

1 [Disapproving decision of Planning Commission, conditional use appeal, 1101 O'Farrell St.]

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3 **Motion disapproving decision of the Planning Commission by its Motion No. 16234,**  
4 **approving Conditional use Application No. 2000.961C, on property located at 1101**  
5 **O'Farrell Street; approving Conditional Use Application No. 2000.961C for property located**  
6 **at 1101 O'Farrell Street, subject to the conditions imposed by the Planning Commission in its**  
7 **Motion No. 16234, as modified herein, and further subject to additional conditions imposed by**  
8 **the Board of Supervisors as set forth herein, and adopting findings pursuant to Planning**  
9 **Code Section 101.1.**

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11 Moved, That the decision of the Planning Commission by its Motion No. 16234 adopted  
12 September 13, 2001, approving a conditional use authorization through a Planned Unit  
13 Development allowing for the demolition of an existing three-story building and the  
14 construction of a new twenty three story, 240 foot tall, approximately 308,395 square foot, 240  
15 unit Senior Housing Facility; and the conversion of the second floor at 1001 Franklin Street  
16 from residential space to social services/support office spaces per Section 303 and 304 of the  
17 Planning Code for the property on Assessor's Block 713, Lot 33; and Assessor's Block 720,  
18 Lots 35 and 36 in an RM-4 (Residential, Mixed, High Density) Zoning District within a 240-G  
19 Height and Bulk District at:

20 1101 O'Farrell Street, southwest corner of O'Farrell (a.k.a. Starr King Way) and  
21 Franklin Streets, in an area know as St. Mark's Square

22 be and the same is disapproved; and, be it

23 FURTHER MOVED, That the Board of Supervisors approves Conditional Use  
24 Application No. 2000.961C for the property located at 1101 O'Farrell Street, subject to the  
25 following conditions:

1           1. The Board of Supervisors imposes the conditions imposed by the Planning  
2           Commission in its Motion No. 16234, except as noted in Condition 2 below.

3           2. Approval is not granted for the conversion of the second floor at 1001 Franklin  
4           Street (also know as Martin Luther Tower) from residential space to social services/support  
5           office spaces, thereby preserving the 10 existing units in that space.

6           3. The Project shall include approximately 1,800 square feet of social services/support  
7           office spaces within the envelope of the proposed Senior Housing Facility, fronting on Franklin  
8           Street, at the corner of Starr King Way.

9           4. The Project Sponsor will provide access to the multi-purpose space in the Senior  
10          Housing Facility on a scheduled basis for programs and community services offered by St.  
11          Mark's Church and the Urban Life Center.

12          5. The Project Sponsor shall establish a program, effective prior to the final occupancy  
13          of the new building, to enable senior residents of Martin Luther Tower to obtain a hot meal  
14          seven days a week. The meal would be provided by the Project Sponsor at cost. Martin  
15          Luther Tower personnel would pick up the meals and serve them to residents at Martin Luther  
16          Tower.

17          6. Transportation services provided by the Project Sponsor, effective prior to the final  
18          occupancy of the new building, would be offered to seniors residing at Martin Luther Tower on  
19          a space available basis for a nominal fee.

20          7. The Project Sponsor will work with Martin Luther Tower to offer activities (including  
21          exercise programs, seminars and social activities) which will be made available to seniors  
22          residing at Martin Luther Tower.

23          8. The Project Sponsor will also work with St. Marks Church and Martin Luther Tower  
24          to develop a program of activities which can be offered at Martin Luther Tower, the Church or  
25          other locations in the neighborhood to both the residents of Martin Luther Tower and other

1 neighborhood seniors. Such activities could include wellness and fitness presentations,  
2 seminars, and cultural and educational events.

3 9. The Project Sponsor will commit to funding a direct donation of \$5,000 annually to  
4 local senior-serving charities.

5 10. The Project Sponsor will work with a designer and lighting consultant to explore  
6 methods of augmenting the natural daylight through the rose window on the south side of the  
7 Unitarian sanctuary during the times when this window is in the shadow of the new senior  
8 tower.

9 11. The Project Sponsor will pay up to \$5,000 per year to cover the documented  
10 increase in utility costs incurred by the Unitarian Church as a direct result of the new shadow  
11 from the new senior housing tower.

12 12. If the fee owner of the Ellis Street Parking Lot (Martin Luther Tower, Inc. or its  
13 successors in interest) decides to offer the Ellis Street Parking Lot for sale or ground lease,  
14 then the owner shall grant to the City and County of San Francisco, or the San Francisco  
15 Redevelopment Agency, acting through the Mayor's Office of Housing ("City") a right of first  
16 offer to purchase or enter into a ground lease for the Ellis Street Parking Lot for an affordable  
17 housing development. The terms of such grant shall be included in a Right of First Offer  
18 Agreement which shall be entered into between the City and Martin Luther Tower, Inc. or its  
19 successors in interest. Under this Agreement, Martin Luther Tower, Inc., or its successors in  
20 interest, would be required to give the City at least 120 days' notice of its intent to offer the  
21 property for sale or ground lease, including the price and other proposed terms of sale or  
22 ground lease, and during such 120 day period, the City would have the first right to enter into  
23 a binding agreement (the "City Acquisition Agreement") to acquire or to ground lease the  
24 property on such terms. If the City does not enter into a City Acquisition Agreement within  
25 such 120 day period, then Martin Luther Tower, Inc. shall have the right to sell or ground

1 lease the Ellis Street Parking Lot to a party (a "Third Party Acquirer") other than the City on  
2 the terms offered to the City or on terms which are substantially equivalent to those offered to  
3 the City, which the parties agree shall mean that the essential economic terms of the  
4 transaction shall not change in favor of the purchaser or lessee by more than five percent  
5 (5%). If such an agreement is reached with such a Third Party Acquirer, the City's right of first  
6 offer hereunder shall terminate. If the terms of a proposed sale or ground lease with a Third  
7 Party Acquirer are not the same or substantially equivalent to those offered to the City, then  
8 such terms shall be reoffered to the City and the City shall have thirty (30) days to accept the  
9 terms as so modified and to enter into a City Acquisition Agreement or Martin Luther Tower,  
10 Inc. shall have the right to enter into an agreement with a Third Party Acquirer on such  
11 modified terms or terms substantially equivalent thereto. Martin Luther Tower, Inc. reserves  
12 the right to require than any development include approximately 10,000 square feet of space  
13 for office and programmatic use by the Church.

14 13. The approval of this Conditional Use Application shall become effective only upon  
15 the completion, within 90 days, of a signed Agreement between Martin Luther Tower, Inc. and  
16 the Project Sponsor embodying conditions 2 through 8, herein, and certification by the  
17 Mayor's Office of Housing that such Agreement has been received by the City and conforms  
18 to conditions 2 through 8.

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