

File No. 240410

Committee Item No. 15

Board Item No. 28

COMMITTEE/BOARD OF SUPERVISORS

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Completed by: Brent Jalipa Date July 5, 2024

Completed by: Brent Jalipa Date July 11, 2024

1 [Development Agreement - Stonestown NW Parcel LLC, Stonestown Shopping Center, L.P.,
2 and Stonestown Anchor Acquisition, L.P - Stonestown Development Project - Waiver of
3 Various Municipal Code Provisions]

4 **Ordinance approving a Development Agreement between the City and County of San**
5 **Francisco and Stonestown NW Parcel LLC, a Delaware limited liability company,**
6 **Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown**
7 **Anchor Acquisition, L.P, a Delaware limited partnership, for the Stonestown**
8 **Development Project at the approximately 30-acre site generally bounded by 19th**
9 **Avenue to the east, Buckingham Way to the south and west, and Rolph Nicol Jr.**
10 **Playground and Eucalyptus Drive to the north, in the southwest part of San Francisco,**
11 **including affordable and market rate housing and approximately six acres of open**
12 **space; making findings under the California Environmental Quality Act; making**
13 **findings of conformity with the General Plan, and with the eight priority policies of**
14 **Planning Code, Section 101.1(b), and findings of public convenience, necessity, and**
15 **welfare under Planning Code, Section 302; and confirming compliance with or waiving**
16 **certain provisions of the Planning Code, Administrative Code, Subdivision Code,**
17 **Campaign and Governmental Conduct Code, and Public Works Code, and ratifying**
18 **actions taken and authorizing future actions to be taken in connection with the**
19 **Development Agreement.**

20
21 **NOTE:** **Unchanged Code text and uncodified text** are in plain Arial font.
22 **Additions to Codes** are in *single-underline italics Times New Roman font*.
23 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
24 **Board amendment additions** are in double-underlined Arial font.
25 **Board amendment deletions** are in ~~strikethrough Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

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

2
3 Section 1. Project Findings.

4 The Board of Supervisors makes the following findings:

5 a) California Government Code Sections 65864 et seq. authorizes any city, county,
6 or city and county to enter into an agreement for the development of real property within its
7 jurisdiction. Chapter 56 of the San Francisco Administrative Code (“Chapter 56”) sets forth
8 certain procedures for the processing and approval of development agreements in San
9 Francisco.

10 b) Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown
11 Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition,
12 L.P, a Delaware limited partnership (collectively “Developer”) owns the approximately 30
13 acres of developed land located in the southwest part of San Francisco, generally bounded by
14 Eucalyptus Drive to the north, 19th Avenue to the east, Buckingham Way to the south and
15 west, and Rolph Nicol Jr. Playground and Eucalyptus Drive to the north, as more specifically
16 described on Exhibit A-1 to the Development Agreement (the “Developer Property”). The
17 Developer Property is fully developed and comprises approximately 27 acres of surface
18 parking lots and operational uses, a vacant building, and approximately three acres of existing
19 privately-owned streets.

20 c) Temple Baptist Church or its successor owns approximately 0.8 acres of land
21 located adjacent to 19th Avenue along the eastern boundary of the Developer Property
22 (Block/Lot 7295/002) that is improved with a church building, as further described on Exhibit
23 A-2 to the Development Agreement (the “Variant Sub-Area”).

24 d) The City and County of San Francisco (the “City”) owns the approximately three-
25 acre open space known as Rolph Nicol Jr. Playground adjacent to the northwest corner of the

1 Developer Property, all on real property more particularly described on Exhibit A-3 to the
2 Development Agreement (the “RPD Parcel”). The RPD Parcel is under the jurisdiction of the
3 Recreation and Park Department (“RPD”).

4 e) The City also owns approximately 0.2 acres of developed and undeveloped
5 public rights-of-way, consisting of portions of Winston Drive and Monte Vista Drive, all on real
6 property more particularly shown on Exhibit A-4 to the Development Agreement (the “Existing
7 City-Owned Rights-of-Way”).

8 f) The “Project Site” consists collectively of the four properties identified in
9 subsections (b)-(e), above: the Developer Property, the Variant Sub-Area, portions of the RPD
10 Parcel that will be improved and maintained by Developer, and the Existing City-Owned
11 Rights-of-Way. Developer also owns the existing 775,000 square-foot Stonestown Galleria,
12 as shown on Exhibit A-5 (the “Stonestown Galleria Mall”), which is not a part of the Project
13 Site but is included in the development agreement relating to the Project Site (the
14 “Development Agreement”) for the limited purposes specified in the Development Agreement.

15 g) Developer filed an application with the Planning Department for approval of a
16 development agreement relating to the Project Site under Chapter 56. A copy of the
17 Development Agreement is on file with the Clerk of the Board of Supervisors in File
18 No. 240410.

19 h) Developer proposes a mixed use development to be developed on the Project
20 Site that will include residential, retail, commercial, open space, parking and related uses (the
21 “Project”), all as more particularly described in the Development Agreement, and in
22 subsection (l), below.

23 i) As set forth in the Development Agreement, the City agrees to initiate the
24 process to vacate portions of the Existing City-Owned Rights-of-Way and following any
25 vacation and satisfaction of any applicable City conditions, to convey the underlying land to

1 Developer in connection with the land assembly required for the Project (the "Street Vacation
2 Actions"). In return, Developer will convey certain land to the City as set forth in the
3 Development Agreement.

4 j) In conjunction with this Ordinance, the Board of Supervisors is taking a number
5 of actions in furtherance of the Project, as generally described in the Development
6 Agreement, including those specified in Exhibit C to the Development Agreement (the "Initial
7 Approvals").

8 k) Although the Development Agreement is between the City, acting primarily
9 through the Planning Department, and Developer, other City agencies retain a role in
10 reviewing and issuing certain later approvals for the Project. Later approvals include but are
11 not limited to all approvals required under the Stonestown Special Use District ("SUD") or as
12 otherwise set forth in the Municipal Code, Design Review Applications or Development Phase
13 Applications, approval of subdivision maps and plans for horizontal improvements and public
14 facilities, acceptance of Developer's dedications of horizontal improvements and certain park
15 improvements for City maintenance and liability under the Subdivision Code, Street Vacation
16 Actions, demolition permits, grading permits, site permits, building permits, sewer and water
17 connection permits, major and minor encroachment permits, street improvement permits,
18 permits to enter, certificates of occupancy, transit stop relocation permits, public utility
19 easement vacation approvals and ordinances, public improvement agreements, improvement
20 plans, and any amendment to the foregoing or to any Initial Approval. As a result, affected
21 City agencies have consented to the Development Agreement.

22 l) The Project is a phased, mixed use development on the Project Site that will
23 include up to approximately 3.9 million square feet of new construction, and may include (i) up
24 to approximately 3,341 residential units (or approximately 3,491 residential units with the
25 addition of the Variant Sub-Area), consisting of a mix of market rate and affordable rental and

1 for-sale housing in a variety of housing types from townhomes to mid- and high-rise buildings,
2 (ii) up to approximately 160,000 square feet of net new Retail Sales and Service Use (i.e.,
3 retail/restaurant/commercial or similar use), (iii) up to approximately 96,000 net new square
4 feet of Non-Retail Sales and Service Use (e.g., general office, life science or similar uses), (iv)
5 up to approximately 53,000 net new square feet of cultural, institutional, and educational
6 uses, (up to approximately 63,000 net new square feet of such uses with the addition of the
7 Variant Sub-Area), (v) up to 4,450 parking spaces (or up to 4,861 parking spaces with the
8 addition of the Variant Sub-Area), and (vi) approximately 6 net new acres of privately owned,
9 publicly accessible open space, which exceeds the amount prescribed by open space
10 requirements under the Planning Code.

11 m) In order to facilitate the development of the Project and achieve the significant
12 community benefits described above, and in recognition of the decreased visibility of the
13 existing Stonestown Galleria Mall from 19th Avenue as a result of the Project's development,
14 the City is concurrently adopting a Special Sign District to provide adequate signage
15 opportunities for the Stonestown Galleria Mall.

16 n) The Project is anticipated to generate an annual average of approximately 691
17 construction jobs during construction and, upon completion, approximately 775 net new
18 permanent on-site jobs, development impact fees including approximately \$50,000,000 for
19 transportation, and approximately \$9,000,000 in annual general fund revenues to the City. In
20 addition to the significant housing, jobs, and economic benefits to the City from the Project,
21 the City has determined that as a result of the development of the Project in accordance with
22 the Development Agreement and SUD, additional benefits to the public will accrue that could
23 not be obtained through application of existing City ordinances, regulations, and policies.
24 Major additional public benefits to the City from the Project include: (i) conversion of parking
25 lots to housing, including affordable housing, (ii) construction and maintenance of new parks,

1 pedestrian pathways, and landscape areas for a total of approximately 6 acres of publicly
2 accessible open areas, (iii) transportation demand management measures that exceed the
3 level otherwise required, (iv) street and infrastructure improvements, including enhancement
4 of existing public right-of-way, (v) workforce obligations, (vi) on-site childcare facilities, (vii) on-
5 site senior community center, and (viii) improvements to Rolph Nicol Jr. Playground, each as
6 further described in the Development Agreement.

7 o) The Development Agreement will eliminate uncertainty in the City's land use
8 planning for the Project Site and secure orderly development.

9 Section 2. CEQA Findings.

10 On May 9, 2024, by Motion No. 21559, the Planning Commission certified as adequate,
11 accurate, and complete the Final Environmental Impact Report ("FEIR") for the Project
12 pursuant to the California Environmental Quality Act (California Public Resources Code
13 Sections 21000 et seq.) ("CEQA"). A copy of Planning Commission Motion No. 21559 is on
14 file with the Clerk of the Board of Supervisors in File No. 240575. Also on May 9, 2024, by
15 Motion No. 21560, the Planning Commission adopted findings, including a rejection of
16 alternatives and a statement of overriding considerations (the "CEQA Findings") and a
17 Mitigation Monitoring and Reporting Program ("MMRP"). These Motions are on file with the
18 Clerk of the Board of Supervisors in File No. 240575. In accordance with the actions
19 contemplated herein, this Board has reviewed the FEIR and related documents, and adopts
20 as its own and incorporates by reference as though fully set forth herein the CEQA Findings,
21 including the statement of overriding considerations, and the MMRP.

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

23 (a) The Board of Supervisors is considering companion legislation that adopts
24 public necessity findings under Planning Code Section 302 and General Plan amendments. A
25

1 copy of the companion legislation is on file with the Clerk of the Board of Supervisors in File
2 No. 240575 and is incorporated herein by reference.

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

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

10 Section 4. Development Agreement.

11 (a) The Board of Supervisors approves all of the terms and conditions of the
12 Development Agreement, in substantially the form on file with the Clerk of the Board of
13 Supervisors in File No. 240410.

14 (b) The Board of Supervisors approves and authorizes the execution, delivery,
15 recordation, and performance by the City of the Development Agreement as follows: (i) the
16 Director of Planning and (other City officials listed thereon) are authorized to execute and
17 deliver the Development Agreement, with signed consents of those City departments,
18 agencies, boards, commissions, and bureaus that have disposition, subdivision or other
19 permit, entitlement, or approval authority or jurisdiction over development of the Project, or
20 any improvement located on or off the Project Site, including but not limited to the San
21 Francisco Municipal Transportation Agency, the San Francisco Public Utilities Commission,
22 the Department of Public Works, the Recreation and Park Commission, and the Fire
23 Department, and (ii) the Director of Planning and other applicable City officials are authorized
24 to take all actions reasonably necessary or prudent to perform the City's obligations under the
25 Development Agreement in accordance with the terms of the Development Agreement.

1 Without limiting the foregoing, (i) the Director of Public Finance and the Controller are
2 authorized to take all preliminary actions required to form the Enhanced Infrastructure Finance
3 District (“EIFD”) as described in the Financing Plan, provided the actual EIFD formation
4 documents and issuance of debt will be subject to the review and approval of the Board of
5 Supervisors, and (ii) the Recreation and Park Commission is authorized to enter into the
6 agreements contemplated by the RPD Improvements Exhibit attached to the Development
7 Agreement.

8 (c) The Director of Planning, at the Director’s discretion and in consultation with the
9 City Attorney, is authorized to enter into any additions, amendments or other modifications to
10 the Development Agreement that the Director of Planning determines are in the best interests
11 of the City and that do not materially increase the obligations or liabilities of the City or
12 materially decrease the benefits to the City as provided in the Development Agreement.

13 (d) All actions taken by City officials in preparing and submitting the Development
14 Agreement to the Board of Supervisors for review and consideration are hereby ratified and
15 confirmed, and the Board of Supervisors hereby authorizes all subsequent actions to be taken
16 by City officials consistent with the Development Agreement and this Ordinance.

17 Section 5. Board Authorization and Appropriation.

18 By approving the Development Agreement, the Board of Supervisors authorizes the
19 Controller and City Departments to accept the funds paid by Developer as set forth therein,
20 and to appropriate and use the funds for the purposes described therein. The Board
21 expressly approves the use of the development impact fees as set forth in the Development
22 Agreement, and waives or overrides any provision in Article 4 of the Planning Code, Chapter
23 10, and Article X of the Administrative Code that would otherwise conflict with the uses of
24 these funds as described in the Development Agreement.

25 Section 6. Administrative Code Chapter 56 Waivers.

1 (a) In connection with the Development Agreement, the Board of Supervisors finds
2 that the City has substantially complied with the requirements of Administrative Code Chapter
3 56, and waives any procedural or other requirements if and to the extent that they are not
4 strictly followed, including Section 56.4 (Application, Forms, Initial Notice, Hearing); Section
5 56.8 (Notice); and Section 56.10 (Negotiation Report and Documents).

6 (b) The Development Agreement shall prevail in the event of any conflict between
7 the Development Agreement and Administrative Code Chapter 56, and without limiting the
8 generality of the foregoing, the following provisions of Administrative Code Chapter 56 are
9 waived to the extent inconsistent with the Development Agreement, or deemed satisfied, as
10 follows:

11 (1) The Project comprises approximately 30 acres and is the type of large
12 multi-phase and/or mixed-use development contemplated by the Administrative Code and
13 therefore satisfies the provisions of Chapter 56, Section 56.3(g).

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

17 (3) The provisions of Chapter 56, Section 56.20 have been satisfied by the
18 Memorandum of Understanding between Developer and the Office of Economic and
19 Workforce Development for the reimbursement of City costs, a copy of which is on file with the
20 Clerk of the Board of Supervisors in File No. 240410.

21 (4) The provisions of Chapter 56, Section 56.17 (Annual Review) are waived
22 to the extent inconsistent with the Development Agreement.

23 Section 7. Other Administrative Code Waivers.

24 (a) The Board of Supervisors approves the Workforce Agreement attached to the
25 Development Agreement, the requirements of which shall apply and shall supersede, to the

1 extent of any conflict, these provisions of Administrative Code: (i) Chapter 6 (Public Works
2 Contracting Policies and Procedures) other than the payment of prevailing wages as required
3 in Chapter 6; (ii) Chapter 14B (Local Business Enterprise Utilization and Non-Discrimination in
4 Contracting); (iii) Chapter 83 (First Source Hiring Program); (iv) Chapter 56, Section 56.7(c);
5 (v) Chapter 82 (Local Hiring Policy for Construction); and (vi) to the extent that the
6 Development Agreement contemplates the conveyance of vacated streets or other land
7 conveyances from the City to Developer, Chapter 23, Article VII (Prevailing Wage,
8 Apprenticeship, and Local Hire Requirements).

9 (b) The Board of Supervisors finds that, so long as the square footage of property
10 conveyed to the City is greater than the square footage of the portions of the Existing City-
11 Owned Rights-of-Way that are contemplated to be conveyed to Developer in connection with
12 the Street Vacation Actions, no appraisal of value of the acquired or conveyed property will be
13 required by the City, and the requirements of Administrative Code Section 23.3 are waived.

14 (c) The Board of Supervisors authorizes the Director of Property, and other City
15 agency if applicable, to accept or to grant easements, licenses, or enter into other agreements
16 concerning real property, whether such easements, licenses, or agreements are temporary,
17 interim, or permanent, that the Director of Property and the affected City agency determine
18 are reasonably necessary in furtherance of implementation of the Project, whether on or off
19 the Project Site, and on terms acceptable to the Director of Property in the Director's sole
20 discretion. Accordingly, the Board of Supervisors waives any provisions of Administrative
21 Code Chapter 23, Article I that conflict with the foregoing sentence.

22 (d) The Board of Supervisors finds that the Development Agreement, including the
23 affordable housing obligations set forth therein, satisfies the requirements of Administrative
24 Code Chapter 41B (Community Opportunity to Purchase) and waives the application of
25 Chapter 41B to transfers of Developer's interest in any portion of the Project Site through the

1 construction, completed development, and first transfer of any portion of the Project Site after
2 the initial transfer of Developer’s interest that is considered a Change in Ownership by the
3 Office of the Assessor-Recorder.

4 Section 8. Planning Code and Public Works Code Waivers.

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

11 (b) The Board of Supervisors finds that the Transportation Plan attached to the
12 Development Agreement includes a Transportation Demand Management Plan (“TDM Plan”)
13 and other provisions that meet the goals of the City’s Transportation Demand Management
14 Program in Planning Code Section 169, and therefore waives the application of Section 169 to
15 the Project on the condition that Developer implements and complies with the TDM Plan.

16 (c) The Board of Supervisors finds that the Design Standards and Guidelines and
17 Infrastructure Plan attached to the Development Agreement provide sufficient benefits and
18 community improvements regarding open space and set forth sufficient standards for
19 streetscape design, and therefore waives the requirements of Planning Code Section 138.1
20 (Streetscape and Pedestrian Improvements) and Public Works Code Section 806(d)
21 (Required Street Trees for Development Projects).

22 (d) The Board of Supervisors finds that the Affordable Housing Plan attached to the
23 Development Agreement meets and exceeds the requirements for provision of affordable
24 housing under Planning Code Section 415 et seq., and therefore waives the application of,
25

1 and to the extent applicable exempts the Project from, Planning Code Section 415 et seq. on
2 the condition that Developer implements and complies with the Affordable Housing Plan.

3 (e) The Board of Supervisors finds that the Transportation Exhibit attached to
4 the Development Agreement will adequately provide for the maintenance and liability of
5 Winston Drive, and therefore waives the application of Public Works Code Article 9 to the
6 extent inconsistent with the Unaccepted Street Permit as described in the Development
7 Agreement.

8 Section 9. Subdivision Code Waivers.

9 (a) The Board of Supervisors waives the application to the Project of time limits
10 under Subdivision Code Section 1346(e) (Improvement Plans) and Section 1355 (Time Limit
11 for Submittal) to the extent they conflict with the Development Agreement.

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

19 Section 10. Campaign and Governmental Conduct Code Waiver.

20 The Board of Supervisors finds that the immediate and effective construction of the
21 affordable and market rate housing described in greater detail in the Development Agreement
22 is a high priority due to current severe housing and economic conditions and the policy of this
23 Board of Supervisors is that the Project have priority Planning Department, Department of
24 Public Works, and Department of Building Inspection processing. Accordingly, the Board of
25

1 Supervisors waives the application of Campaign and Governmental Conduct Code Section
2 3.400(b) to the Project.

3
4 Section 11. Ratification of Past Actions and Authorization of Future Actions.

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

9 Section 12. Effective and Operative Date.

10 (a) This Ordinance shall become effective 30 days from the date of enactment.
11 Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance
12 unsigned or does not sign the ordinance within ten days of receiving it, or the Board of
13 Supervisors overrides the Mayor's veto of the ordinance.

14 (b) This Ordinance shall become operative only on (and no rights or duties are
15 affected until) the later of (a) 30 days from the date of its enactment, or (b) the date that
16 Ordinance [____], Ordinance [____], and Ordinance [____] have all become effective.
17 Copies of these Ordinances are on file with the Clerk of the Board of Supervisors in File
18 Nos. 240409 and 240575.

19
20 APPROVED AS TO FORM:
21 DAVID CHIU, City Attorney

22 By: /s/ ELIZABETH A. DIETRICH
23 ELIZABETH A. DIETRICH
24 Deputy City Attorney

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LEGISLATIVE DIGEST

[Development Agreement – Stonestown NW Parcel LLC, Stonestown Shopping Center, L.P., and Stonestown Anchor Acquisition, L.P - Stonestown Development Project - Waiver of Various Municipal Code Provisions]

Ordinance approving a Development Agreement between the City and County of San Francisco and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P, a Delaware limited partnership, for the Stonestown Development Project at the approximately 30-acre site generally bounded by 19th Avenue to the east, Buckingham Way to the south and west, and Rolph Nicol Jr. Playground and Eucalyptus Drive to the north, in the southwest part of San Francisco, including affordable and market rate housing and approximately six acres of open space; making findings under the California Environmental Quality Act; making findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b), and findings of public convenience, necessity, and welfare under Planning Code, Section 302; and confirming compliance with or waiving certain provisions of the Planning Code, Administrative Code, Subdivision Code, Campaign and Governmental Conduct Code, and Public Works Code, and ratifying actions taken and authorizing future actions to be taken in connection with the Development Agreement.

Existing Law

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

Amendments to Current Law

The proposed ordinance, if adopted, would result in the approval of the proposed development agreement (the "Development Agreement") with the Developer in accordance with the Development Agreement Statute and Chapter 56. The Development Agreement would provide to Developer the vested right to develop the project site as described in the Development Agreement over a 35 year term. There are no proposed amendments to current law.

Background Information

Under the Development Agreement, the Developer proposes to develop a phased mixed use development on the Project Site that will include up to approximately 3.9 million square feet of new construction, and may include up to approximately (i) 3,491 residential units, consisting of a mix of market rate and affordable rental and for-sale housing in a variety of housing types

from townhomes to mid- and high-rise buildings, (ii) 160,000 square feet of net new Retail Sales and Service Use (i.e., retail/restaurant/commercial or similar use), (iii) 96,000 net new square feet of Non-Retail Sales and Service Use (e.g., general office, life science or similar uses), (iv) 63,000 net new square of feet of cultural, institutional, and educational uses, (v) 4,861 parking spaces, and (vi) 6 net new acres of privately owned, publicly accessible open space in addition to new streets, sidewalks, and bicycle lanes throughout the site, all as more particularly described in the Development Agreement.

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<p>Item 15 & 16 Files 24-0410 & 24-0681</p>	<p>Department: Office of Economic and Workforce Development (OEWD)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • File 24-0410 is an ordinance that would approve a development agreement between the City and Brookfield Properties’ affiliates—Stonestown NW Parcel LLC, Stonestown Shopping Center, L.P., and Stonestown Anchor Acquisition, L.P.—for the Stonestown Project. • File 24-0681 is a resolution of intention to establish San Francisco Enhanced Infrastructure Financing District No. 2 (Stonestown) to finance public infrastructure and affordable housing for the Stonestown Project. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • Brookfield Properties is the property owner and master developer of the Stonestown Development project, which will redevelop the surface parking lots surrounding the Stonestown Galleria shopping mall into a residential community with commercial uses. • Under the development agreement, the developer would provide up to 698 units of affordable housing (20 percent), six acres of publicly accessible open space, street improvements, childcare facilities, a replacement senior center, and other benefits. • The resolution of intention to form the EIFD provides that incremental property tax revenue generated within the EIFD may be used to finance public infrastructure and affordable housing subject to establishment of the EIFD by the public financing authority and approval of the infrastructure financing plan by the Board of Supervisors. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The EIFD diverts a portion of incremental property tax revenue that would otherwise accrue to the General Fund. Per City policy, the Developer could receive up to 50 percent of available tax increment revenues from the EIFD for reimbursement of eligible costs. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> • Because the proposed ordinance and resolution are consistent with City policy to use tax increment financing to advance housing production and prior Board of Supervisors’ actions, including approval of the Power Station EIFD and amended Power Station development agreement, we recommend approval. However, even with this public financing, the project is not financially feasible under current market conditions, which will likely change over the term of the development agreement. <p style="text-align: center;">Recommendations</p> <ul style="list-style-type: none"> • Amend the resolution in File 24-0410 to state that City policy is to restrict the property tax revenue that is allocated to the Stonestown Enhanced Infrastructure Financing District to no more than 50 percent of incremental revenue. • Approve the proposed ordinance and resolution, as amended. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

Administrative Code Chapter 56 provides for the City to enter into development agreements with private developers for housing and mixed-use developments to reduce risk for the developer while requiring public benefits that exceed existing requirements. Section 56.14 provides for Board of Supervisors approval of such development agreements.

California Government Code Section 53398.50 et seq. authorizes the Board of Supervisors to initiate the establishment of an enhanced infrastructure financing district (EIFD) and approve an infrastructure financing plan that allocates tax revenues to the EIFD. While the Board of Supervisors directly serves as the governing body for the City’s IFDs and IRFDs, under state law, the Board of Supervisors must establish a public financing authority to act as legislative body of EIFDs.

BACKGROUND

Stonestown Development Project

Brookfield Properties is the property owner and master developer of the Stonestown Development project, which will redevelop the area surrounding the Stonestown Galleria shopping mall into a residential community with commercial uses. The 30-acre project site currently consists of 27 acres of surface parking lots and three acres of privately-owned streets that are accessible to the public. The site is located in the Lakeshore neighborhood, immediately northeast of San Francisco State University.

The existing Stonestown Galleria will remain operational during development. At completion, the project will generate up to 3,491 residential units (20 percent of which will be affordable housing units), 160,000 square feet of new retail, restaurant, or similar commercial use, 96,000 square feet of office, life-science, or other commercial non-retail use, up to 63,000 square feet of cultural, institutional, or educational uses, up to 4,861 parking spaces, and six acres of new public open space that will be privately owned.

DETAILS OF PROPOSED LEGISLATION

File 24-0410 is an ordinance that would approve a development agreement between the City and Brookfield Properties’ affiliates—Stonestown NW Parcel LLC, Stonestown Shopping Center, L.P., and Stonestown Anchor Acquisition, L.P.—for the Stonestown Development Project. The ordinance would also waive certain provisions of the Administrative Code, Planning Code, Subdivision Code, Public Works Code and Campaign and Governmental Conduct Code and make: (a) findings of public convenience, necessity, and welfare under Planning Code Section 302; (b)

findings under the California Environmental Quality; and (c) findings of conformity with the General Plan and priority policies of the Planning Code.

File 24-0681 is a resolution of intention to establish San Francisco Enhanced Infrastructure Financing District No. 2 (Stonestown) to finance public infrastructure and affordable housing for the Stonestown Project.

In addition to this legislation, the Office of Economic and Workforce Development (OEWD) is concurrently seeking Board of Supervisors' approval of General Plan amendments (File 24-0575) and amendments to the Planning Code and Zoning Map (File 24-0409) to facilitate the project.

Development Agreement (File 24-0410)

The proposed Development Agreement between the City and the developer (Brookfield Properties) grants the master developer entitlement to develop the project in exchange for providing public benefits that exceed those required under existing City policies and regulations, consistent with Chapter 56 of the City's Administrative Code. According to the proposed agreement, these benefits include: (a) conversion of parking lots into new market rate and affordable housing; (b) six acres of publicly accessible open space; (c) street and infrastructure improvements; (d) transportation demand management measures in excess of requirements; (e) childcare facilities; (f) a replacement senior center; (g) workforce obligations; and (h) a cash contribution of \$1.0 million to the Recreation and Parks Department for improvements to nearby Rolph Nicol Jr. Playground.

The proposed Development Agreement has an initial 25-year term and two five-year options to extend. The agreement "runs with the land" and transfers to new parties if Brookfield Properties sells the land in the future. The agreement includes a Housing Plan, an Infrastructure Plan, a Phasing Plan, Design Standards and Guidelines, a Workforce Agreement, a Financing Plan, Street Vacations and Dedications, a Child Care Facility and Senior Center Plan, a Variant Sub-Area Joinder¹, as well as other plans and exhibits to specify and facilitate development of the project and community benefits. The Financing Plan, Housing Plan, Child Care Facility and Senior Center Plan, and Phasing Plan are described further below.

Financing Plan (Exhibit N)

The proposed Financing Plan specifies the terms for formation of a Community Facilities District (CFD) to levy special taxes and an Enhanced Infrastructure Financing District (EIFD) to use tax increment financing for the project. Per City policy, the Developer could receive up to 50 percent of available tax increment revenues and vehicle license fees from the EIFD to reimburse eligible costs. The establishment of the CFD is subject to Board of Supervisors' approval. Through a resolution of intention to establish the EIFD (described below), the Board of Supervisors will

¹ The Development Agreement allows for an adjacent, 0.8-acre parcel currently owned by Temple Baptist Church (referred to as the "variant sub-area") to be added to the project area under the agreement if the owner executes a joinder to the agreement.

initiate establishment of the EIFD. Issuance of CFD bonds and EIFD bonds will be subject to Board of Supervisors' approval.

Housing Plan (Exhibit B)

The proposed Housing Plan specifies the Developer's obligation to provide affordable housing. At least 20 percent of all residential units must be affordable, including inclusionary units of at least five percent of all residential units. The Developer may satisfy this obligation through a combination of the following options: (a) conveying up to three parcels to the Mayor's Office of Housing and Community Development (MOHCD) or an affordable housing developer for development of 100 percent affordable housing projects; (b) constructing on-site inclusionary housing units within market-rate housing projects; or (c) paying an in-lieu fee for up to 390 units. MOHCD will prioritize use of any in-lieu fee for the creation of affordable housing at a nearby educator housing project proposed by San Francisco State University (Educator Village)² and then for 100 percent affordable units on-site or within two miles of the project site. The Housing Plan establishes interim milestones that the Developer must meet for the percentage of affordable units and inclusionary units based on the number of residential units receiving temporary certificates of occupancy.

Child Care Facility & Senior Center Plan (Exhibit Q)

The Developer must provide either one or two new childcare facilities onsite for a total capacity of 100 children (across both sites, if applicable). The developer must deliver the facility/facilities in "cold shell" condition. The Developer must lease each facility to a provider at no charge for rent for the first five years of operation and 75 percent of prevailing market rent or less thereafter. If the facilities remain vacant for more than two years despite commercially reasonable efforts to lease the sites, the Developer may pay a fee to the City to be released from the obligation to lease the sites to childcare providers.

The developer will demolish the Stonestown YMCA annex building located on the project site and must provide a replacement senior center with at least 7,000 square feet of net leasable area and deliver the facility in "warm shell" condition. The Developer must lease the space to a senior center entity for the life of the project for nominal rent (\$1). If the facility remains vacant for 12 months despite leasing efforts, the Developer must offer the lease to the City for the same terms for senior community facilities use or similar community uses. A Notice of Special Restrictions must be executed to dedicate the space for senior community facilities use.

Phasing Plan (Exhibit F)

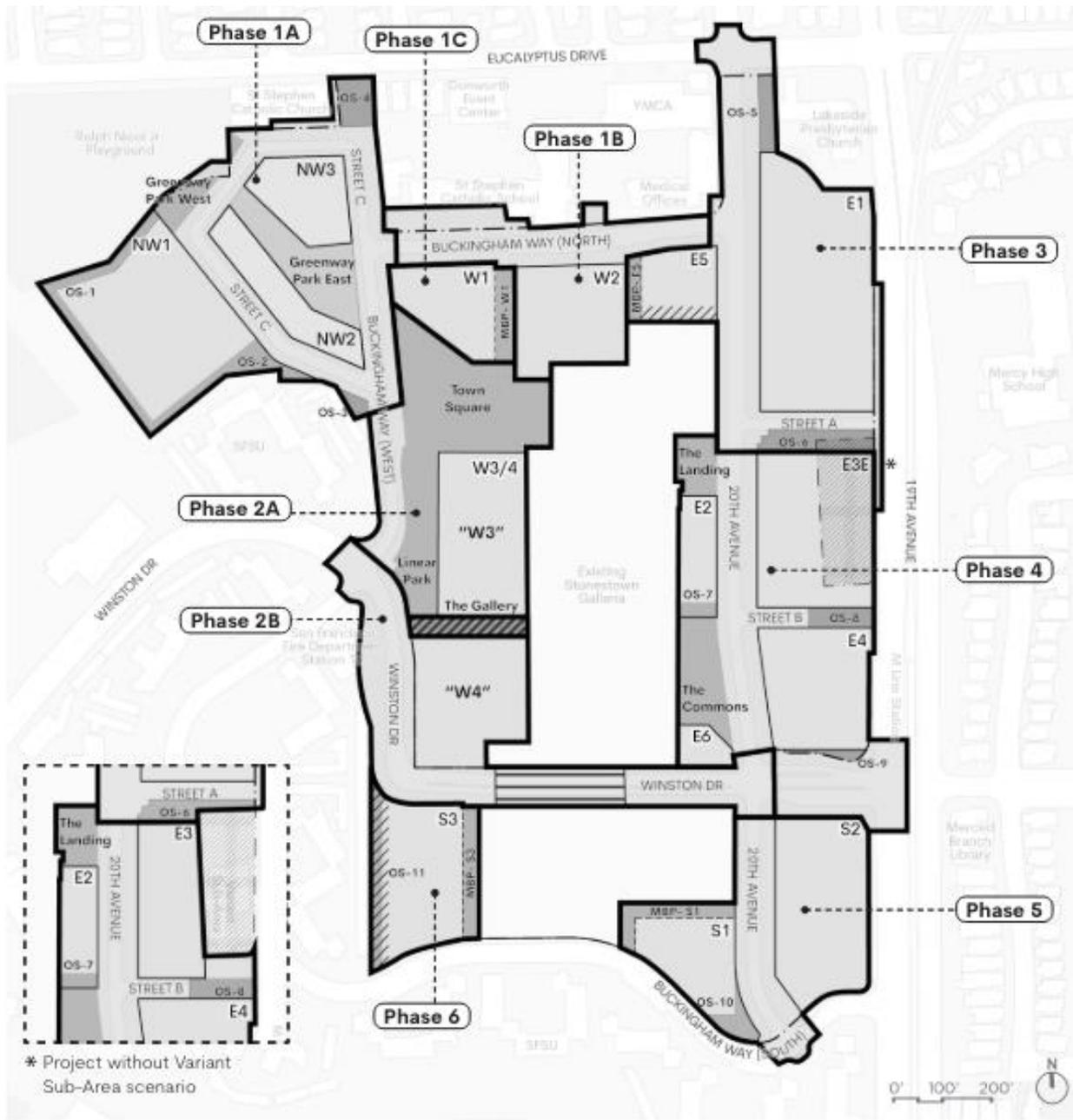
The proposed Phasing Plan ensures that the Developer delivers community benefits proportionately with market-rate housing and commercial uses by project phase.

² Educator Village is a proposed project to be built on land that is owned by the California State University and is currently used as an overflow parking lot. According to the Housing Plan, the first phase of the project will include 250 units to be rented to faculty and staff of San Francisco State University, San Francisco Unified School District, and City College of San Francisco with household income between 40% and 120% of area median income.

The project will be developed in six phases according to the proposed phasing map in Exhibit 1 below. The linkages schedule, provided in Attachment 1, specifies delivery of open space, street improvements, the childcare facilities, replacement senior center, cash contribution for improvements to Rolph Nicol Jr. Playground, and Emergency Firefighting In-Lieu Fee³ based on completion of certain market-rate and commercial elements.

³ The Developer must make a cash contribution totaling \$2,690,000 to the Fire Department to buy emergency firefighting equipment for a portable water supply system. The Fire Department determined that a portable water supply system is needed (per San Francisco Subdivision Regulations) due to the distance from the site to the closest connection to the City's auxiliary water supply system.

Exhibit 1: Proposed Project Phasing Map



- Legend**
- Phases
 - Stonestown Galleria
 - Variant Sub-Area Property
 - The Gallery may either be in Phase 2A or 2B as set forth in the Phasing Plan
 - Winston Drive Underpass (Mall air parcel not included as part of Project)
 - Open Spaces and Mid-block Passage
 - Alternate location of Mid-block Passage
 - OS - #** Secondary Open Space
 - MBP - #** Mid-block Passage

Source: Exhibit F, Proposed Development Agreement

Impact Fees

The proposed Development Agreement makes the following adjustments to otherwise applicable impact fees:

- The **Transportation Sustainability Fee** is temporarily reduced by 33 percent for buildings that receive first approval by November 1, 2026 and a First Construction Document within 30 months after that date. The project would be eligible for this fee deferral without a development agreement.
- **Affordable Housing In-Lieu Fee** and **Jobs Housing Linkage Program Fee** are replaced by affordable housing requirements under the Housing Plan (described above).
- **Child Care** requirements are replaced by childcare facility requirements under the Child Care Facility and Senior Center Plan, which does not allow the Developer to pay a fee in-lieu of the onsite requirement.

Reimbursement of City Costs

Per the terms of a Memorandum of Understanding between OEWD and the Developer, the Developer will reimburse OEWD for costs associated with preparing, negotiating, and adopting documents for the Project.

Stonestown EIFD (File 24-0681)

As mentioned above, the proposed resolution is a resolution of intention to establish San Francisco Enhanced Infrastructure Financing District No. 2 (Stonestown). The proposed resolution would designate the EIFD Public Financing Authority No. 1 (the "PFA"), previously established by the Board of Supervisors, to act as the governing body of the Stonestown EIFD.⁴ At the July 10, 2024 meeting, the Budget & Finance Committee will also consider an ordinance that would allow the PFA to serve as the governing body of multiple EIFDs (File 24-0638). The PFA would establish the Stonestown EIFD and initiate preparation of the infrastructure financing plan (the "IFP"), which would be subject to Board of Supervisors' approval and would specify the eligible project costs which could be reimbursed from incremental property tax revenue generated by the project areas within the EIFD.

The EIFD boundaries would include the developer-owned property and City-owned rights of way but would not include the Stonestown Galleria shopping mall. The EIFD will be divided into three project areas at formation, but after subdividing the parcels, the EIFD will be divided into nine project areas. Each project area within the EIFD can have a different start date and extend for 45 years from the start date. Each project area can generate property tax increment and debt can be issued against the property tax increment at different times. The infrastructure financing plan

⁴ The Board of Supervisors passed an ordinance to establish the EIFD Public Financing Authority No. 1 as the governing body of the EIFD No. 1 (Power Station) (File 23-0160) in April 2023 and approved the appointments in June 2023 (File 23-0698, 23-0699, 23-0700). The public financing authority consists of three members of the Board of Supervisors (plus an alternate member of the Board of Supervisors that can serve in place of one of the three members) and two members of the public to be nominated by the President of the Board of Supervisors and appointed by the Board of Supervisors.

will establish a process for the public financing authority to amend the EIFD boundaries and project areas without further approval by the Board of Supervisors.

Facilities to be Financed

According to Exhibit A attached to the resolution of intention to form the EIFD, at formation, the EIFD will be authorized to finance all or a portion of the costs to construct, rehabilitate, replace, or maintain the public capital facilities or “other projects of communitywide significance” as permitted under State EIFD law and required under the proposed Development Agreement. The facilities may be publicly or privately owned and may be located within or outside the EIFD boundaries, provided facilities located outside the boundaries have a “tangible connection” to the Stonestown EIFD work. Facilities may include but are not limited to the following: (a) infrastructure; (b) public improvements; (c) privately-owned community improvements (excluding project open space); (d) affordable housing; and (e) transportation demand management measures.

Deposit and Reimbursement Agreement

The proposed resolution also approves a deposit and reimbursement agreement between the City and the Developer that allows the Developer to deposit funds to pay for the City’s costs for forming and managing the EIFD and any CFDs for the Stonestown Project. The Developer may be reimbursed for these advances from CFD bond proceeds and tax increment from the EIFD for costs associated with the respective districts, provided EIFD formation costs are eligible for reimbursement under the EIFD infrastructure financing plan.

FISCAL IMPACT

Diversion of Incremental Property Tax Revenues to Stonestown EIFD

The resolution of intention to form the EIFD provides that incremental property tax revenue generated within the EIFD may be used to finance public infrastructure and affordable housing subject to establishment of the EIFD by the public financing authority and approval of the infrastructure financing plan by the Board of Supervisors. The EIFD diverts a portion of incremental property tax revenue that would otherwise accrue to the General Fund. However, if the project does not proceed, the area may remain an underused parking lot, which would not generate any additional property tax revenue to the General Fund.

City policy⁵ limits the amount of allocated incremental property tax revenue to infrastructure financing districts to no more than 50 percent of the City share and require that the district have a projected positive net fiscal benefit to the General Fund net of baseline allocations and additional spending for services. However, this is not reflected in the proposed resolution to

⁵ As stated in Capital Planning Committee’s 2/27/23 Interpretative Supplement to the Board of Supervisors Guidelines for the Establishment and Use of Infrastructure Financing Districts. The policy has not been submitted to the Board of Supervisors for endorsement or approval, but is consistent with EIFD and IFP approved by the Board of Supervisors and PFA for Potrero Power Station (Files 23-0168, 23-1274, 24-0139).

begin forming an EIFD for Stonestown. We recommend File 24-0681 be amended to reflect City policy to restrict the maximum incremental property tax revenue that is allocated to the Stonestown EIFD be no more than 50% of the annual incremental property tax revenue.

The actual amount of property tax revenue that will be available for the EIFD will be known when the Infrastructure Financing Plan associated with this development agreement is submitted for Board of Supervisors approval.

Net Fiscal Impact

A draft analysis prepared by Economic & Planning Systems (dated June 6, 2024) indicates that the net General Fund impact of the proposed development at build-out is estimated to be \$4.1 million per year, net of baseline funding requirements and net of additional spending on services to support new residents and businesses. The projected impact on the General Fund is subject to change as the analysis is finalized.

Economic Impact

Based on the March 8, 2024 Draft Economic Impact Analysis prepared by Economic & Planning Systems, Inc. for the Developer, development of the project over 25 years would have a one-time economic impact of \$3.85 billion in the San Francisco economy by supporting an estimated 20,000 job years in the City, including direct and multiplier effects.⁶ At full build out, the analysis estimates a recurring economic impact of \$450 million per year by supporting 1,400 jobs annually, including 775 on-site jobs through the new commercial space.

Construction Budget

According to the draft memorandum, total estimated construction costs for the project are \$2.89 billion, including approximately \$200 million for horizontal construction. Total soft costs are estimated to be \$723 million for a total estimated development budget of \$3.61 billion.

POLICY CONSIDERATION

Because the proposed resolution and ordinance are consistent with City policy to use tax increment financing to advance housing production and prior Board of Supervisors’ actions, including approval of the Power Station EIFD and amended Power Station development agreement, we recommend approval. However, we note that we did not review the underlying analysis used to determine the need for public financing and while the project may be infeasible under current market conditions without public financing, current market conditions may be temporary.

⁶ The analysis distinguishes direct effect that result from developer spending, on-site jobs, and increased household spending due to the project from multiplier effects that result from that spending recirculating in the local economy.

Need for Public Financing

According to OEWD staff, to assess the Project's need for public financing, OEWD engaged Century Urban, a financial consultant. Century Urban provided a methodological summary of their efforts to OEWD, which was shared with our office.

Neither OEWD nor Century Urban reviewed the developer's financials directly, however Century Urban reviewed the project program and pro forma underwriting assumptions and developed a separate horizontal pro forma model. Based on this separate model, Century Urban found that the project was not feasible without public financing and evaluated the impact of public financing through formation of an EIFD to the project. Century Urban found that the project still does not achieve a market rate return by utilizing tax increment financing under current market conditions but that it will allow the project to achieve feasibility sooner if market conditions improve.

Uncertainty of Market Conditions

The proposed legislation contemplates tax increment financing to ensure delivery of horizontal infrastructure for the Stonestown project that is necessary to support market rate and affordable housing and commercial uses. The project is not financially feasible with private sources alone under current market conditions, including higher interest rates and construction costs. However, current market conditions may be temporary. For example, interest rates could decrease to such an extent that the project is feasible without tax increment financing. On the other hand, the developer may not obtain sufficient private investment to advance vertical development within the estimated 25-year development timeline, even with the completion of horizontal infrastructure.

RECOMMENDATIONS

1. Amend the resolution in File 24-0410 to state that City policy is to restrict the property tax revenue that is allocated to the Stonestown Enhanced Infrastructure Financing District to no more than 50 percent of incremental revenue.
2. Approve the proposed ordinance and resolution, as amended.

Attachment 1: Proposed Development Agreement Linkages Schedule

EXHIBIT F-1 LINKAGES SCHEDULE

In the event of a conflict between this Linkages Schedule and the Phasing Plan or applicable Plan Document, the Phasing Plan and the applicable Plan Document shall prevail.

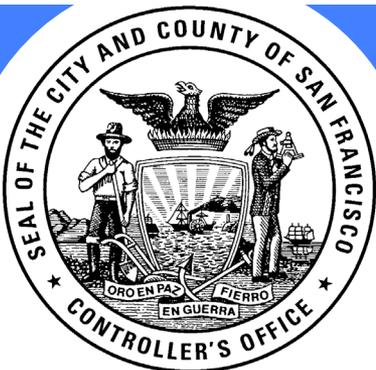
Phase	Associated Community Benefit	Schedule of Performance
Project Open Spaces		
1A	Greenway Park West	Prior to TCO for first Building on NW1 or opening of Street C (whichever occurs first)
1A	Open Space (OS) -1	Prior to TCO for first Building on NW1
1A	OS -2	Prior to TCO for first Building on NW1
1A	OS -3	Prior to TCO for first Building on NW1
1A	Greenway Park East	Prior to TCO for first Building on NW2
1A	OS -4	Prior to TCO for final Building on NW3
1C	Mid-Block Passage (MBP) - W1	Prior to TCO for first Building on W1
2A	Town Square	Prior to TCO for first Building on W3
2A	Linear Park	Prior to TCO for first Building on W3
2A/2B	The Gallery	Prior to TCO for first Building on W3 or W4 (last to be developed)
3	OS -5	Prior to TCO for first Building on E1 adjacent to OS-5
3	MBP - E5	Prior to TCO for first Building on E5
3	OS-6	Prior to TCO for first Building on E1 or opening of Street A (whichever occurs first)
4	The Landing	Prior to TCO for first Building on E2
4	OS -7	Prior to TCO for first Building on E2
4	The Commons	Prior to TCO for first Building on either E2 or E6
4	OS -8	Prior to TCO for first Building on E3 or opening of Street B (whichever occurs first)
4	OS -9	Prior to TCO for first Building on E4
5	MBP - S1	Prior to TCO for first Building on S1
5	OS -10	Prior to TCO for first Building on S1
6	OS -11	Prior to TCO for first Building on S3 (if provided per DSG)
6	MBP - S3	Prior to TCO for first Building on S3
Other Associated Community Benefits		
1A	RNP Accessible Paths and RNP Landscaping Improvements	Opening of Street C and the timing set forth in the PIA
1A, 1C, 2A or 2B	East / West Connections	Prior to TCO for first Building on W3 or W4, or prior to TCO for the Building that includes the 1,100th residential unit in the Project (whichever occurs first)

Attachment 1: Proposed Development Agreement Linkages Schedule

Phase	Associated Community Benefit	Schedule of Performance
5	Replacement SFMTA restroom and SamTrans Restroom	90 days after issuance of TCO for first Building on S2 or as required pursuant to SIP for Buckingham Way South, depending on location of the restroom per Transportation Exhibit.
	Senior Center	Prior to demolition of existing YMCA annex, or as otherwise specified in Exhibit Q
	Child Care Facility	Either 1) prior to TCO for Building that includes the 1,200th residential unit in the Project or 2) if two Child Care Facilities are provided then the first Child Care Facility prior to TCO for Building that includes the 1,000th residential unit in the Project and the second Child Care Facility prior to TCO for Building that includes the 1,800th residential unit in the Project.
	Rolph Nichol Playground (RNP) Cash Contribution (\$1 million to REC)	Prior to First Construction Document for Building that includes the 1,750th residential unit in the Project.
	Emergency Firefighting In Lieu Fee	(i) \$1,000,000 prior to the issuance of the First Construction Document for the first Building in Phase 1A, (ii) \$430,000 prior to the City's issuance of the First Construction Document for the Building that includes the 1,000th residential unit in the Project, (iii) \$630,000 prior to the City's issuance of the First Construction Document for the Building that includes the 1,200th residential unit in the Project, and (iv) \$630,000 prior to the City's issuance of the First Construction Document for the Building that includes the 1,500th residential unit in the Project.

Source: Proposed Development Agreement

Stonestown Mixed-Use Development Project: Economic Impact Report



CITY & COUNTY OF SAN FRANCISCO

Office of the Controller
Office of Economic Analysis

Items #240409 & 240410

July 5, 2024

- On April 23, 2024, Mayor Breed introduced legislation to facilitate the redevelopment of the parking areas surrounding Stonestown Galleria in San Francisco.
- Brookfield Properties, the current owner of the property, would be the developer of the project.
- The Development Agreement (item #240410) and related documents plan for a replacement of surface parking with new structures, primarily housing.
- The Office of Economic Analysis has prepared this report after determining that the proposed ordinance would have a material economic impact on the City's economy.

- The site comprises 30 acres of private land in the southwest corner of San Francisco. The site is currently zoned C-2, RH-1D, and RM-1. The site is located in a 40-X and 65-D height and bulk district.
- The proposed project would preserve the existing Stonestown shopping mall, and turn the surface parking and surrounding parking structure into residential, office, retail, community amenity and institutional space, as well as new parking spaces.
- A Planning Code amendment (item #240409) would create a Special Use District (SUD) that would rezone all parcels except the mall itself, and establish development controls for the project.

Project Site: Stonestown Galleria

4



Source: SF Planning, SFMTA

Project Site Planned Development: Renderings

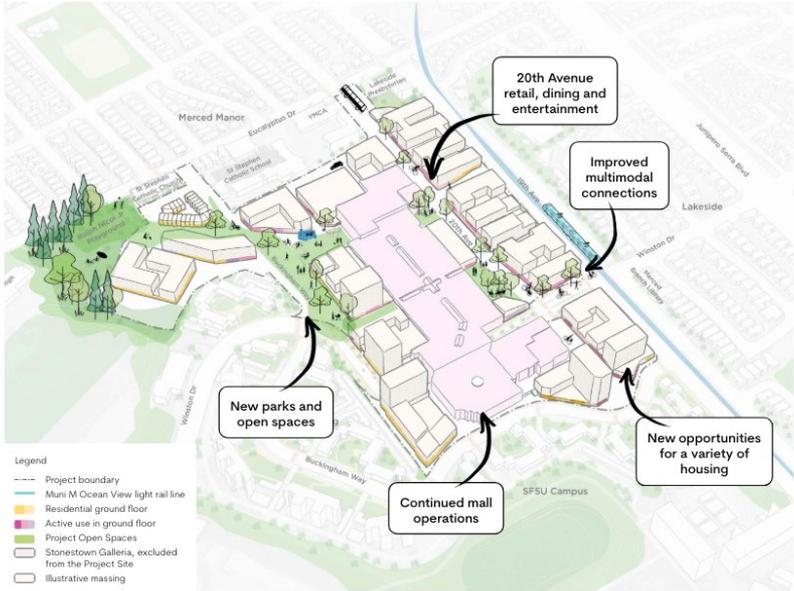


FIGURE 1.3: Illustrative representation of the Project

Development Agreement Key Provisions

6

- **Residential Development:** At buildout, the project is expected to construct 3,419 housing units with a total square footage of 3,534,000 sq. ft.
- **Non-Residential Development:** The project is also expected add 96,000 sq. ft. of office space and 160,000 sq. ft. of retail space.
- **On-site Childcare:** The project will provide a new childcare facility with a capacity of 100 children. The facility will be rented to a nonprofit provider with partially subsidized rent.
- **Senior Center:** The project will build a new 7,000-square-foot on-site senior center to replace the existing on-site YMCA senior center annex.
- **Parking:** The new development will eliminate the approximately 2,450 surface parking spaces, but authorizes a total of 3,400 spaces, including parking for the new residential units, parking for the non-residential space, and partial replacement of parking spaces for mall customers.

- **Affordable Housing:** At buildout, 20% of all housing built will be affordable. The developer can satisfy 20% requirement in any combination of the following options: (1) Transferring up to three development parcels, at no cost, to the MOHCD or an Affordable Housing Developer for the construction of 100% Affordable Units; (2) Constructing on-site Inclusionary Units within market-rate units; (3) Paying the Stonestown Affordable Housing In-Lieu Fee.
- **Streetscape Improvements:** The project will enhance multimodal connectivity and pedestrian safety through streetscape improvements. The developer will maintain publicly accessible private streets at no cost to the City.
- **Rolph Nicol Jr. Playground:** As part of the first phase of the project, the developer will improve Rolph Nicol Jr. Playground. The improvements will include two new accessible paths connecting the Rolph Nicol Jr. Playground main entrance to project open space, grading and drainage, and new landscaping. The developer will also make a \$1 million cash contribution to the SF Recreation and Park for any additional improvements.

Development Agreement Key Provisions: Continued

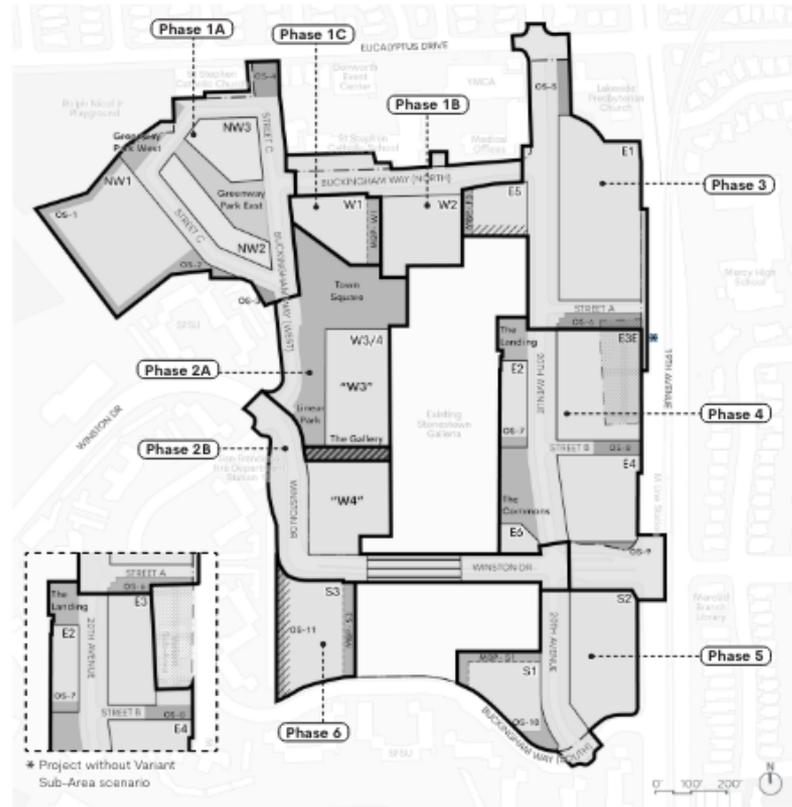
8

- **Open Space:** The project will provide about 6 acres of publicly accessible private open space. The developer will construct, operate, and maintain the open space at no cost to the City.
- **East/West Connections:** To enhance connectivity to the existing mall, the project will provide two access routes for pedestrians through the mall between 6am- 1am, seven days a week.

- According to the Development Agreement (DA), the project is expected to be built in 6 phases, as outlined below. The DA recognizes that the developer can't guarantee the exact timing of phases. Such decisions will depend on several factors that are not within the developer's or the City's control, such as market demand and absorption rate, interest rates, financing availability, competition, etc.
- The following page shows a map of the project phasing.

Project Phasing Plan Map

Exhibit x.1
STONESTOWN
 PHASING PLAN



- Legend**
- Phases
 - Stonestown Galleria
 - Variant Sub-Area Property
 - The Gallery may either be in Phase 2A or 2B as set forth in the Phasing Plan
 - Winston Drive Underpass (Mall air parcel not included as part of Project)
 - Open Spaces and Mid-block Passage
 - Alternate location of Mid-block Passage
 - OS - # Secondary Open Space
 - MBP - # Mid-block Passage

- The project is expected to affect the local economy in a number of ways.
 1. The development process will create construction jobs and generate positive multiplier effects throughout the economy.
 2. Upon completion, the construction of the new housing units will put downward pressure on housing prices across the city.
 3. Similarly the addition of the new non-residential space will reduce rents in office and retail markets, and expand employment.
 4. The loss of surface parking spaces, and the development of the new housing units, are likely to affect retail sales at the existing mall property.

1. Construction Spending

12

- According to the DA, the project is expected to be built in 6 phases, as outlined in the phasing map on page 10. The OEA assumes phases 1-3 construction spending will occur over the first 15 years, whereas phases 4-6 will happen over the last ten years of the 25-year term.
- The OEA estimates that total construction spending (including soft costs) will be about \$1.6 billion.
- The residential construction spending share will be \$1.4 billion, while the non-residential share is about \$104 million. The remaining \$89 million will be in soft cost spending in the city.

2. Effect of New Housing on Prices and Affordability

13

- An increase in the housing supply will put downward pressure on residential asking rents and home prices in the city. The housing prices could decrease by 1.3%.
- Increasing the number of subsidized affordable housing units will particularly benefit low- and moderate-income households, who generally face higher housing burdens than higher-income households in the city. Based on the OEA's prior research, we estimate that the subsidy is about \$7,690 per unit annually. This amounts to \$640 savings in monthly rent (or mortgage payments) for a family occupying an affordable unit.
- At the 20% affordability limit for the project, the 687 affordable units could reduce housing payments by as much as \$5.4 million annually for the households who occupy these units.

3. Effect of Non-Residential Space on Jobs

14

- At build-out, the Stonestown project is expected to increase employment potential by 901 jobs.
- Office employment will increase by 403 jobs, retail employment by 435, and childcare employment by 63.
- The above job gains are direct and are on a permanent basis. These job gains will be in addition to any temporary gains during the project's construction phases.

4. Effect of Eliminated Parking Spaces on the Mall

15

- The development agreement limits the total number of parking spaces at 4,861. A maximum of 3,400 of these spaces is permitted to serve the new residential units.
- It is likely that designating the new parking spaces for residential use would be more valuable to the developer than providing them as replacement parking for the mall. Accordingly, we assume that the number of spaces assigned to the residential units will be close to the maximum permitted.
- If so, this would represent a substantial loss of parking available for mall customers. This loss of parking spaces is likely to depress retail sales at the mall, although parking is currently under-utilized, and the decline in sales should be less than proportional to the loss of parking.
- For some retailers, the new residential units will make up for any demand lost by the redevelopment of the surface parking.

- The OEA uses the REMI model to produce quantitative estimates of the economic impacts of new development.
- Using REMI and the assumptions discussed on the previous pages, we project that the proposed project will generate a net positive impact on the city's economy.
- On average, over the twenty-year forecast period, citywide employment is expected to be 870 larger than it would have been without the project.
- Most sectors of the city's economy would participate in the growth, with the exception of retail trade, which would see little to no increase.
- The city's GDP is projected to be \$228 million larger, on average. Housing prices, relative to the U.S., would decline by 0.2%

Asim Khan, Ph.D., Senior Economist

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Ted Egan, Ph.D., Chief Economist

ted.egan@sfgov.org



PLANNING COMMISSION RESOLUTION NO. 21564

HEARING DATE: May 9, 2024

Click on this page to be forwarded to the Legislative Research Center to view the entirety of this voluminous file.

Record No.: 2021-012028DVA
Project Address: 3251 20th Avenue
Existing Zoning: C-2, RH-1(D), RM-1
Height-Bulk: 40-X, 65-D
Proposed Zoning: Stonestown Special Use District
Proposed Height: 30/190-ST
Block/Lot: 7295/002, 004, 006, 007, 035, 037, 038; 7296/005, 006, 007, 008, 009, 010
Project Sponsor: Christie Donnelly, Brookfield Properties – (415) 593-4221
685 Market St., Suite 500
San Francisco, CA 94105

Staff Contact: Patrick Race – (628) 652-7461
patrick.race@sfgov.org

RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND BROOKFIELD PROPERTIES FOR A CERTAIN REAL PROPERTY GENERALLY BOUNDED BY EUCALYPTUS DRIVE AND BUCKINGHAM WAY TO THE NORTH, 19TH AVENUE TO THE EAST, BUCKINGHAM WAY TO THE SOUTH, FOR A 35-YEAR TERM AND ADOPTING VARIOUS FINDINGS, INCLUDING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1

WHEREAS, Chapter 56 of the San Francisco Administrative Code sets forth the procedure by which a request for a development agreement will be processed and approved in the City and County of San Francisco; and

WHEREAS, on April 23, 2024, Mayor Breed and Supervisor Myrna Melgar introduced a proposed Ordinance under Board of Supervisors (hereinafter “Board”) File Number 24-0410 which would amend the Planning Code to establish the Stonestown Mixed-Use District (SMU), Stonestown Special Use District (SUD), Stonestown Mixed-Use Height and Bulk District (HBD), and Stonestown Special Sign District (SSD); amend Zoning Map ZN13 and Height Map HT13; and establish and Special Use District Map SU13, for the Assessor’s Blocks and Lots as listed above.

WHEREAS, the Planning Code and Zoning Map Amendments would enable the development of the Stonestown Development Project (“Project”). Brookfield Properties (“Project Sponsor”) is the owner of the roughly 43-acre site. The site is comprised of an 11-acre shopping center (Stonestown Galleria), 27 acres of surface parking lots and operational uses, 3 acres of existing privately-owned streets, and 2 acres of public right of way. The Stonestown Development Project is located immediately northeast of San Francisco State University, bounded roughly by 19th Avenue to the east, Buckingham Way to the south and west, and Rolph Nicol Jr. Playground and Eucalyptus Drive to the north.; and

Click on this page to be forwarded to the Legislative Research Center to view the entirety of this voluminous file

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO

AND WHEN RECORDED MAIL TO:

Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

(Exempt from Recording Fees Pursuant to
Government Code Section 27383)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

**STONESTOWN NW PARCEL LLC, A DELAWARE LIMITED LIABILITY
COMPANY, STONESTOWN SHOPPING CENTER, L.P., A DELAWARE LIMITED
PARTNERSHIP, AND STONESTOWN ANCHOR ACQUISITION, L.P, A DELAWARE
LIMITED PARTNERSHIP (COLLECTIVELY, “DEVELOPER”)**

FOR THE STONESTOWN DEVELOPMENT PROJECT

Block 7295 Lot 035
Block 7295 Lots: 006 and 007
Block 7295 Lot 037
Block 7295 Lot 038
Block 7295 Lot 004
Block 7296 Lot 005
Block 7296 Lot 006
Block 7296 Lot 007
Block 7296 Lot 008
Block 7296 Lot 009
Block 7296 Lot 010



STONESTOWN DEVELOPMENT PROJECT

BUDGET & FINANCE COMMITTEE



**San Francisco
Planning**

 SAN FRANCISCO
OFFICE OF ECONOMIC &
WORKFORCE DEVELOPMENT

July 10, 2024

Proposed Actions at Budget & Finance Committee

- Ordinance approving a Development Agreement (BOS File No. 240410)
- Resolution of Intention to form Enhanced Infrastructure Financing District (EIFD) (BOS File No. 240681)
- Ordinance Amending the Administrative Code regarding the Public Financing Authority (PFA) (BOS File No. 240638)

Prior Approvals

Boards and Commissions:

- Planning Commission on 5/9/24
- Recreation and Parks Commission on 5/9/24 and 5/16/24
- Municipal Transportation Agency Board on 5/21/24
- Public Utilities Commission on 5/28/24
- Capital Planning Committee on 6/24/24

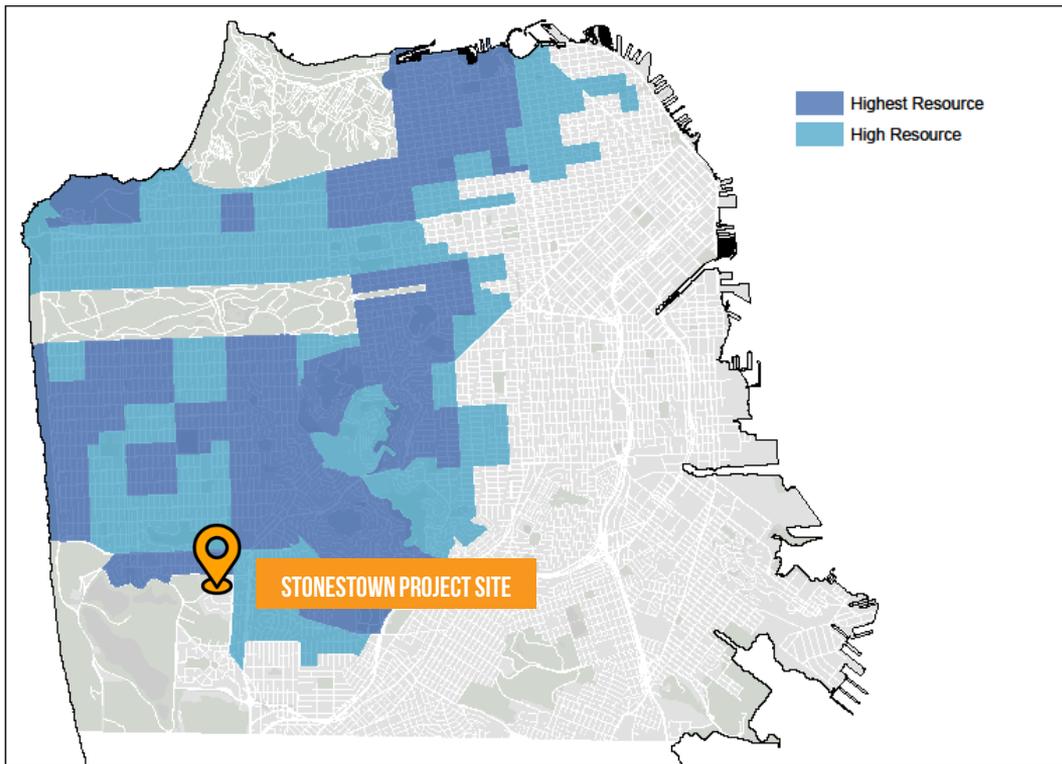
Board of Supervisors

- Considered by Land Use & Transportation Committee on 7/8/24

PROJECT OVERVIEW



Housing on San Francisco's West Side



Well-Resourced Neighborhoods: State Department of Housing and Community Development
SAN FRANCISCO



- The Stonestown project site is adjacent to well-resourced neighborhoods on the City's west side.
- Given the City's housing goals, and the site's proximity to transportation, open space and neighborhood amenities, the Stonestown site is well suited for housing development.
- The proposed project is included in the Sites Inventory of the 2022 Housing Element

A TRANSFORMATIVE OPPORTUNITY



Stonestown Galleria

Ingleside Terraces

Lakeside

SFSU Campus

Parkmerced

Brave Church

Lowell High School

Lakeside Presbyterian Church

Rolph Nicol Jr. Playground

St. Stephen Catholic School

YMCA

St. Stephen Catholic Church

19th Avenue

20th Avenue

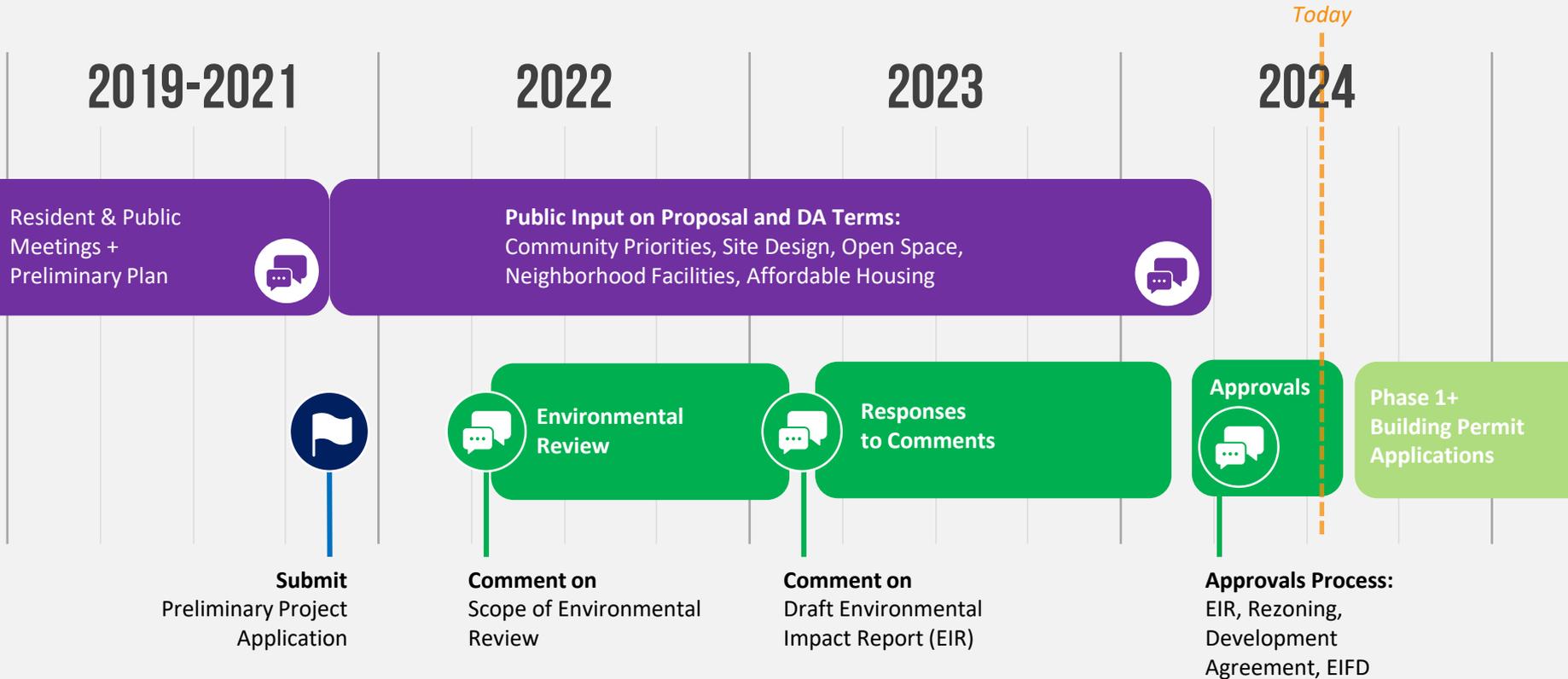
Buckingham Way

Merced Manor

Process and Timeline



Opportunities for Public Input



Outreach and Engagement

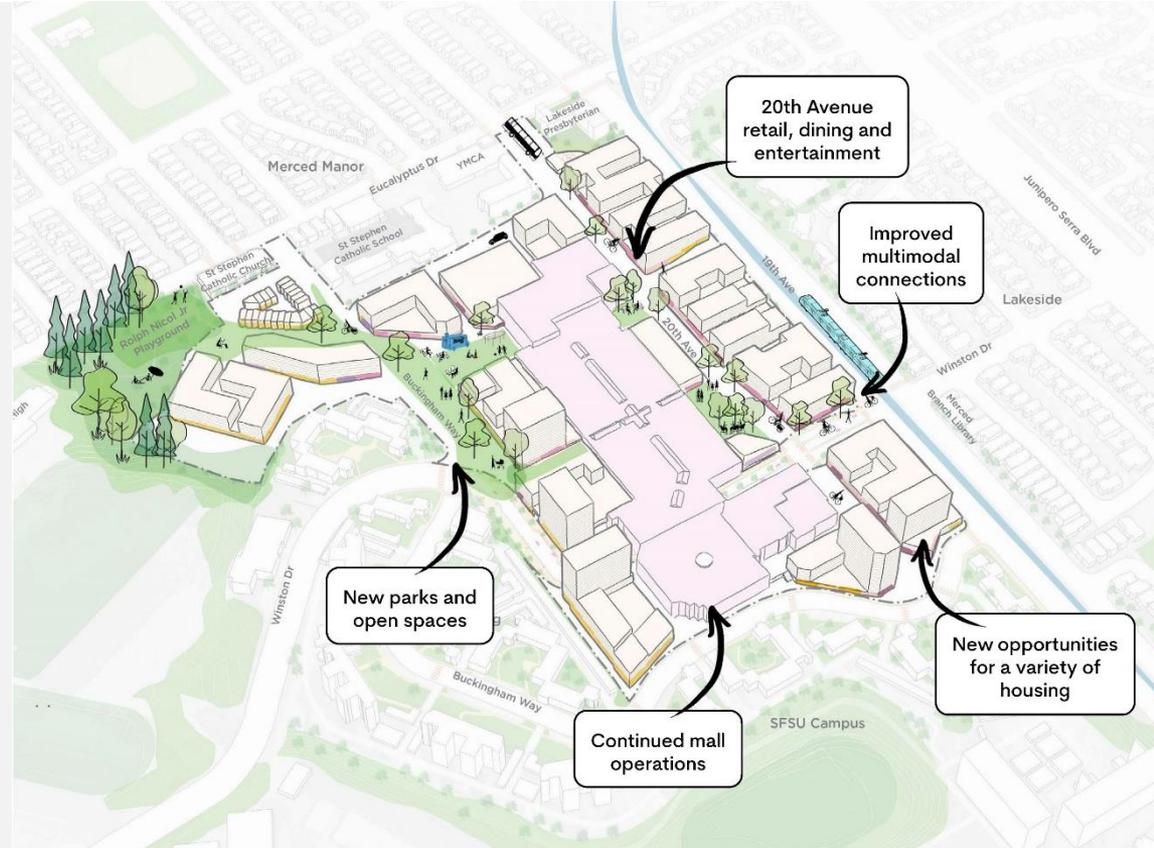
- 8 Public Workshops (600+ attendees).
- 14 Community Working Group Meetings.
- 2,000+ Neighbor Conversations (email, phone, in-person).
- 15,000+ Website visitors.
- 250+ Hours of in-person and zoom office hours.
- Project responded with increased density, reappropriating height, and traffic mitigations.



Project Overview Major Elements

Transforming surface parking lots into a residential neighborhood

- 3,500 new residential units from 3-18 floors, and up to 5 towers.
- Nearly 6 acres of publicly accessible parks and plazas.
- New retail main street on 20th Avenue.
- New safe, accessible bike and pedestrian pathways, and multimodal connections.
- Underground and above ground parking.



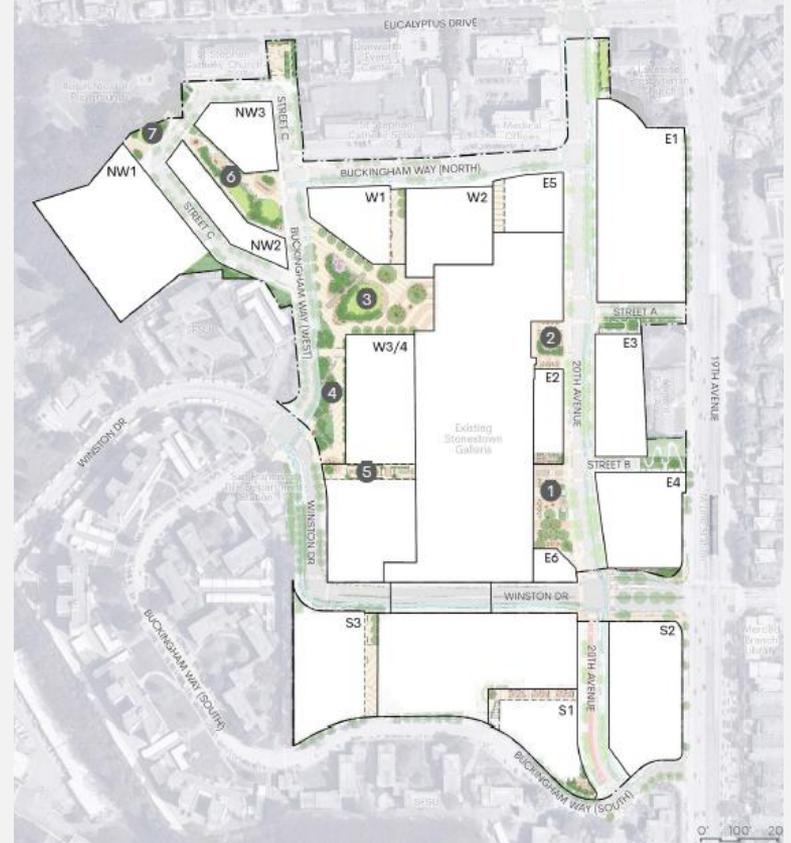
DEVELOPMENT AGREEMENT KEY TERMS



Development Agreement Key Terms

Parks and Open Space

- 6 acres of new publicly accessible open spaces:
 - Greenway Park
 - Plazas including Farmers Market plaza
 - Mid-block pedestrian connections throughout site
- Improvements to Rolph Nicol Jr. Playground.
- \$1M contribution to Rec Park for future park improvements.



Development Agreement Key Terms

Affordable Housing

- Affordable housing equaling 20% of all units.
- Obligation can be met through three methods:
 - Constructing inclusionary onsite units within market rate buildings
 - Donating up to three parcels for 100% affordable housing
 - Paying an affordable housing in-lieu fee on up to 390 units
- Senior Village – Option to convey Parcel E5 to the City for 100% affordable senior housing project.
- Prioritize in-lieu fees to support SFSU Educator Village, and 100% affordable housing within 2 miles of the site.



Development Agreement Key Terms

Street Redesign and Transportation

- Fully redesigned street network.
- Pedestrian-focused design including 20th Ave retail corridor and improved walking connections.
- 2-way protected bikeways.
- New utilities and green infrastructure.
- Bus priority measures, new Muni easement, transit only lane, and two transit operator restrooms.
- Transportation Demand Management (TDM) plan with ongoing monitoring.
- Project contributes ~\$50M in transportation fees.



Mall main entry at Winston Drive (existing)



Winston Drive (proposed)

Development Agreement Key Terms

Community Facilities

Child Care Facility

- New 7,500 sq ft onsite child care facility (or two 4,000 sq ft facilities).
- Space for 100 children and adjacent outdoor space.
- Nonprofit provider with partially subsidized rent.
- At least 15% would be affordable to low-income households.

Senior Center

- New 7,000 sq ft onsite senior center.
- Provided prior to demolition of the existing YMCA senior center annex.
- Rented to a nonprofit operator for \$1 per year.



Development Agreement Key Terms

Workforce and Economic Benefits

Workforce Agreement

- First Source Hiring for Construction and Operations.
- Local Hiring for work in public streets and park.
- Local Business Enterprise obligations, including 10% Micro-LBE goal.
- Prevailing wage for all public works contracts.

Economic Impact

- ~800 jobs in San Francisco annually, during project development.
- Direct project impact estimated at >1,000 permanent jobs and >\$325M per year in San Francisco.

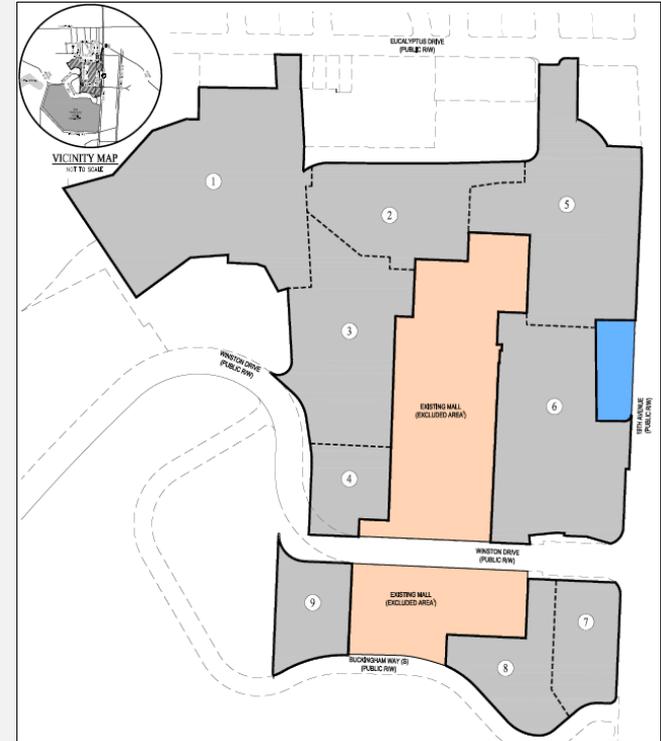


ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD)



EIFD Summary

- EIFD is a state-authorized public financing tool that pledges incremental property taxes within a specific geographic area to fund public capital facilities related to the development in the district.
- Resolution of Intention (ROI) initiates the EIFD formation process.
- The Public Financing Authority (PFA) is the governing body of the EIFD and oversees drafting and implementation of Infrastructure Financing Plan (IFP).
- IFP comes back to the Board of Supervisors for final approval before EIFD formation, estimated Q1 2025.



Why an EIFD at Stonestown

- Like many projects, Stonestown is not currently financially feasible given today's economics, including construction costs and interest rates.
- Additionally, Stonestown has unique costs due to significant new infrastructure, replacement parking, and construction at an operating mall.
- EIFD harnesses net new tax revenue generated by the project to support the project's cost of infrastructure, which is otherwise difficult to finance.
- EIFD significantly improves the project's economics, resulting in a project that can commence construction of much needed housing and associated community benefits sooner into the City's economic recovery.

EIFD Policy Compliance

- ✓ Large scale project with significant rezoning, extensive need for infrastructure, and IFD funding necessary for feasibility.
- ✓ Project results in a net fiscal benefit to General Fund after tax increment diversion.
- ✓ 50% of tax increment allocated to EIFD, remainder continues to flow to City.
- ✓ In compliance with policy that IFD debt payments will not exceed 5% of annual property tax revenue.
- ✓ Subject to ten year “use it or lose it” clause.

PUBLIC FINANCING AUTHORITY (PFA)



Ordinance Amending PFA in Administrative Code

- EIFD law requires the Public Financing Authority (PFA) to be the legislative body overseeing the EIFD and responsible for reviewing and implementing the IFP.
- The Board approved the creation of the PFA in 2023 during the formation of the Power Station EIFD, and all members have been seated.
- This Ordinance amends the administrative code to allow the existing PFA to oversee future EIFDs, including for Stonestown, where designated by the Board in the Resolution of Intention.



THANK YOU



San Francisco
Planning



SAN FRANCISCO
OFFICE OF ECONOMIC &
WORKFORCE DEVELOPMENT

MEMORANDUM OF UNDERSTANDING # STONESTOWN

Stonestown Mixed Use Project

THIS MEMORANDUM OF UNDERSTANDING (this "**MOU**") dated as of April 1, 2020, is made by and between the City and County of San Francisco, acting through its Office of Economic and Workforce Development ("**OEWD**"), and Stonestown Galleria JV LLC ("**Developer**") in connection with Developer's proposed Stonestown development project in San Francisco.

RECITALS

This MOU is made with regard to the following facts, intentions, and understandings:

A. Stonestown Shopping Center, L.P. ("**Owner**") is the owner of a 40-acre parcel of land in the Lakeside Neighborhood of San Francisco, located at 3251 20th Ave (the "**Site**"). The Site is currently used as a 1.3 million square foot retail shopping mall (the "**Existing Mall**") surrounded by approximately 3,000 surface parking spaces.

B. Developer is the limited partner and majority owner of Owner.

C. Developer now seeks to reuse the Site through a mixed-use development project ("**Project**") of new residential buildings, associated parking, and a network of open spaces connecting such buildings and parking areas and the Existing Mall. Developer has not yet filed for an environmental evaluation application with the Planning Department, which will contain a more specific basic project description. Developer and OEWD understand and agree that the Project may be refined and modified through the community and stakeholder review, environmental review, and planning processes.

D. Developer intends to apply for the approval of a special use district and planning code and zoning map amendments, and to negotiate for other City agreements related to workforce and other public benefits, including a Development Agreement. These agreements will require review and approval by the City's Planning Commission and Board of Supervisors, and may require approval of other City agencies.

E. The parties anticipate that a special use district ordinance and supplementary planning and design standards documents will establish the review and design guidelines and requirements for the Project, including the process by which the design of individual phases of the Project are approved by the City.

F. OEWD is currently working with Developer, as well as the City Attorney's Office and other City agencies, to determine the appropriate scope of all of the Project transaction and entitlement documents. This MOU is to provide a payment mechanism for Developer to reimburse OEWD and other City agencies (including the City Attorney's Office) for staff time and materials expended on any component of the Project.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OEWD and Developer agree to the following:

1. Negotiations and Entitlement Process. OEWD, working in close consultation with the Planning Department, shall act as the lead representative of the City in negotiating the substance of the proposed entitlement package (with design guidelines and requirements, project phasing, workforce requirements, transportation improvements, and other appendices) and any other transaction or approval documents (such documents shall be referred to as the “**Project Documents**”). OEWD shall consult with staff from affected City agencies, and such City agencies shall contribute personnel and staff time as may be directed by their respective directors or department heads and work with Developer and such City agencies on planning processes for the Project and the Project Documents. Following negotiations, all Project Documents shall be subject to review and approval of the Planning Commission, applicable City agencies, and the Board of Supervisors, each in their sole discretion.

2. Reimbursement of City Costs.

(a) Developer shall reimburse OEWD for the actual costs incurred by the City for all work associated with preparing, adopting or negotiating the Project Documents for the Project. Eligible costs shall include, without limitation, the (1) fees and expenses of the City Attorney’s Office staff at the rates charged by the City Attorney’s Office to third party outside developers from time to time, (2) actual fees and expenses of any outside counsel and third party consultants, advisors, and professionals (including, but not limited to, real estate appraisers), (3) actual costs related to public outreach and information, and (4) costs of staff time for the City agencies consulted in communication with the Project Documents, and may include costs incurred before the date of this MOU that have not been otherwise reimbursed. Eligible costs shall not include costs to the extent that those costs are paid or reimbursed through planning department or other project application fees. Before engaging any outside counsel or consultants, OEWD shall obtain Developer’s approval regarding the proposed engagement, which approval shall not be unreasonably withheld. OEWD shall be responsible for coordinating the billing of all City agencies as described in this section.

(b) OEWD will provide Developer with quarterly invoices, and OEWD will endeavor to provide those invoices within sixty (60) days of the expiration of each quarter. These invoices shall indicate the hourly rate for each OEWD or City staff member at that time, the total number of hours spent by each City staff member on the tasks during the invoice period, any additional costs incurred by the City and a brief non-confidential description of the work completed. OEWD will meet with Developer quarterly to discuss Project expenses. Developer understands that the detailed billing reports from the City Attorney’s Office are confidential. As a result, OEWD will review them for reasonableness and accuracy, but will provide to Developer only a summation of the hours billed per attorney during the invoiced period together with the applicable billing rates.

(c) The parties anticipate that OEWD and other City staff time to be reimbursed under subsection (a)(1)-(4) above, excluding the City Attorney's Office, shall not exceed \$250,000 per fiscal year based on following staffing (under a 40-hour work week): up to 30% of the OEWD Project Manager or Managers' time and the time of staff at other departments. See Appendix A for current billing rates. These rates are subject to change, provided however, OEWD will endeavor to provide at least thirty (30) days advance notice of any changes. Planning department costs incurred after the submission of an application for Environmental Evaluation, EIR, and Project Application will be billed to those application fees. Should those fees be exhausted, planning department costs will continue to be billed through associated cost recovery mechanisms, not this MOU, and are not limited by this MOU.

(d) Developer shall pay the invoiced amount within 45 calendar days after receipt from OEWD, and City shall have the right to suspend additional work on the Project until undisputed past due payments are made unless the parties reach agreement on the timing of additional payments to be made by Developer.

(e) If Developer in good faith disputes any portion of an invoice, then within 60 calendar days of receipt of the invoice, Developer shall provide written notice of the amount disputed and the reason for the dispute, and the parties shall use good faith efforts to reconcile the dispute as soon as practicable. Developer shall have no right to withhold the disputed amount. If any dispute is not resolved within 90 days of Developer's notice to City of the dispute, Developer may pursue all remedies at law or in equity to recover the disputed amount. Developer shall have no obligation to reimburse City for any cost that is not invoiced to Developer within twenty-four (24) months from the date the cost was incurred.

(f) If Developer submits an application for a development agreement, the parties may terminate this MOU and revise the payment mechanisms for the reimbursement of all City costs consistent with San Francisco Administrative Code Chapter 56.

3. City Limitation. Nothing in this MOU shall obligate OEWD or any other City department to expend funds or resources, nor shall anything in this MOU be construed as a limitation on any party's authority to contribute staff, funds or other resources to the processing, review and consideration of the Project. Nothing in this MOU shall limit the discretion to be exercised by City staff and City officials in connection with the Project.

4. No Liability; Termination. The parties are entering into this MOU in order to cooperate in negotiating the substance of an entitlement package with respect to the Project. The parties understand and agree that the City would not be willing to enter into this MOU if it could result in any liability or cost to the City. Accordingly, in the event that Developer believes that the City has violated any of the terms of this MOU, Developer's sole remedy arising from this MOU shall be to terminate this MOU. Developer shall be responsible for the eligible costs incurred by any of the City agencies before the termination notification. Notwithstanding anything to the contrary in this MOU, either party shall have the right to terminate this MOU at any time and for any reason without cost or liability by providing notice of termination to the other party, provided any such termination shall not relieve Developer of its reimbursement obligations for eligible costs incurred with respect to work performed before the date of termination.

5. City Discretion. Developer acknowledges and agrees that by entering into this MOU, OEWD is not committing itself or agreeing to approve any land use entitlements, including a "Proposition M" allocation, or undertake any other acts or activities relating to the subsequent independent exercise of discretion by the Planning Commission, the Board of Supervisors, the Mayor, or any other City agency, commission or department, and that the Project Documents and approvals are subject to the prior approval of the Planning Commission, the Board of Supervisors, and the Mayor (and perhaps other City agencies, as applicable), each in their sole and absolute discretion.

6. Assignment. Developer shall not assign its rights or obligations under this MOU without prior written consent of OEWD; provided, however, that Developer may assign its rights and obligations under this MOU to (i) an affiliate or subsidiary entity to which Developer transfers its fee interest in the Site; or (ii) to Owner, at any time with notice to but without the consent of OEWD. By accepting an assignment of this MOU, each assignee represents to OEWD that it has been authorized to work on the Project and perform its obligations under this MOU. In the event of any permitted assignment of this MOU, Developer shall remain liable for amounts due for eligible costs to the City hereunder before the date of assignment unless the assignee pays such amounts.

7. Environmental Review. The final project ultimately proposed by OEWD and Developer shall be subject to a process of thorough public review and input and all necessary and appropriate approvals; that process must include environmental review under CEQA before a City department, commission, or any other City decision-maker may consider approving a project; and the Project will require discretionary approvals by a number of government bodies after public hearings and environmental review. Nothing in this MOU commits, or shall be deemed to commit, the City or a City official to approve or implement any project, and they may not do so until environmental review of the Project as required under CEQA has been completed. Accordingly, all references to the "Project" in this MOU shall mean the proposed project as revised and subject to future environmental review and consideration by the City. When considering approval of the Project following completion of environmental review, City and any other public agency with jurisdiction over any part of the Project shall have the absolute discretion (within Constitutional limits) to (i) make such modifications to the Project as may be necessary to mitigate significant environmental impacts; (ii) select other feasible alternatives to avoid or substantially reduce significant environmental impacts; (iii) require the implementation of specific measures to mitigate any specific impacts of the Project; (iv) balance the benefits of the Project against any significant environmental impacts before taking final action if such significant impacts cannot otherwise be avoided; and (v) determine whether or not to proceed with the Project.

8. Notices. Unless otherwise indicated elsewhere in this MOU, all written communications sent by the parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To OEWD: Anne Taupier
Director of Development
c/o Theodore Conrad, Project Manager

Office of Economic and Workplace Development
City Hall, Room 448
One Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Phone: (415) 554-6614
Email: anne.taupier@sfgov.org and theodore.conrad@sfgov.org

To Developer: Courtney Pash
Senior Development Director
Brookfield Properties
875 Howard St, Suite 330
San Francisco, CA 94103
Phone: 415.593.4243
Fax: 415.836.5988
Email: Courtney.pash@brookfieldpropertiesdevelopment.com

With a copy to: Brookfield Properties
127 Public Square, Suite 3200
Cleveland, Ohio 44114
Attention: General Counsel

Brookfield Properties
350 N Orleans St., Suite 300
Chicago, IL 60654
Attention: General Counsel

And to: Mary Murphy
Gibson, Dunn & Crutcher LLP
555 Mission St
San Francisco, CA 94105
MGMurphy@gibsondunn.com

Any notice of default must be sent by electronic mail with a copy sent the same day by registered mail or overnight delivery through a nationally recognized overnight delivery service. All other notices may be sent by only electronic mail.

9. California Political Reform Act. The parties acknowledge that payments pursuant to this MOU from Developer to OEWD are payments to the City, not to any individual employee or officer of the City, and that the payments therefore are not "income" to any City employee or officer under the California Political Reform Act, California Government Code Section 81000, *et seq.*

10. Notification of Prohibition on Contributions. Developer acknowledges its obligations under Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from

making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or a candidate for that office, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date the contract is approved. Developer acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of one hundred thousand dollars (\$100,000) or more. Developer further acknowledges that (i) the prohibition on contributions applies to each prospective party to the contract; any person with an ownership interest of more than 10 percent (10%) in Developer; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Developer (each, an “**Affected Person**”); and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department with whom Developer is contracting is obligated to submit to the Ethics Commission the parties to the contract and any subcontractors. Additionally, Developer agrees to inform each such Affected Person of the requirements of this Section, and will provide the names of the Affected Persons to OEWD, the Planning Department, and the Clerk of the Board of Supervisors upon request.

11. No Conflict of Interest. Developer acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Developer becomes aware of any such fact during the term of this MOU, Developer shall immediately notify City.

12. No Joint Liability. Nothing in this MOU shall be construed as giving a party the right or ability to bind other parties and nothing in this MOU shall be construed to create any joint liability with regard to, or as a result of, the activities undertaken by any of the parties, their employees, officers and/or agents. All employees, officers and/or agents of a party shall remain employees, officers and/or agents of that party and shall be subject to the laws, procedures, rules and policies governing that party's employees, officers and/or agents.

13. Sunshine. Developer understands and agrees that under the City's Sunshine Ordinance (S.F. Administrative Code Chapter 67) and the State Public Records Law (Gov't Code section 6250 et seq.) apply to this MOU and any and all records and materials submitted to the City in connection with this MOU, unless an applicable exemption applies under the terms of such laws.

14. Miscellaneous. (a) This MOU may be modified only in writing and by mutual consent of all parties. (b) This MOU shall become effective when signed by all OEWD and Developer. It shall remain in effect until terminated in writing by either party. (c) There are no intended third party beneficiaries of this MOU. The parties acknowledge and agree that this MOU is entered into for their benefit and not for the benefit of any other party. (d) This MOU shall be governed by the applicable laws of California without regard to provisions regarding conflicts of laws. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the Superior Court of San Francisco. (e) This MOU contains all of the representations and

the entire agreement between the parties with respect to the subject matter of this MOU. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to such subject matter are superseded in total by this MOU. (f) This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed to be one original. The parties agree to accept facsimile (including by means of “DocuSign” or similar e-signature programs) or “pdf” signatures as originals.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this MOU on the date set forth herein.

City:

City and County of San Francisco, a
municipal corporation, acting by and through its
Office of Economic and Workforce Development

DocuSigned by:

1A8C561620854D6...

By: _____
Joaquin Torres, Director

Developer:

Stonestown Galleria JV LLC, a Delaware limited liability company
By: Brookfield Properties Development LLC, its agent

DocuSigned by:

4FF58C51F7A8443...

By: _____
Jack Sylvan, Senior Vice President

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

DocuSigned by:

F88BB51D620E49A...

By: _____
Eileen K. Chauvet, Deputy City Attorney

Appendix A

OEWD / Other City Staff – Billing Rates

OEWD Project Manager - \$158/hour

Deputy City Attorney – actual rates charged to developers, currently between \$500 and \$600/hour, depending on the attorney

These are rates effective October 2020. All rates are subject to change; provided however, such changes will be consistent with what the OEWD charges other developers in the ordinary course of the OEWD's operations for projects within the jurisdiction of the OEWD.

From: [Siobhan O'Sullivan](#)
To: [Carroll, John \(BOS\)](#); [Jalipa, Brent \(BOS\)](#)
Cc: [Daniel Gregg](#); [Sean McGarry](#)
Subject: Support of Stonestown Development Project
Date: Wednesday, July 3, 2024 1:35:59 PM
Attachments: [SCarpenters24070314250.pdf](#)

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Mr. Carroll & Mr. Jalipa,

Attached please find a letter of support for the Stonestown Development project.

Siobhan

Clerical

Carpenters Local 22

----- Forwarded Message -----

Subject: Message from Carpenters Local #22
Date: Wed, 03 Jul 2024 14:25:06 -0700
From: scanner@nccrc.org
Reply-To: scanner@nccrc.org
To: sosullivan@local22.org



United Brotherhood of Carpenters and Joiners of America

LOCAL UNION NO. 22

July 3, 2024

Honorable Myrna Melgar
Chair, Land Use and Transportation Committee
San Francisco Board of Supervisors
1 Dr. B. Carlton Goodlett Place
San Francisco, CA 94103

Sent via email to: john.carroll@sfgov.org; brent.jalipa@sfgov.org

RE: Support of Stonestown Development Project

Dear Chair Melgar and members of the San Francisco Land Use & Transportation Committee:

The members of Nor Cal Carpenters Local Union 22 in San Francisco and surrounding Bay Area strongly support the proposed Stonestown Development Project. Carpenters Local Union 22 was initially chartered in 1882 and has been an integral part of San Francisco culture, community, and the construction of this beautiful city for over a century. The Stonestown Development Project will create severely needed Union construction jobs that pay living wages and benefits and provide opportunity for local apprentices, including women and minorities, to begin or continue their career in the construction industry. Moving this project forward will allow the proposed development to sustain these benefits to the community, the city and labor.

San Francisco has become increasingly unaffordable to newcomers and long-time residents alike through a long-term trend of creating insufficient quantities of housing. The Stonestown Development Project proposes 3,500 desperately needed residential units which will significantly increase the housing supply in San Francisco. This particular development has the unique potential to build significant housing for San Francisco and create opportunity for construction workers to advance their career in the industry. Projects like Stonestown often involve a variety of construction techniques ranging from framing and structural work to fine finishing and cabinetry. This diversity allows carpenters to work on different aspects of construction, helping them to hone existing skills and learn new techniques. The complexity and scale of a project like Stonestown can also provide opportunities for Carpenters to specialize further, whether in traditional woodcraft or in newer, sustainable building practices.

Right now, we are emerging from a global pandemic and a significant downturn in the economy. Construction is the second largest industry in the world, behind healthcare. It is important that we support developments like the Stonestown Development Project that in turn supports labor and the community. Nor Cal Carpenters Local Union 22 is excited about the future of Stonestown, which has the potential to exist as a vibrant San Francisco community and we ask that the Board to support the development as well. Thank you for your time and service in moving this project forward.

Sincerely,

Sean McGarry
Senior Field Representative
Carpenters Local Union 22

cc: The Honorable Aaron Peskin, Board President and Supervisor, District 3
The Honorable Dean Preston, Supervisor, District 5

sko/opeiu29/afl-cio

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From: [Corey Smith](#)
To: [Chan, Connie \(BOS\)](#); [Stefani, Catherine \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Engardio, Joel \(BOS\)](#); [Preston, Dean \(BOS\)](#); [Dorsey, Matt \(BOS\)](#); [Melgar, Myrna \(BOS\)](#); [Mandelman, Rafael \(BOS\)](#); [Ronen, Hillary \(BOS\)](#); [Walton, Shamann \(BOS\)](#); [Safai, Ahsha \(BOS\)](#)
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Subject: Stonestown Project Supporters
Date: Monday, July 8, 2024 9:04:01 AM
Attachments: [Stonestown Supporters 7.8.2024.xlsx](#)

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Members of the SF Board of Supervisors,

On behalf of the Housing Action Coalition, SF YIMBY, and GrowSF, please see the attached [petitions signers supporting the new homes proposed at Stonestown](#).

While the public hearings can be difficult for some to attend, please consider their support while evaluating this project.

Respectfully,
Corey Smith
Executive Director, Housing Action Coalition

--

Corey Smith 陈锐 | Pronouns: He/Him

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Arjuna	Alaganar	arjuna.alaganar@gmail.com	San Francisco	94112
Kelsey	Jonat	kelsey.jonat@gmail.com	San Francisco	94112
Nelly	Mack	nellymack82@gmail.com		
Milton	Diaz Bohorquez	miltonbohorquez11@gmail.com		
Holly	Zhou	h.zhou@live.ca	San Francisco	94131
Carolyn	Chang	carolynchang85@gmail.com	San Francisco	94122
Parag	Gupta	parag@paraggupta.org	San Francisco	94122
Rebecca	Stamey-White	stameywhite@gmail.com	San Francisco	94122
crys	Battle	crystal7battle@gmail.com		
Paul	Dravis	paul@dravis.net	San Francisco	94116
Andrea	Kopitz	webcam.genomes.0p@icloud.com	San Francisco	94133
Nh? Ý	Nguyen	ynguyen8401@gmail.com		
Jep	Castelein	jepcastelein@gmail.com	San Francisco	94122

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

MEMORANDUM

Date: May 1, 2024
To: Planning Department/Planning Commission
From: John Carroll, Assistant Clerk, Land Use and Transportation Committee
Subject: Board of Supervisors Legislation Referral - File No. 240410
Development Agreement - Stonestown NW Parcel LLC, Stonestown Shopping Center, L.P.,
and Stonestown Anchor Acquisition, L.P - Stonestown Development Project - Waiver of
Various Municipal Code Provisions

- California Environmental Quality Act (CEQA) Determination
(*California Public Resources Code, Sections 21000 et seq.*) CEQA Clearance under Final Environmental Impact Report certified
by the San Francisco Planning Commission on May 9, 2024 (M-21559).
 - Ordinance / Resolution
 - Ballot Measure5/13/2024

- Amendment to the Planning Code, including the following Findings:
(*Planning Code, Section 302(b): 90 days for Planning Commission review*)
 - General Plan
 - Planning Code, Section 101.1
 - Planning Code, Section 302

- Amendment to the Administrative Code, involving Land Use/Planning
(*Board Rule 3.23: 30 days for possible Planning Department review*)

- General Plan Referral for Non-Planning Code Amendments
(*Charter, Section 4.105, and Administrative Code, Section 2A.53*)
(Required for legislation concerning the acquisition, vacation, sale, or change in use of City property;
subdivision of land; construction, improvement, extension, widening, narrowing, removal, or
relocation of public ways, transportation routes, ground, open space, buildings, or structures; plans for
public housing and publicly-assisted private housing; redevelopment plans; development agreements;
the annual capital expenditure plan and six-year capital improvement program; and any capital
improvement project or long-term financing proposal such as general obligation or revenue bonds.)

- Historic Preservation Commission
 - Landmark (*Planning Code, Section 1004.3*)
 - Cultural Districts (*Charter, Section 4.135 & Board Rule 3.23*)
 - Mills Act Contract (*Government Code, Section 50280*)
 - Designation for Significant/Contributory Buildings (*Planning Code, Article 11*)

Please send the Planning Department/Commission recommendation/determination to John Carroll at
john.carroll@sfgov.org.

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NOTICE OF PUBLIC HEARINGS

BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

NOTICE IS HEREBY GIVEN THAT the Board of Supervisors of the City and County of San Francisco's Land Use and Transportation Committee and Budget and Finance Committee will each hold a public hearing to consider the **Stonestown Development Project** and said public hearings will be held as follows, at which time all interested parties may attend and be heard:

LAND USE AND TRANSPORTATION COMMITTEE

Date: Monday, July 8, 2024

Time: 1:30 p.m.

Location: Legislative Chamber, Room 250, located at City Hall
1 Dr. Carlton B. Goodlett Place, San Francisco. CA 94102

File No. 240409. Ordinance amending the Planning Code and the Zoning Map to establish the Stonestown Mixed-Use District (SMD), Stonestown Special Use District (SUD), Stonestown Mixed-Use Height and Bulk District (HBD), and Stonestown Special Sign District (SSD), all generally bounded by Eucalyptus Drive and Buckingham Way to the north, 19th Avenue to the east, Buckingham Way to the south, and Buckingham Way to the west, with the SSD including the Stonestown Galleria Mall and the SMD, SUD, and HBD excluding the mall; abolishing an approximately 15-foot legislated setback on the west side of 19th Avenue between Eucalyptus Drive and Buckingham Way; making findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and making findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 240575. Ordinance amending the General Plan to revise the Urban Design Element, the Commerce and Industry Element, and the Land Use Index to reflect the Stonestown Development Project; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and adopting findings of public necessity, convenience, and welfare under Planning Code, Section 340.

For any questions about this hearing, please contact the Assistant Clerk for the Land Use and Transportation Committee:

John Carroll (john.carroll@sfgov.org) ~ (415) 554-4445)

NOTICE OF PUBLIC HEARINGS

Stonestown Development Project

Hearing Dates: July 8, 2024 (LUT) & July 10, 2024 (BFC)

Page 2

BUDGET AND FINANCE COMMITTEE

Date: Wednesday, July 10, 2024

Time: 10:00 a.m.

Location: Legislative Chamber, Room 250, located at City Hall
1 Dr. Carlton B. Goodlett Place, San Francisco. CA 94102

File No. 240410. Ordinance approving a Development Agreement between the City and County of San Francisco and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P, a Delaware limited partnership, for the Stonestown Development Project at the approximately 30-acre site generally bounded by 19th Avenue to the east, Buckingham Way to the south and west, and Rolph Nicol Jr. Playground and Eucalyptus Drive to the north, in the southwest part of San Francisco, including affordable and market rate housing and approximately six acres of open space; making findings under the California Environmental Quality Act; and making findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b), and findings of public convenience, necessity, and welfare under Planning Code, Section 302; and confirming compliance with or waiving certain provisions of the Planning Code, Administrative Code, Subdivision Code, Campaign and Governmental Conduct Code, and Public Works Code, and ratifying actions taken and authorizing future actions to be taken in connection with the Development Agreement.

The Stonestown Development Project is located at the approximately 30-acre site generally bounded by 19th Avenue to the east, Buckingham Way to the south and west, and Rolph Nicol Jr. Playground and Eucalyptus Drive to the north, in the southwest part of San Francisco. The project will include up to approximately 3,500 residential units with a requirement that 20% of the total units be affordable. The project will also provide approximately six acres of new publicly accessible open space, improvements to Rolph Nicol Jr. Playground, new streets, sidewalks, and bicycle facilities, a new childcare center, and a new senior center.

For any questions about this hearing, please contact the Assistant Clerk for the Budget and Finance Committee:

Brent Jalipa (brent.jalipa@sfgov.org ~ (415) 554-7712)

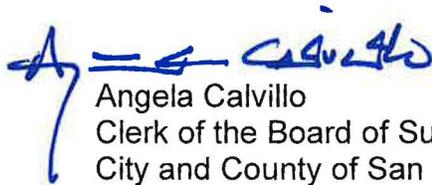
NOTICE OF PUBLIC HEARINGS

Stonestown Development Project

Hearing Dates: July 8, 2024 (LUT) & July 10, 2024 (BFC)

Page 3

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearings on these matters may submit written comments. These comments will be added to the official public record in the matter and shall be brought to the attention of the Board of Supervisors. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA, 94102 or sent via email (bos@sfgov.org). Information relating to this matter is available with the Office of the Clerk of the Board or the Board of Supervisors' Legislative Research Center (<https://sfbos.org/legislative-research-center-lrc>). Agenda information relating to these matters will be available for public review on Friday, July 5, 2024.



Angela Calvillo
Clerk of the Board of Supervisors
City and County of San Francisco

jec:vy:ams

BOARD of SUPERVISORS



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1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

PROOF OF MAILING

Legislative File No. 240409, 240575, 240410

Description of Items: 161 Notices

Planning Code, Zoning Map - Stonestown Mixed Use District, Special Use District, Height and Bulk District, Special Sign District

General Plan - Stonestown Development Project

Development Agreement - Stonestown NW Parcel LLC, Stonestown Shopping Center, L.P., and Stonestown Anchor Acquisition, L.P - Stonestown Development Project - Waiver of Various Municipal Code Provisions

I, John Carran, an employee of the City and County of San Francisco, mailed the above described document(s) by depositing the sealed items with the United States Postal Service (USPS) with the postage fully prepaid as follows:

Date: June 27th, 2024

Time: 8:30 a.m. 4:05 PM

USPS Location: Repro Pick-up Box in the Clerk of the Board's Office (Rm 244)

Mailbox/Mailslot Pick-Up Times (if applicable): N/A

Signature: 

Instructions: Upon completion, original must be filed in the above referenced file.

067-095-020	CROLLS INVESTMENTS LLC
067-097-080	DEXTER GREG DEXTER GREG ET AL
067-101-020	FOSTER KEVIN J FOSTER BRYAN F & NANCY G
067-101-180	WALLEY GEORGE L III & ROBERT S
067-105-020	DE COLINGNY PATRICIA R C/O PATRICIA TAIMAN
067-105-110	GRIFFIS ROBERT P
067-116-080	NOHELLA JOHN C/O SONG JA DAY
067-117-040	CARDINALE LOUIS C/O JUSTINE NUNAN
067-118-020	POPES CHARLOTTE D PO BOX 1854
067-124-070	DUNBAR SARA C/O N P SONNICHSEN/C A RUSSELL
067-129-020	SLEMMONS PAUL
067-133-030	LYDEARD ELIZA M C/O JOYCE BRECKINRIDGE
067-135-130	RIDDELL CHAS A ET AL C/O E A ELLIS
067-137-080	PALMER EDMUND C JR KELLNER MELVIN E
067-138-060	TENNLER RONALD W & EDWARD J
067-139-150	CHUNG N G C/O GARY E BOTTO TT
067-139-170	TENNLER RONALD W & EDWARD J

067-154-090	SOBRERO FRANK ROCK JOHN A ET AL C/O ELEANOR R CARPIAUX
067-173-010	BRINGHAM VIVIAN
067-175-070	JORDON JAS
067-175-210	SCHULZ HAROLD P & PAULA L ATTN: LOIS WINTERS
067-186-190	KOENIG LOUIS R & LESTER D

I certify under penalty of perjury that the foregoing is true and correct.

Sandie Amott
 San Mateo County Tax Collector/Treasurer

Executed at Redwood City, San Mateo County, California, on June 7th, 2024.

Published in Redwood City Tribune on June 28th, July 5th, and July 12th, 2024.

CNSB # 3821060

GOVERNMENT

NOTICE OF REGULAR MEETING
SAN FRANCISCO BOARD OF SUPERVISORS RULES COMMITTEE CITY HALL, LEGISLATIVE CHAMBER, ROOM 250 1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA 94102
 July 1, 2024 – 10:00 AM

The agenda packet and legislative files are available for review at <https://sfbos.org/legislative-research-center-irc>, in Room 244 at City Hall, or by calling (415) 554-5184.

EXM-3828261#

NOTICE OF REGULAR MEETING SAN FRANCISCO BOARD OF SUPERVISORS LAND USE AND TRANSPORTATION COMMITTEE CITY HALL, LEGISLATIVE CHAMBER, ROOM 250 1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA 94102
 MONDAY, JULY 1, 2024 - 1:30 PM

The agenda packet and legislative files are available for review at <https://sfbos.org/legislative-research-center-irc>, in Room 244 at City Hall, or by calling (415) 554-5184.

EXM-3828184#

NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

NOTICE IS HEREBY GIVEN THAT the Board of Supervisors of the City and County of San Francisco's Land Use and Transportation Committee and Budget and Finance Committee will each hold public hearings to consider the Stonestown Development Project and said public hearings will be held as follows, at which time all interested parties may attend and be heard:

LAND USE AND TRANSPORTATION COMMITTEE MONDAY JULY 8, 2024 - 1:30 PM
Legislative Chamber, Room 250, City Hall 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102
File No. 240409. Ordinance amending the Planning Code and the Zoning Map to establish the Stonestown

Mixed-Use District (SMD), Stonestown Special Use District (SUD), Stonestown Mixed-Use Height and Bulk District (HBD), and Stonestown Special Sign District (SSD), all generally bounded by Eucalyptus Drive and Buckingham Way to the north, 19th Avenue to the east, Buckingham Way to the south, and Buckingham Way to the west, with the SSD including the Stonestown Galleria Mall and the SMD, SUD, and HBD excluding the mall; abolishing an approximately 15-foot legislated setback on the west side of 19th Avenue between Eucalyptus Drive and Buckingham Way; making findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and making findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 240575. Ordinance amending the General Plan to revise the Urban Design Element, the Commerce and Industry Element, and the Land Use Index to reflect the Stonestown Development Project; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and adopting findings of public necessity, convenience, and welfare under Planning Code, Section 340.

For any questions about these hearings, please contact the Assistant Clerk for the Land Use and Transportation Committee: John Carroll (john.carroll@sfgov.org - (415) 554-4445)

BUDGET AND FINANCE COMMITTEE WEDNESDAY JULY 10, 2024 - 10:00 AM
Legislative Chamber, Room 250, City Hall 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102

File No. 240410. Ordinance approving a Development Agreement between the City and County of San Francisco and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership, for the Stonestown Development

Project at the approximately 30-acre site generally bounded by 19th Avenue to the east, Buckingham Way to the south and west, and Rolph Nicol Jr. Playground and Eucalyptus Drive to the north, in the southwest part of San Francisco, including affordable and market rate housing and approximately six acres of open space; making findings under the California Environmental Quality Act; and making findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b), and findings of public convenience, necessity, and welfare under Planning Code, Section 302; and confirming compliance with or waiving certain provisions of the Planning Code, Administrative Code, Subdivision Code, Campaign and Governmental Conduct Code, and Public Works Code, and ratifying actions taken and authorizing future actions to be taken in connection with the Development Agreement.

The Stonestown Development Project is located at the approximately 30-acre site generally bounded by 19th Avenue to the east, Buckingham Way to the south and west, and Rolph Nicol Jr. Playgroud and Eucalyptus Drive to the north, in the southwest part of San Francisco. The project will include up to approximately 3,500 residential units with a requirement that 20% of the total units be affordable. The project will also provide approximately six acres of new publicly accessible open space, improvements to Rolph Nicol Jr. Playgroud, new streets, sidewalks, and bicycle facilities, a new childcare center, and a new senior center.

For any questions about this hearing, please contact the Assistant Clerk for the Budget and Finance Committee: Brent Jalpa (brent.jalpa@sfgov.org - (415) 554-7712)
 In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearings on these matters may submit written comments. These comments will be added to the official public record in the matter and shall be brought to the attention of the Board of Supervisors. Written comments should be addressed to Angela Calvillo,

Clerk of the Board, City Hall 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA, 94102 or sent via email (bos@sfgov.org). Information relating to this matter is available with the Office of the Clerk of the Board or the Board of Supervisors' Legislative Research Center (https://sfbos.org/legislative-research-center-irc). Agenda information relating to these matters will be available for public review on Friday, July 5, 2024.
 Angela Calvillo - Clerk of the Board of Supervisors - City and County of San Francisco
EXM-3828163#

BULK SALES

NOTICE TO CREDITORS OF BULK SALE

(SECS. 6104, 6105 U.C.C. & B & P 24073 et seq.)

Notice is hereby given to creditors of the within named seller that a sale that may constitute a bulk sale has been or will be made. The individuals, partnership, or corporate names and the business addresses of the seller are: Noodleosophy, LLC 41 E. 4th Ave., San Mateo, CA 94401 The individuals, partnership, or corporate names and the business addresses of the buyer are: Macho Burger San Mateo LLC 41 E. 4th Ave., San Mateo, CA 94401 As listed by the seller, all other business names and addresses used by the seller within three years before the date such list was sent or delivered to the buyer are: NONE KNOWN The assets sold or to be sold are described in general as: ALL FURNITURE, FIXTURES, EQUIPMENT, GOODWILL, LEASE, LEASEHOLD IMPROVEMENTS & ALL OTHER ASSETS OF THE BUSINESS KNOWN AS: Noodleosophy AND ARE LOCATED AT: 41 E. 4th Ave., San Mateo, CA 94401. The place, and date on or after which, the Bulk Sale is to be consummated: Business & Escrow Service Center, Inc. 3031 Tish Way, Suite 310 San Jose, CA 95128 on or before July 17, 2024. The last date to file claims is July 16, 2024, unless there is a liquor license transferring in which case claims may be filed until

the date the license transfers. **BUYER'S SIGNATURE:** Macho Burger San Mateo LLC By: Hongchen Xie, Managing Member 6/28/24
SPEN-3827797#
EXAMINER & SAN MATEO WEEKLY

CIVIL

ORDER TO SHOW CAUSE FOR CHANGE OF NAME

Case No. CNC-24-558857 Superior Court of California, County of SAN FRANCISCO Petition of: JESSIYN WANG for Change of Name TO ALL INTERESTED PERSONS: Petitioner JESSIYN WANG filed a petition with this court for a decree changing names as follows: JESSIYN WANG to JENIANNNA WANG

The Court orders that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.

Notice of Hearing: Date: SEPTEMBER 5, 2024, Time: 9:00 A.M., Dept.: 103N, Room: 103N

The address of the court is 400 MCALLISTER STREET, SAN FRANCISCO, CA 94102 (To appear remotely, check in advance of the hearing for information about how to do so on the court's website. To find your court's website, go to www.courts.ca.gov/find-my-court.htm.)

A copy of this Order to Show Cause must be published at least once each week for four successive weeks before the date set for hearing on the petition in a newspaper of general circulation, printed in this county: SAN FRANCISCO EXAMINER

Date: JUNE 4, 2024 MARIA EVANGELISTA Judge of the Superior Court 6/28, 7/5, 7/12, 7/19/24
CNS-3827313#
SAN FRANCISCO EXAMINER

FICTITIOUS BUSINESS NAMES

FICTITIOUS BUSINESS NAME STATEMENT

File No. M-297567

The following person(s) is (are) doing business as: MH TECHNICAL SERVICES, 116 Drake ave, SOUTH SAN FRANCISCO, CA 94080 County of SAN MATEO Mailing Address: 116 Drake ave, SOUTH SAN FRANCISCO, CA 94080 Michael P Haughey, 116 Drake ave, SOUTH SAN FRANCISCO, CA 94080 This business is conducted by an Individual

The registrant(s) commenced to transact business under the fictitious business name or names listed above on N/A. I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.) S/ Michael P. Haughey, This statement was filed with the County Clerk of San Mateo County on 05/29/2024. Mark Church, County Clerk Henry Salgado, Deputy Original 6/21, 6/28, 7/5, 7/12/24
NPEN-3824935#
EXAMINER - BOUTIQUE & VILLAGER

FICTITIOUS BUSINESS NAME STATEMENT

File No. M-297638

The following person(s) is (are) doing business as: CANNON PROPERTIES, 968 WOODSIDE RD, REDWOOD CITY, CA 94061, County of SAN MATEO PATRICK C KERWIN, 968 WOODSIDE RD, REDWOOD CITY, CA 94061 This business is conducted by AN INDIVIDUAL

The registrant(s) commenced to transact business under the fictitious business name or names listed above on 02/15/2019 I declare that all information

in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.) S/ PATRICK C KERWIN This statement was filed with the County Clerk of San Mateo County on 06/04/2024 Mark Church, County Clerk MARIA P PEREZ, Deputy Clerk NEW FILING 6/14, 6/21, 6/28, 7/5/24
NPEN-3823618#
EXAMINER - BOUTIQUE & VILLAGER

FICTITIOUS BUSINESS NAME STATEMENT

File No. M-297640

The following person(s) is (are) doing business as: BAYSIDE ENDOOPTICS DENTAL GROUP, 333 GELLERT BLVD STE 242, DALY CITY, CA 94015, County of SAN MATEO ROWSHAN AHANI, DDS, MS, INC., 333 GELLERT BLVD, DALY CITY, CA 94015 This business is conducted by A CORPORATION

The registrant(s) commenced to transact business under the fictitious business name or names listed above on 03/15/2019 I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.) ROWSHAN AHANI, DDS, MS, INC. S/ ROWSHAN AHANI, OWNER/PRESIDENT This statement was filed with the County Clerk of San Mateo County on 06/04/2024 Mark Church, County Clerk MARIA P PEREZ, Deputy Clerk NEW FILING 6/14, 6/21, 6/28, 7/5/24
NPEN-3823613#
EXAMINER - BOUTIQUE & VILLAGER

FICTITIOUS BUSINESS NAME STATEMENT

File No. M-297524

The following person(s) is (are) doing business as: XANTE AIRPORT SHUTTLE, 619 VILLA ST APT 2, DALY CITY, CA 94014, County of SAN MATEO JUAN TOGUJAL XANTE, 619 VILLA ST APT 2, DALY CITY, CA 94014 This business is conducted by AN INDIVIDUAL

The registrant(s) commenced to transact business under the fictitious business name

or names listed above on 02/27/2019 I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.) S/ JUAN TOGUJAL XANTE This statement was filed with the County Clerk of San Mateo County on 05/22/2024 Mark Church, County Clerk MARIA P PEREZ, Deputy Clerk NEW FILING 6/14, 6/21, 6/28, 7/5/24
NPEN-3823607#
EXAMINER - BOUTIQUE & VILLAGER

FICTITIOUS BUSINESS NAME STATEMENT

File No. M-297523

The following person(s) is (are) doing business as: VALIANT RUNNING, 188 WESTMOOR AVE, DALY CITY, CA 94015, County of SAN MATEO MATTHEW CAYABYAB, 188 WESTMOOR AVE, DALY CITY, CA 94015 This business is conducted by AN INDIVIDUAL

The registrant(s) commenced to transact business under the fictitious business name or names listed above on 02/26/2019 I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.) S/ MATTHEW CAYABYAB This statement was filed with the County Clerk of San Mateo County on 05/22/2024 Mark Church, County Clerk MARIA P PEREZ, Deputy Clerk 05/22/2024 6/14, 6/21, 6/28, 7/5/24
NPEN-3823604#
EXAMINER - BOUTIQUE & VILLAGER

FICTITIOUS BUSINESS NAME STATEMENT

File No. M-297522

The following person(s) is (are) doing business as: TILE AND TROWEL, 21 E 40TH AVE, APT 6, SAN MATEO, CA 94403, County of SAN MATEO IGOR ILIC, 21 E 40TH AVE, APT 6, SAN MATEO, CA 94403 This business is conducted by AN INDIVIDUAL

The registrant(s) commenced to transact business under the fictitious business name

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1 DR CARLTON B GOODLETT PL #244
SAN FRANCISCO, CA 94102

EXM# 3828163

NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

NOTICE IS HEREBY GIVEN THAT the Board of Supervisors of the City and County of San Francisco's Land Use and Transportation Committee and Budget and Finance Committee will each hold public hearings to consider the Stonestown Development Project and said public hearings will be held as follows, at which time all interested parties may attend and be heard:

LAND USE AND TRANSPORTATION COMMITTEE MONDAY JULY 8, 2024 - 1:30 PM Legislative Chamber, Room 250, City Hall 1 Dr, Carlton B. Goodlett Place, San Francisco, CA 94102

File No. 240409. Ordinance amending the Planning Code and the Zoning Map to establish the Stonestown Mixed-Use District (SMD), Stonestown Special Use District (SUD), Stonestown Mixed-Use Height and Bulk District (HBD), and Stonestown Special Sign District (SSD), all generally bounded by Eucalyptus Drive and Buckingham Way to the north, 19th Avenue to the east, Buckingham Way to the south, and Buckingham Way to the west, with the SSD including the Stonestown Galleria Mall and the SMD, SUD, and HBD excluding the mall; abolishing an approximately 15-foot legislated setback on the west side of 19th Avenue between Eucalyptus Drive and Buckingham Way; making findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and making findings of public necessity, convenience, and welfare under Planning Code, Section 302.

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contact the Assistant Clerk for the Land Use and Transportation Committee: John Carroll (john.carroll@sfgov.org - (415) 554-4445)

BUDGET AND FINANCE COMMITTEE WEDNESDAY JULY 10, 2024 - 10:00 AM Legislative Chamber, Room 250, City Hall 1 Dr, Carlton B. Goodlett Place, San Francisco, CA 94102

File No. 240410. Ordinance approving a Development Agreement between the City and County of San Francisco and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P. a Delaware limited partnership, for the Stonestown Development Project at the approximately 30-acre site generally bounded by 19th Avenue to the east, Buckingham Way to the south and west, and Rolph Nicol Jr. Playground and Eucalyptus Drive to the north, in the southwest part of San Francisco, including affordable and market rate housing and approximately six acres of open space; making findings under the California Environmental Quality Act; and making findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b), and findings of public convenience, necessity, and welfare under Planning Code, Section 302; and confirming compliance with or waiving certain provisions of the Planning Code, Administrative Code, Subdivision Code, Campaign and Governmental Conduct Code, and Public Works Code, and ratifying actions taken and authorizing future actions to be taken in connection with the Development Agreement. The Stonestown Development Project is located at the approximately 30-acre site generally bounded by 19th Avenue to the east, Buckingham Way to the south and west, and Rolph Nicol Jr. Playground and Eucalyptus Drive to the north, in the southwest part of San Francisco. The project will include up to approximately 3,500 residential units with a requirement that 20% of the total units be affordable. The project will also provide approximately six acres of new publicly accessible open space, improvements to Rolph Nicol Jr. Playground, new streets, sidewalks, and

COPY OF NOTICE

Notice Type: GPN GOVT PUBLIC NOTICE

Ad Description

JEC - LUT Hearing - July 8, 2024 - File Nos. 240409 and 240575 - B&F
Hearing - July 10, 2024 - File No. 240410

To the right is a copy of the notice you sent to us for publication in the SAN FRANCISCO EXAMINER. Thank you for using our newspaper. Please read this notice carefully and call us with ny corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

06/28/2024

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Table with 2 columns: Description, Amount. Row 1: Publication \$1270.73. Row 2: Total \$1270.73.



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bicycle facilities, a new childcare center, and a new senior center.

For any questions about this hearing, please contact the Assistant Clerk for the Budget and Finance Committee: Brent Jalipa (brent.jalipa@sfgov.org ~ (415) 554-7712)

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearings on these matters may submit written comments. These comments will be added to the official public record in the matter and shall be brought to the attention of the Board of Supervisors.

Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA, 94102 or sent via email (bos@sfgov.org). Information relating to this matter is available with the Office of the Clerk of the Board or the Board of Supervisors' Legislative Research Center (<https://sfbos.org/legislative-research-center-irc>). Agenda information relating to these matters will be available for public review on Friday, July 5, 2024.

Angela Calvillo ~ Clerk of the Board of Supervisors ~ City and County of San Francisco

EXM-3828163#

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

MEMORANDUM

TO: Sarah Dennis-Phillips, Executive Director, Office of Economic and Workforce Development
Jeffrey Tumlin, Executive Director, San Francisco Municipal Transportation Agency
Dennis Herrera, General Manager, San Francisco Public Utilities Commission
Carla Short, Director, Public Works
Jeanine Nicholson, Chief, Fire Department
Rich Hillis, Director, Planning Department
Greg Wagner, Controller
Andrico Penick, Director, Real Estate Division

FROM: John Carroll, Assistant Clerk, Land Use and Transportation Committee

DATE: May 1, 2024

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Land Use and Transportation Committee has received the following proposed legislation, introduced by Mayor Breed on April 23, 2024.

File No. 240410

Ordinance approving a Development Agreement between the City and County of San Francisco and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P, a Delaware limited partnership, for the Stonestown Development Project at the approximately 30-acre site generally bounded by 19th Avenue to the east, Buckingham Way to the south and west, and Rolph Nicol Jr. Playground and Eucalyptus Drive to the north, in the southwest part of San Francisco, including affordable and market rate housing and approximately six acres of open space; making findings under the California Environmental Quality Act; and making findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b), and findings of public convenience, necessity, and welfare under Planning Code, Section 302; and confirming compliance with or waiving certain provisions of the Planning Code, Administrative Code, Subdivision Code, Campaign and Governmental Conduct Code, and Public Works Code, and ratifying actions taken and authorizing future actions to be taken in connection with the Development Agreement.

If you have comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: john.carroll@sfgov.org.

cc:

Offices of Chair Melgar and Mayor Breed

Janet Martinsen, San Francisco Municipal Transportation Agency

Joel Ramos, San Francisco Municipal Transportation Agency

Viktoriya Wise, San Francisco Municipal Transportation Agency

Masood Ordikhani, San Francisco Public Utilities Commission

Jeremy Spitz, San Francisco Public Utilities Commission

David Steinberg, Public Works

Ian Schneider, Public Works

John Thomas, Public Works

Lena Liu, Public Works

Sarah Madland, Recreation and Parks Department

Beverly Ng, Recreation and Parks Department

Ashley Summers, Recreation and Parks Commission

Theresa Ludwig, Fire Department

Dan Sider, Planning Department

Corey Teague, Planning Department

Tina Tam, Planning Department

Lisa Gibson, Planning Department

Devyani Jain, Planning Department

Aaron Starr, Planning Department

Josh Switzky, Planning Department

Joy Navarrete, Planning Department

Debra Dwyer, Planning Department

Elizabeth Watty, Planning Department

Todd Rydstrom, Office of the Controller

Anne Taupier, Office of Economic and Workforce Development

Alesandra Lozano, Office of Economic and Workforce Development

Johnathan Cherry, Office of Economic and Workforce Development

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

MEMORANDUM

Date: May 1, 2024
To: Planning Department/Planning Commission
From: John Carroll, Assistant Clerk, Land Use and Transportation Committee
Subject: Board of Supervisors Legislation Referral - File No. 240410
Development Agreement - Stonestown NW Parcel LLC, Stonestown Shopping Center, L.P.,
and Stonestown Anchor Acquisition, L.P - Stonestown Development Project - Waiver of
Various Municipal Code Provisions

- California Environmental Quality Act (CEQA) Determination
(*California Public Resources Code, Sections 21000 et seq.*)
 - Ordinance / Resolution
 - Ballot Measure

- Amendment to the Planning Code, including the following Findings:
(*Planning Code, Section 302(b): 90 days for Planning Commission review*)
 - General Plan Planning Code, Section 101.1 Planning Code, Section 302

- Amendment to the Administrative Code, involving Land Use/Planning
(*Board Rule 3.23: 30 days for possible Planning Department review*)

- General Plan Referral for Non-Planning Code Amendments
(*Charter, Section 4.105, and Administrative Code, Section 2A.53*)
(Required for legislation concerning the acquisition, vacation, sale, or change in use of City property; subdivision of land; construction, improvement, extension, widening, narrowing, removal, or relocation of public ways, transportation routes, ground, open space, buildings, or structures; plans for public housing and publicly-assisted private housing; redevelopment plans; development agreements; the annual capital expenditure plan and six-year capital improvement program; and any capital improvement project or long-term financing proposal such as general obligation or revenue bonds.)

- Historic Preservation Commission
 - Landmark (*Planning Code, Section 1004.3*)
 - Cultural Districts (*Charter, Section 4.135 & Board Rule 3.23*)
 - Mills Act Contract (*Government Code, Section 50280*)
 - Designation for Significant/Contributory Buildings (*Planning Code, Article 11*)

Please send the Planning Department/Commission recommendation/determination to John Carroll at john.carroll@sfgov.org.

President, District 3
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Tel. No. 554-7450
Fax No. 554-7454
TDD/TTY No. 544-6546

Aaron Peskin

PRESIDENTIAL ACTION

Date: 5/8/2024

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____

(Primary Sponsor)

Title. _____

Transferring (Board Rule No 3.3)

File No. _____

240410

Mayor

(Primary Sponsor)

Title. _____

Development Agreement - Stonestown NW Parcel LLC, Stonestown Shopping Center, L.P., and Stonestown Anchor Acquisition, L.P -

From: Land Use & Transportation

Committee

To: Budget & Finance

Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: _____

Replacing Supervisor: _____

For: _____

(Date)

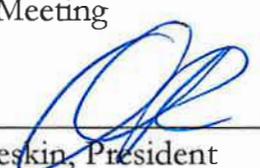
(Committee)

Meeting

Start Time: _____

End Time: _____

Temporary Assignment: Partial Full Meeting



Aaron Peskin, President
Board of Supervisors



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 240410

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Jonathan Cherry	4155546937
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
021 Office of Economic and workforce Develo	jonathan.cherry@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Stonestown NW Parcel LLC (et al)	TELEPHONE NUMBER 510-816-0761
STREET ADDRESS (including City, State and Zip Code) 350 N. Orleans St, Suite 300, Chicago, IL 60654	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 240410
DESCRIPTION OF AMOUNT OF CONTRACT N/A		
NATURE OF THE CONTRACT (Please describe) Development Agreement with City and County of San Francisco		

7. COMMENTS
Agreement is between City and three entities: Stonestown NW Parcel LLC, a Delaware limited liability company; Stonestown Shopping Center, L.P., a Delaware limited partnership; and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Stonestown Galleria JV LLC		Shareholder
2	Stonestown Holding, LLC		Shareholder
3	StonestownShopping Ctr LLC		Shareholder
4	Kathleen M. Curtis		Other Principal Officer
5	Jonathan Kramer		Other Principal Officer
6	Tyler Steel		Other Principal Officer
7	Kevin McCrain		CEO
8	Troy Benson		Other Principal Officer
9	Kathleen M. Curtis		Other Principal Officer
10	Alireza Esmailzadeh		Other Principal Officer
11	Brian S. McCarthy		Other Principal Officer
12	Kathy Rugebregt		Other Principal Officer
13	Adam Tritt		Other Principal Officer
14	Jeffrey P. Aldridge		Other Principal Officer
15	Adam Jaworski		Other Principal Officer
16	Timothy K. Stenta		Other Principal Officer
17	Chuoh Davis		Other Principal Officer
18	Kristen N. Pate		Other Principal Officer
19	Jeff Stevenson		Other Principal Officer

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Marjorie Zessar		Other Principal Officer
21			
22			
23			
24			
25			
26			
27			
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
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45			
46			
47			
48			
49			
50			
<input type="checkbox"/>	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
---	---------------------------

From: [Trejo, Sara \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Cherry, Jonathan \(ECN\)](#); [Taupier, Anne \(ECN\)](#); [DIETRICH, ELIZABETH \(CAT\)](#); [Low, Jen \(BOS\)](#)
Subject: Mayor -- Ordinance -- Stonestown Development Agreement
Date: Tuesday, April 23, 2024 4:32:06 PM
Attachments: [01752946 Stonestown DA Ordinance.docx](#)
[LEG Digest Stonestown DA ordinance.DOCX](#)
[SFEC Form 126f4BOS---Notification of Contract.pdf](#)

Hello Clerks,

Attached is an Ordinance approving a Development Agreement between the City and County of San Francisco and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P, a Delaware limited partnership for the Stonestown Development Project at the approximately 30-acre site generally bounded by 19th Avenue to the east, Buckingham Way to the south and west, and Rolph Nicol Jr. Playground and Eucalyptus Drive to the north, in the southwest part of San Francisco, including affordable and market rate housing and approximately 6 acres of open space; making findings under the California Environmental Quality Act, and findings of conformity with the General Plan and with the eight priority policies of Planning Code, Section 101.1(b), and findings of public convenience, necessity, and welfare under Planning Code, Section 302; confirming compliance with or waiving certain provisions of the Planning Code, Administrative Code, Subdivision Code, Campaign and Governmental Conduct Code, and Public Works Code, and ratifying actions taken and authorizing future actions to be taken in connection with the Development Agreement.

Due to file size, a copy of the Draft Development is in [this Sharepoint folder location](#) for download.

Please note, Supervisor Melgar is a cosponsor of this item.

Best regards,

Sara Trejo

Legislative Aide

Office of the Mayor

City and County of San Francisco

415.554.6141 | sara.trejo@sfgov.org