEEDS OF RESIDENTS, WORKERS AND VISITORS

POLICY 5.1.1

Identify opportunities to create new public parks and open spaces and provide at least one new public park or open space serving the Mission.

Comment: The Project would provide a site for a new park, and may provide a location for future affordable housing, meeting many of the policy goals of the Mission Area Plan.

URBAN DESIGN ELEMENT

OBJECTIVE 1:

EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

POLICY 1.6

Make centers of activity more prominent through design of street features and by other means.

POLICY 1.8

Increase the visibility of major destination areas and other points for orientation.

OBJECTIVE 4:

IMPROVEMENT OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT, PRIDE AND OPPORTUNITY.

POLICY 4.11

Make use of street space and other unused public areas for recreation, particularly in dense neighborhoods, such as those close to downtown, where land for traditional open spaces is more difficult to assemble.

POLICY 4.13

Improve pedestrian areas by providing human scale and interest.

Comment: The project would emphasize and reinforce the existing scale and character of the neighborhood through the implementation of the jurisdictional transfers, and property transfers that would encourage a number of proposed improvements to the pedestrian realm.

PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

Eight Priority Policies Findings

The subject project is found to be consistent with the Eight Priority Policies of Planning Code Section 101.1 in that:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced.

The Project would have no adverse effect on neighborhood serving retail uses or opportunities for employment in or ownership of such businesses.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhood.

The Project would have no adverse effect on the City's housing stock or on neighborhood character.

3. That the City's supply of affordable housing be preserved and enhanced.

The Project would have no adverse effect on the City's supply of affordable housing.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

The Project would not result in commuter traffic impeding MUNI's transit service, overburdening the streets or altering current neighborhood parking.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for residential employment and ownership in these sectors be enhanced.

The Project would not affect the existing economic base in this area.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The Project would not adversely affect achieving the greatest possible preparedness against injury and loss of life in an earthquake.

7. That landmarks and historic buildings be preserved.

The project does not involve any historic buildings.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

The project does not affect access to sunlight on our open spaces. It will protect and enhance the City's open space resources and would create a new public park.

RECOMMENDATION:

Finding the Project, on balance, in-conformity with the General Plan.

G:\Word\Gen Plan Referrals\2009.1163R 17th and Folsom subdïv_ transfer_park draft with ss comments.doc



SAN FRANCISCO PLANNING DEPARTMENT

Certificate of Determination EXEMPTION FROM ENVIRONMENTAL REVIEW

Case No.: 2009.1163E
 Project Title: 17th Street and Folsom Street Park
 Zoning: P, 50-X Height and Bulk District
 Block/Lot: 3571/018
 Lot Size: 60,925 square feet
 Plan Area: Mission Subarea of the Eastern Neighborhoods
 Project Sponsor: Dawn Kamalanathan, San Francisco Recreation and Park Department
 Staff Contact: Don Lewis – (415) 575-9095, don.lewis@sfgov.org

1650 Mission St.
 Suite 400
 San Francisco,
 CA 94103-2479

Reception:
 415.558.6378

Fax:
 415.558.6409

Planning
 Information:
 415.558.6377

PROJECT DESCRIPTION:

The project site is located on the north side of 17th Street between Folsom Street and Shotwell Street in the Mission neighborhood. The proposed project would subdivide the 60,925-square-foot parcel, which is currently a 219-space surface parking lot, and construct a 34,300-square-foot neighborhood park that would front on 17th Street, Folsom Street, and Shotwell Street. No structures, including restrooms, are proposed. Specific design features of the park would be defined through a community planning effort. The existing parking lot is currently owned by the San Francisco Public Utilities Commission (PUC) and is leased out to the University of California, San Francisco. Ownership would transfer from the PUC and the park would be owned and operated by the San Francisco Recreation and Park Department (RPD). The remaining 26,625 square feet of the lot would remain in its current use. The project site is located in the Eastern Neighborhoods Plan Area.

EXEMPT STATUS:

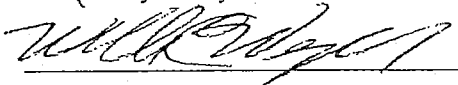
Exempt per Section 15183 of the California Environmental Quality Act (CEQA) Guidelines and California Public Resources Code Section 21083.3

REMARKS:

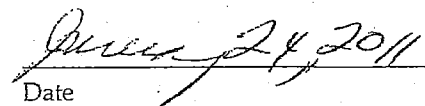
(See next page.)

DETERMINATION:

I do hereby certify that the above determination has been made pursuant to State and Local requirements.



BILL WYCKO
 Environmental Review Officer



Date

cc: Karin Edwards, Recreation and Park
 Exemption/Exclusion File

Supervisor David Campos, District 9
 Vima Byrd, M.D.E.



SAN FRANCISCO PLANNING DEPARTMENT

Mitigated Negative Declaration

Date: April 15, 2011
Case No.: 2009.1163E
Project Title: 17th Street and Folsom Street Park
Zoning: P, 50-X Height and Bulk District
Block/Lot: 3571/018
Lot Size: 60,925 square feet
Project Sponsor: Dawn Kamalanathan, San Francisco Recreation and Park Department
 (415) 831-2743
Staff Contact: Don Lewis – (415) 575-9095
don.lewis@sfgov.org

1650 Mission St.
 Suite 400
 San Francisco,
 CA 94103-2479

Reception:
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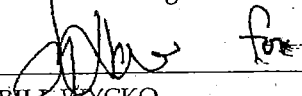
PROJECT DESCRIPTION:

The project site is located on the northwest corner of 17th Street and Folsom Street in the Mission neighborhood. The proposed project would subdivide the 60,925-square-foot parcel, which is currently a 219-space surface parking lot, and construct a 34,300-square-foot neighborhood park that would front on 17th Street, Folsom Street, and Shotwell Street. No structures, including restrooms, are proposed. Specific design features of the park would be defined through a community planning effort. The existing parking lot is owned by the San Francisco Public Utilities Commission (PUC) and is leased out to the University of California, San Francisco. Ownership would transfer from the PUC and the park would be owned and operated by the San Francisco Recreation and Park Department (RPD). The remaining 26,625 square feet of the lot would remain in its current use. The project site is located in the Eastern Neighborhoods Plan Area.

FINDING:

This project could not have a significant effect on the environment. This finding is based upon the criteria of the Guidelines of the State Secretary for Resources, Sections 15064 (Determining Significant Effect), 15065 (Mandatory Findings of Significance), and 15070 (Decision to prepare a Negative Declaration), and the following reasons as documented in the Initial Evaluation (Initial Study) for the project, which is attached.

In the independent judgment of the Planning Department, there is no substantial evidence that the project could have a significant effect on the environment.



 BILL WYCKO
 Environmental Review Officer

4-15-11

 Date of Adoption of Final Mitigated
 Negative Declaration

cc: Dawn Kamalanathan, Project Sponsor; Supervisor David Campos, District 9; Sue Exline, Citywide Division;
 Virna Byrd, M.D.F.

