

BOARD of SUPERVISORS



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

MEMORANDUM

TO: Mohammed Nuru, Director, Public Works
Harlan Kelly, Jr., General Manager, Public Utilities Commission
Phil Ginsburg, General Manager, Recreation and Park Department

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

DATE: July 30, 2018

SUBJECT: SUBSTITUTE LEGISLATIONS INTRODUCED

The Board of Supervisors' Land Use and Transportation Committee has received the following proposed substitute legislations, introduced by Supervisor Cohen on July 24, 2018:

File No. 180680

Ordinance amending the Planning Code to establish the India Basin Special Use District, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the south-east part of San Francisco; amending the Planning Code by amending the Zoning Map to change zoning designations, height districts, and add the India Basin Special Use District; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 180681

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and 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); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

If you have comments or reports to be included with the files, 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: Erica.Major@sfgov.org.

- c: David Steinberg, Public Works
- Jeremy Spitz, Public Works
- Jennifer Blot, Public Works
- John Thomas, Public Works
- Lena Liu, Public Works
- Juliet Ellis, Public Utilities Commission
- Donna Hood, Public Utilities Commission
- John Scarpulla, Public Utilities Commission
- Christopher Whitmore, Public Utilities Commission
- Sarah Madland, Recreation and Park Department

1 [Planning Code, Zoning Map - India Basin Special Use District]

2
3 **Ordinance amending the Planning Code to establish the India Basin Special Use**
4 **District, located generally at Innes Avenue between Griffith Street and Earl Street,**
5 **along the India Basin shoreline, in the south-east part of San Francisco; amending the**
6 **Planning Code by amending the Zoning Map to change zoning designations, height**
7 **districts, and add the India Basin Special Use District; and making findings under the**
8 **California Environmental Quality Act, findings of consistency with the General Plan,**
9 **and the eight priority policies of Planning Code, Section 101.1, and findings of public**
10 **necessity, convenience, and welfare under Planning Code, Section 302.**

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

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

19 Section 1. Planning and Environmental Findings.

20 (a) In companion legislation adopting a Development Agreement associated with the
21 India Basin Mixed-Use project, the Board of Supervisors adopted environmental findings
22 pursuant to the California Environmental Quality Act (CEQA) (California Public Resources
23 Code Sections 21000 et seq.), the CEQA Guidelines (14 Cal. Code Reg. Sections 15000 et
24 seq.), and Chapter 31 of the Administrative Code. The Board of Supervisors adopts these
25 environmental findings as though fully set forth herein in relation to this ordinance. A copy of

1 said companion legislation is in Board of Supervisors File No. _____ and it and its
2 environmental findings are incorporated herein by reference.

3 (b) In companion legislation adopting General Plan amendments associated with the
4 India Basin Mixed-Use project, the Board of Supervisors adopted findings that the actions
5 contemplated in this ordinance are consistent, on balance, with the City's General Plan and
6 eight priority policies of Planning Code Section 101.1. The Board incorporates these findings
7 by reference and adopts these findings as its own. A copy of said companion legislation is in
8 Board of Supervisors File No. _____.

9 (c) Pursuant to Planning Code Section 302, this Board finds that this Planning Code
10 amendment will serve the public necessity, convenience, and welfare for the reasons set forth
11 in Planning Commission Resolution No. _____ and adopted on _____, 2018, and the
12 Board adopts such reasons as its own. A copy of said resolution is on file with the Clerk of
13 the Board of Supervisors in File No. _____ and is incorporated herein by reference.

14
15 Section 2. The Planning Code is hereby amended by adding Section 249.84, to read
16 as follows:

17 **SEC. 249.84. INDIA BASIN SPECIAL USE DISTRICT.**

18 **(a) Purpose and Boundaries.** *A Special Use District entitled the "India Basin Special Use*
19 *District" (SUD) is hereby established, located generally at Innes Avenue between Griffith Street and*
20 *Earl Street, along the India Basin shoreline, in the southeast part of San Francisco. The precise*
21 *boundaries of the SUD are shown on Sectional Map SU09 of the Zoning Map. The purpose of this SUD*
22 *is to implement the Development Agreement for the India Basin Mixed-Use Project (Project), approved*
23 *by the Board of Supervisors in the ordinance in Board File No. _____ . The Project will provide*
24 *several benefits to the City, such as a significant amount of open space, increased public access,*
25

1 commercial space, extensive infrastructure improvements, and affordable housing, while creating jobs,
2 housing, and a vibrant community.

3 (b) **Public Trust.** Within this SUD, certain property is or will be subject to the public trust for
4 commerce, navigation, and fisheries (the Public Trust) in accordance with a public trust exchange and
5 title settlement agreement with the State of California. The Port of San Francisco (Port) has
6 jurisdiction over the Public Trust property, with the right to prohibit uses that are not consistent with
7 the Public Trust. The Port also shall issue permits for any improvements on the Public Trust property,
8 subject to any delegation by the Port to another City agency. The Recreation and Park Department
9 will operate and maintain the public parks and open spaces located on Public Trust property, in
10 accordance with an agreement with the Port and in accordance with the open space covenant attached
11 to the Development Agreement (Open Space Covenant). The Planning Commission has jurisdiction
12 over the permitting for any development of property within the SUD that is not subject to the Public
13 Trust.

14 (c) **Relationship to Design Standards and Guidelines.** The Design Standards and Guidelines
15 (DSG), as may be periodically amended, are incorporated into this SUD and set forth standards and
16 guidelines applicable within the SUD. A copy of the DSG is on file with the Planning Department and
17 is available on its website. This SUD and the DSG shall be read and construed together so as to avoid
18 any conflict to the greatest extent possible. If there is an unavoidable conflict between the SUD and the
19 DSG, the SUD shall prevail. The Planning Director may make adjustments to the DSG for areas within
20 the Planning Commission's jurisdiction, provided any material amendment to the DSG, as determined
21 by the Planning Director, will be subject to the review and approval of the Planning Commission.
22 Adjustments to the DSG for areas outside of the Planning Commission's jurisdiction, such as
23 adjustments to the public right-of-ways, public infrastructure, or recreational facilities within the
24 parks, may be made by the Public Works Director, the San Francisco Public Utilities Commission
25 General Manager, or the Recreation and Park Department General Manager, as applicable, subject to

1 the requirements of the Development Agreement and the Open Space Covenant and following
2 consultation with the Planning Director.

3 (d) Relationship to Other Planning Code Provisions. Applicable provisions of the Planning
4 Code shall control except as otherwise provided in this SUD, the DSG within the control of the
5 Planning Commission or Recreation and Park Commission, and the Development Agreement (for so
6 long as the Development Agreement is in effect). In the event of a conflict between other provisions of
7 the Planning Code and the DSG or this SUD (and further subject to subsection (e) below), this SUD
8 shall control first, followed by the DSG and the Planning Code.

9 (e) Relationship to the Development Agreement. This SUD shall be read and construed
10 consistent with the Development Agreement, and all development within the Project Site shall satisfy
11 the requirements of the Development Agreement for so long as it remains in effect for each part of the
12 Project Site. As described in the Development Agreement, the Project is divided into Development
13 Phases, and no development may occur within a Development Phase until after the Planning
14 Department issues a Development Phase Approval. Upon expiration or termination of the
15 Development Agreement for any part of the Project Site, any new development, other than replacement
16 of what was built under the Development Agreement, shall require a conditional use approval under
17 Section 303 of this Code.

18 (f) Definitions. If not expressly superseded by definitions set forth in this Section 249.84 the
19 DSG, or the Development Agreement, all definitions, procedures, and requirements of the Planning
20 Code shall apply to this SUD. The following definitions shall govern interpretation of this Section:

21 "Applicant" means the owner or authorized agent of the owner of a parcel that applies for an
22 approval under this SUD.

23 "Building Standards" means the standards applicable to Vertical Improvements and any
24 associated privately-owned open spaces within the SUD, consisting of the standards specified in
25 subsection (h) below and the standards identified as such in the DSG. It does not mean Building Code

1 requirements under either the California, the San Francisco, or the Port of San Francisco Building
2 Codes, which this SUD and the DSG do not override.

3 “Development Agreement” shall mean the Development Agreement By and Between the City
4 and County of San Francisco and India Basin Investment LLC, a California limited liability company,
5 Relative to the Development Known as India Basin Mixed-Use Project, approved by the Board of
6 Supervisors in the ordinance in Board File No. _____, as it may be amended from time to time.

7 “Development Phase” and “Development Phase Approval” have the meaning set forth in the
8 Development Agreement.

9 “General Manager” means the General Manager of the Recreation and Park Department.

10 “Horizontal Development” or “Horizontal Improvements” means all improvements and
11 construction required to prepare land for Vertical Improvements, including streets, right-of-ways,
12 utility lines, and infrastructure to serve development lots, transit improvements, public parks and open
13 spaces, bicycle paths, and shoreline improvements. Horizontal Development shall include all Public
14 Improvements and all Privately-Owned Community Improvements, as those terms are defined in the
15 Development Agreement.

16 “India Basin DSG” or “DSG” shall mean the document adopted by Planning Commission
17 Motion _____, as may be amended from time to time. The DSG is incorporated into this SUD by
18 reference.

19 “Major Modification” means a deviation of 10% or more from any dimensional or numerical
20 standard in this SUD or in the DSG, except as explicitly prohibited per subsection (i) below.

21 “Minor Modification” means a deviation of less than 10% from any dimensional or numerical
22 standard in this SUD or in the DSG, except as explicitly prohibited per subsection (i) below, or any
23 deviation from any non-numerical standard in the DSG.

24 “Privately-Owned Community Improvement” shall mean a facility that is privately owned and
25 privately maintained, at no cost to the City, for the public benefit, that is not dedicated to the City. The

1 Privately-Owned Community Improvements include certain right-of-ways, pedestrian paths and bicycle
2 lanes, open spaces, the public market, and storm drain facilities, as more particularly described in the
3 Development Agreement.

4 “Project Site” has the meaning set forth in the Development Agreement.

5 “Public Improvements” means the facilities, both on- and off-site, to be improved, constructed,
6 and dedicated by Developer and, upon completion in accordance with the Development Agreement,
7 accepted by the City. Public Improvements include the streets within the Project Site described in the
8 Development Agreement, and all infrastructure and public utilities within the accepted streets (such as
9 gas, electricity, and water and sewer lines, but excluding any non-municipal utilities), as well as
10 sidewalks, bicycle lanes, street furniture, paths, and intersection improvements (such as curbs,
11 medians, signaling, traffic controls devices, signage, and striping). Public Improvements also include
12 the Parks and Open Spaces, the SFPUC Infrastructure, and the SFMTA Infrastructure, as those terms
13 are defined in the Development Agreement. The Public Improvements do not include Privately-Owned
14 Community Improvements.

15 “RPC Open Space” means publicly-owned areas within the SUD that are within the jurisdiction
16 of the Port Commission or the Recreation and Park Commission, as depicted on Figure 249.84-1: RPC
17 Open Space.

18 [Insert Figure 249.84-1: RPC Open Space]

19 “Vertical Development” or “Vertical Improvements” means new construction of a building and
20 any later expansion or addition to a previously approved building, where the building is located within
21 the Mixed-Use, Residential Mixed-Use, Multi-Family Residential, or Public Market land use districts
22 within the SUD shown in Figure 249.84-2: India Basin Use Districts.

23 [Insert Figure 249.84-2: India Basin Use Districts (figure 4-6 of the DSG)]

24 (g) Uses.

25

(1) Permitted Uses. The following uses set forth in Table 249.84-1: India Basin Uses shall be permitted as indicated within the different use districts of the SUD, where P means Permitted Use and NP means Non-permitted Use.

Table 249.84.1: India Basin Uses

<u>Use</u>	<u>Mixed Use</u>	<u>Residential Mixed-Use</u>	<u>Multi-Family Residential</u>	<u>Public Market / Town Triangle</u>	<u>Privately Owned Open Space</u>
<u>Agriculture Use</u>	<u>P (1,2)</u>	<u>P (1,2)</u>	<u>P (1,2)</u>	<u>P (1)</u>	<u>P (1)</u>
<u>Automotive Use</u>	<u>NP (3)</u>	<u>NP (3)</u>	<u>NP (3)</u>	<u>NP</u>	<u>NP</u>
<u>Entertainment, Arts & Recreation Use</u>	<u>P (4,5)</u>	<u>P (4,5)</u>	<u>P (5,6)</u>	<u>P (5, 6)</u>	<u>NP</u>
<u>Industrial Use</u>	<u>NP (7)</u>	<u>NP (7, 8)</u>	<u>NP (3)</u>	<u>NP</u>	<u>NP</u>
<u>Institutional Use</u>	<u>P (9)</u>	<u>P (10)</u>	<u>P (10,11)</u>	<u>NP (12)</u>	<u>NP</u>
<u>Residential Use</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>NP</u>	<u>NP</u>
<u>Sales and Services, Non-Retail Use</u>	<u>P (13)</u>	<u>P (13)</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>
<u>Sales and Services, Retail Use</u>	<u>P (14)</u>	<u>P (14, 15)</u>	<u>NP</u>	<u>NP (16)</u>	<u>NP</u>
<u>Utility and Infrastructure Use</u>	<u>NP (17, 18)</u>	<u>NP (17, 18)</u>	<u>NP (17, 18)</u>	<u>NP (18)</u>	<u>NP (18)</u>

Notes:

1
2 1. Use permitted with the exception of Large Scale Urban Agriculture and Industrial
3 Agriculture.

4 2. Use permitted with the exception of Greenhouses.

5 3. Use not permitted with the exception of Public and Private Parking facilities.

6 4. Use permitted with a maximum limit of three screens for any Movie Theater use.

7 5. Use permitted with the exception of Livery Stables and Sports Stadiums.

8 6. Use permitted with the exception of Movie Theater and Nighttime Entertainment.

9 7. Use not permitted with the exception of Cat Boarding, Kennel, Light Manufacturing, Metal
10 Working, Parcel Trade Office, Trade Shop, Animal Processing 1, and Food Fiber and Beverage
11 Processing.

12 8. Use not permitted except on Ground Floor.

13 9. Cannabis Dispensary permitted with Conditional Use.

14 10. Use permitted with the exception of Cannabis Dispensary and Hospital.

15 11. Use Permitted with the exception of Job Training, Trade School and Post-secondary
16 Educational Institution.

17 12. Use not permitted with the exception of Public Facilities.

18 13. Use permitted with the exception of Laboratory, Life Sciences, Commercial Storage,
19 Wholesale Sales, and Wholesale Storage.

20 14. Use permitted with the exception of Adult Business, Mortuary, Limited Financial Services,
21 Motel, Self-Storage and Tobacco Paraphernalia Store.

22 15. Use permitted with the exception of Animal Hospital, Fringe Financial Services.

23 16. Use not permitted with the exception of Grocery, Food and Beverage uses.

24 17. Use not permitted with the exception of Internet Service Exchange, Wireless
25 Telecommunication Services (WTS) Facility, which shall be permitted with a Conditional Use permit.

1 18. Use not permitted with the exception of Utility Installation.

2 (2) Uses within RPC Open Space. Subject to the limitations imposed by the Public
3 Trust, uses within RPC Open Space shall be subject to review under Planning Code section 211, which
4 controls land uses within P (Public) Districts. Notwithstanding Planning Code Sections 211, 211.1,
5 and 211.2, the following uses shall be considered principally permitted: concessionaire stands and
6 infrastructure as described in the Development Agreement and the DSG.

7 (3) Temporary Uses. Subject to the limitations imposed by the Public Trust, any of the
8 following temporary uses (collectively, Temporary Uses) may be authorized by the General Manager
9 for uses located within the RPC Open Space or the Planning Director for uses located within the SUD
10 but outside the RPC Open Space without a public hearing for a period not to exceed 90 days: booths
11 for charitable, patriotic, or welfare purposes; markets; exhibitions, festivals, circuses, musical and
12 theatrical performances, and other forms of live entertainment including setup/load-in and
13 demobilization/load-out; athletic events; open-air sales of agriculturally-produced seasonal
14 decorations such as Christmas trees and Halloween pumpkins; meeting rooms and event staging;
15 mobile food on private property; and temporary retail establishments. Such authorization may be
16 extended for another 90 days, as approved by the General Manager or Planning Director, as
17 applicable. The General Manager (for uses located within the RPC Open Space) or the Planning
18 Director (for uses located outside the RPC Open Space) may authorize recurring Temporary Uses,
19 such as a weekly farmers market, under a single authorization. All such uses on the public right-of-way
20 are subject to permitting as required under the Municipal Code.

21 (4) Interim Uses. Subject to the limitations imposed by the Public Trust, interim uses
22 for a period not to exceed five years may be authorized by the General Manager (for uses located
23 within the RPC Open Space) or the Planning Director (for uses located outside the RPC Open Space)
24 without a public hearing if the General Manager or Planning Director, as applicable, finds that such
25 Interim Use will not impede orderly development consistent with this SUD, the DSG, and the

1 Development Agreement. Additional time for such uses may be authorized upon a new application.
2 Any Interim Use listed in this subsection (g)(4) that is integral to development under the Development
3 Agreement, as determined by the General Manager or Planning Director, as applicable, shall not
4 require separate authorization as an Interim or Temporary use (for example, uses incidental to
5 environmental clean-up, demolition and construction, storage, and automobile and truck parking and
6 loading related to construction activities). Any authorization granted pursuant to this subsection (g)(4)
7 shall not exempt the applicant from obtaining any other permit required by law. All such uses on the
8 public right-of-way are subject to permitting as required under the Municipal Code. In addition to
9 temporary uses integral to the development, Interim Uses shall include, but are not limited to:

10 (A) Retail activities, which may include the on-site assembly, production, or sale
11 of food, beverages, and goods, the operation of restaurants or other retail food service in temporary
12 structures, outdoor seating, food trucks, and food carts;

13 (B) Temporary art installations, exhibits, and sales;

14 (C) Recreational facilities and uses (such as play and climbing structures and
15 outdoor fitness classes);

16 (D) Motor vehicle and bicycle parking, if accessory to other permitted,
17 temporary, or interim uses;

18 (E) On-site assembly and production of goods in enclosed or unenclosed
19 temporary structures;

20 (F) Educational activities, including but not limited to after-school day camp and
21 activities;

22 (G) Site management service, administrative functions, and customer amenities
23 and associated loading;

24 (H) Rental or sales offices incidental to new development;

1 (I) Entertainment uses, both unenclosed and enclosed, which may include
2 temporary structures to accommodate stages, seating, and support facilities for patrons and
3 operations; and

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

6 (5) Nonconforming Uses. The Planning Director and the General Manager may allow
7 the reasonable continuance, modification, or expansion of existing uses and structures that do not
8 comply with this Section 249.84 or the DSG upon a determination that the use would not impede the
9 orderly development of the SUD consistent with this Section and the Development Agreement.

10 (6) Ground Floor Use Requirements. Ground Floor Uses are required as indicated in
11 Table 249.84-2: Types of Ground Floor Uses and Figure 249.84-3: Ground Floor Uses, below. Such
12 uses cannot face a public right-of-way or public open space with non-transparent walls or involve the
13 storage of goods or vehicles at a rate greater than 15% of the required frontage length, as further
14 governed by the Ground Floor Use Requirements in the DSG.

15 Table 249.84-2: Types of Ground Floor Uses

<u>Ground Floor Use Type</u>	<u>Allowed Use Categories (can be principal, conditional, or accessory)</u>
<u>Type A</u>	<u>Entertainment, Arts, and Recreation Uses, Sales and Services, Retail Uses</u>

<u>Type B</u>	<u>Sales and Services, Non-Retail and Institutional Use</u>
<u>Type C</u>	<u>Residential Use Category</u>

[Insert Figure 249.84-3: Ground Floor Uses (DSG Figure No. 4-7)]

(h) **Building Standards.** Building Standards shall be as follows, unless modified in accordance with subsections (i)(2) or (i)(3), below.

(1) **Residential Unit Density.** There shall be no residential unit density limit within this SUD.

(2) **Floor Area Ratio.** There shall be no floor-area-ratio limit within this SUD.

(3) **Building Height.** The height limits shall be as set forth on Sectional Map HT09 of the Zoning Map and as further limited and detailed in Figure 249.84-4: Building Heights Maximum, and as further governed by the DSG.

[Insert Figure 249.84-4: Building Heights Maximum.]

(4) **Measurement of Height.** Buildings shall be measured from predetermined points as provided in Figure 249.84-5: Measurement of Height and as further set forth in Chapter 5 of the DSG. Portions of the Site within the "OS" Height designations shall be subject to the same requirements and review procedures of other properties throughout San Francisco with an "OS" Height and Bulk designation.

1 [Insert Figure 249.84-5: Measurement of Height (DSG Figure 5-5).]

2
3 (5) **Bulk.** No building dimension shall be greater than 270 feet along any public right-
4 of-way or public open space. No portion of any building above 80 feet in height shall have a dimension
5 greater than 130 feet. Buildings shall also meet the DSG requirements for building modulation and
6 sculpting.

7 (6) **Setbacks.** Buildings shall be set back from or built to the respective right-of-ways
8 as shown in Figure 249.84-6: Setbacks, and as further governed by the DSG.

9 [Insert Figure 249.84-6: Setbacks (DSG Figure 5-7).]

10
11 (7) **Rear Yard.** There shall be no rear yard requirement within the India Basin SUD.

12 (8) **Usable Open Space.** In addition to any publicly-accessible open spaces described
13 in the DSG, a minimum of 36 square feet of open space if private, or 48 square feet of open space if
14 common, shall be provided for each dwelling unit. Such open space may be on the ground, on decks,
15 balconies, porches, or other facilities and shall be provided on the same development block as the unit
16 to be served. The standards for open spaces shall be governed by the DSG. Notwithstanding the above,
17 dwelling units within “the Cove” portion of the site, as described in the Development Agreement and
18 shown in Figure 1-38 of the DSG, are exempt from this usable open space requirement, given their
19 immediate adjacency to “the Market Place” open space.

20 (9) **Minimum Dwelling Unit Exposure.** All required dwelling unit windows and
21 openings as defined by Section 504: Light and Ventilation of the San Francisco Housing Code shall
22 face directly on an open area such as a public street, laneway, parcel break, trail, or unobstructed open
23 space, for a minimum horizontal clear dimension of 25 feet, measured perpendicularly from the
24 required window or opening face, as further provided in the DSG.

1 (10) Maximum Off-Street Parking. *The standards for off-street parking shall be*
 2 *governed by the DSG. Off-Street parking is not required and shall be limited to the following maximum*
 3 *ratios:*

4 Table 249.84-3: Maximum Off-Street Parking Ratios per Land Use

<u>Land Use</u>	<u>Off-Street Parking Ratio</u>
<u>Residential</u>	<u>1 space: 1 unit</u>
<u>Office</u>	<u>1 space: 1,200 gross square feet</u>
<u>Retail, except General Grocery or Special Grocery Use</u>	<u>1 space: 700 gross square feet</u>
<u>General Grocery or Special Grocery Uses below 20,000 gross square feet</u>	<u>1 space: 500 gross square feet</u>
<u>General Grocery or Special Grocery Uses with 20,000 gross square feet or more</u>	<u>1 space: 250 gross square feet</u>

15
 16 Pursuant to subsection (l)(4), parking amounts may be greater on a parcel-by-parcel basis than
 17 otherwise allowed by Table 249.84-3, but not to exceed 1,800 off-street parking spaces in the SUD.
 18 Notwithstanding the maximum off-street parking ratios established in Table 249.84-3, up to 225 public
 19 parking spaces may be provided to visitors to India Basin’s parks, subject to the 1,800-parking-space
 20 cap.

21 (11) Loading. *Off-street loading spaces shall be provided in the following amounts,*
 22 *and as shown in Table 249.84-4: Loading Spaces, and Figure 249.84-7: Loading Spaces, subject to*
 23 *modifications in accordance with Section 4.7 of the DSG.*

Table 249.84-4: Loading Spaces

<u>Garage</u>	<u>Loading Spaces</u>
<u>The Cove</u>	<u>5</u>
<u>Hillside</u>	<u>7</u>
<u>Flats</u>	<u>2</u>

[Insert Figure 249.84-7: Loading Spaces]

(12) Bicycle Parking. The amount of bicycle parking required shall be governed by the Planning Code, but the location and design of the required bicycle parking shall be governed by the DSG and the transportation plan attached to the Development Agreement.

(13) Showers and Lockers. Showers and lockers shall be provided pursuant to the Planning Code.

(14) Permitted Obstructions. Obstructions shall extend no more than three feet within required setbacks and right-of-ways and no more than four feet within required setbacks greater than one foot, as further described in the DSG.

(15) Streetscape Improvements. Implementation of the Rights-of-Way Public Realm Improvements as described in the DSG shall be required pursuant to the Development Agreement.

(16) Signage. Notwithstanding the signage controls of Article 6 for business and identifying signs within NC-2 and MUG Districts, the following signage controls shall be applied within the Mixed Use, Residential Mixed-Use, and Multi-Family Residential districts of this SUD, in addition to regulation of signs in the DSG:

(A) Freestanding signs are not permitted.

(B) Signs shall be placed no higher than 30feet above grade.

(C) Identifying signs shall be no larger than 10 square feet.

1 (D) There is no limitation on the area of business signs as long as they meet the
2 controls of the DSG.

3 (E) Projecting signs may project no more than 50% of the sidewalk width and
4 must be oriented perpendicular to the building face.

5 (17) **Inclusionary Housing Requirements.** For so long as the Development Agreement
6 is in effect with respect to a portion of the Project Site, the affordable housing requirements of the
7 Development Agreement shall govern that portion of the Project Site. Upon expiration or termination
8 of the Development Agreement as applied to a portion of the Project Site, the then-applicable
9 affordable housing requirements of the Planning Code shall apply to that portion of the Project Site,
10 without reference to the date of any earlier environmental review application.

11 (18) **Impact Fees.** For so long as the Development Agreement remains in effect with
12 respect to a portion of the Project Site, the developer impact fees payable for any Vertical Development
13 on that portion of the Project Site will be determined in accordance with the Development Agreement.
14 Upon expiration or termination of the Development Agreement as applied to a portion of the Project
15 Site, the then-applicable developer impact fees in the Planning Code shall apply to that portion of the
16 Project Site.

17 (i) **Modifications to Building Standards and Ground Floor Use Requirements.** Modification
18 of the Building Standards and Ground Floor Use Requirements set forth in this SUD and as more
19 specifically set forth in the DSG may be approved on a project-by-project basis according to the
20 procedures set forth below.

21 (1) **No Modifications or Variances.** No modifications or variances are permitted for
22 maximum height and maximum off-street parking ratios established in this SUD, except as provided in
23 subsection (l)(4). Other Building Standards set forth in this SUD or in the DSG may only be modified
24 as provided in subsections (i)(2) and (i)(3).

1 (2) **Minor Modifications.** The Planning Director may approve a Minor Modification
2 administratively in accordance with the procedures set forth in subsection (l).

3 (3) **Major Modifications.** The Planning Commission shall hear any application for a
4 Major Modification in accordance with the procedures set forth in subsection (l).

5 (j) **Development Phase Approval.** The Planning Department shall approve only those
6 applications for individual building projects that are consistent with a Development Phase Approval.
7 The Development Phase Approval process, as set forth in the Development Agreement, is to ensure that
8 all Horizontal Improvements and Vertical Improvements within a Development Phase are consistent
9 with the Development Agreement and this SUD. The Planning Director shall act on a Development
10 Phase Application within 60 days after submittal of a complete Development Phase Application.

11 (k) **Design Review and Approval.** To ensure that Vertical Improvements and Privately-Owned
12 Community Improvements meet the DSG and Development Agreement requirements, an Applicant shall
13 submit a design review application and receive approval from the Planning Department, or the
14 Planning Commission if required, before obtaining any permits for the applicable construction. Design
15 review and approval for all RPC Open Spaces shall be performed by the Recreation and Park
16 Department, with Planning Department consultation, subject to the Port's approval for consistency
17 with the Public Trust for any lands that are subject to the Public Trust. Standards and limitations on
18 design review approval are set forth in the Development Agreement and in subsection (l), below.
19 Nothing in this Section 249.84 limits the Charter authority of any City department or commission or the
20 rights of City agencies to review and approve proposed infrastructure as set forth in the Development
21 Agreement.

22 **(l) Design Review Applications and Process.**

23 (1) **Applications.** Each design review application shall include the documents and
24 other materials necessary to determine consistency with this SUD and the DSG, including site plans,
25 sections, elevations, renderings, landscape plans, and exterior material samples to illustrate the overall

1 concept design of the proposed buildings. If an Applicant requests a Major or Minor Modification, the
2 application shall describe proposed changes in reasonable detail, including narrative and supporting
3 images, if appropriate, and a statement of the purpose or benefits of the proposed changes.
4 Substitutions should be of equal or superior quality to existing standards.

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

8 (3) **Design Review of Vertical Improvements and Privately-Owned Community**
9 **Improvements.** Upon a determination of completeness, Planning Department staff shall conduct
10 design review and prepare a staff report determining compliance with this SUD and the DSG,
11 including a recommendation regarding any modifications sought. The staff report shall be delivered to
12 the Applicant and any third parties requesting notice in writing, shall be kept on file, and shall be
13 posted on the Department's website for public review, within 60 days of the determination of
14 completeness. If Planning Department staff determines that the design is not compliant with this SUD
15 or the DSG, the Applicant may resubmit the Application, in which case the requirements of this
16 subsection (1) for determination of completeness, staff review and determination of compliance, and
17 delivery, filing, and posting of the staff report, shall apply anew.

18 (4) **Off-Street Parking.** Design review applications for Vertical Improvements shall
19 include the requested number of off-street parking spaces sought for the Vertical Improvement. It is the
20 intent of this SUD that at full build-out of all parcels in the SUD, the total number of off-street parking
21 spaces within the SUD shall not exceed the applicable maximum parking ratios specified in Table
22 249.84-3. The maximum parking ratios shall not apply to individual Vertical Improvements or parcels,
23 but shall be considered cumulatively for the Vertical Improvements within the SUD as a whole, as set
24 forth in the Development Agreement. Each application shall include both the individual request for off-
25

1 street parking related to the specific location and the cumulative number of off-street parking spaces
2 previously approved.

3 **(5) Approvals and Public Hearings for Vertical Improvements and Privately-Owned**
4 **Community Improvements.**

5 **(A) Vertical Improvements Seeking No Modifications, or Minor Modifications.**

6 Within 10 days after the delivery and posting of the staff report on the design review application, the
7 Planning Director shall approve or disapprove the design and any Minor Modifications based on its
8 compliance with this SUD, the DSG, and the General Plan. If the Vertical Improvement is consistent
9 with the numeric standards set forth in this SUD and the DSG, the Planning Director's discretion to
10 approve or disapprove the Vertical Improvement shall be limited to the Vertical Improvement's
11 consistency with the non-numeric elements of the DSG and the General Plan. Notwithstanding any
12 other provisions of this SUD, the Planning Director may, at his or her discretion, refer an Application
13 that proposes a Minor Modification to the Planning Commission if the Planning Director determines
14 that the proposed modification does not meet the intent of the DSG standards.

15 **(B) Vertical Improvements Seeking Major Modifications. If an application for**

16 Vertical Improvements seeks one or more Major Modifications, or if a design review application is
17 otherwise referred to the Planning Commission, the Planning Commission shall calendar the item for a
18 public hearing, subject to any required noticing. The Planning Commission's review shall be limited to
19 the proposed Major Modification or the modifications referred by the Planning Director for failure to
20 meet the DSG standards. The Planning Commission shall consider all comments from the public and
21 the recommendations of the staff report and the Planning Director in making a decision to approve or
22 disapprove the Vertical Improvement design, including the granting of any Major Modifications.

23 **(C) Notice of Hearings. In addition to complying with the notice requirements**

24 of the Brown Act and the Sunshine Ordinance, notice of Planning Commission hearings required by
25 subsection (1)(5)(B) shall be provided as follows:

1 (i) by mail not less than 10 days prior to the date of the hearing, to the
2 Vertical Improvement applicant, to property owners within 300 feet of the exterior boundaries of the
3 property that is the subject of the application, using for this purpose the names and addresses as shown
4 on the citywide assessment roll in the Office of the Tax Collector, and to any person who has requested
5 such notice; and

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

8 (m) **Change of Use.** Each building permit application submitted to the Department of Building
9 Inspection for Vertical Improvements shall be forwarded to the Planning Department. The applicable
10 department shall review the building permit application for consistency with the authorizations granted
11 pursuant to this Section 249.84. No building permit may be issued for any Vertical Improvement or for
12 a permit of Occupancy that would authorize a new use unless the Planning Department determines
13 such permit is consistent with the Standards set forth in the DSG.

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

16
17 Section 3. The Planning Code is hereby amended in accordance with Planning Code
18 Section 106 by revising Sectional Map ZN09, Height Map HT09, and Special Use District Map
19 SU09 of the Zoning Map, as follows:

20 (a) To change the Zoning Map (ZN09) from M-1 (Light Industrial) to MUG (Mixed-
21 Use General):

22 Assessor's Parcels (Blocks/Lot	Land Use District	New Land Use
23 Numbers)	Superseded	District
24 4606/100; 4607/025; 4620/001, 002;	M-1	MUG
25 4621/016, 018, 100, 101; 4630/005,		

100; 4631/001, 002; 4644/001, 010, 010A, 010B; 010C, 011; 4645/001, 010, 010A, 011, 012, 013		
--	--	--

(b) To change the Zoning Map (ZN09) from M-1 to P (Public):

4646/001; 4629A/010; 4630/002	M-1	P
-------------------------------	-----	---

(c) To change the Zoning Map (ZN09) from NC-2 (Neighborhood Commercial, Small Scale) to P:

4646/002, 003, 003A, 019	NC-2	P
--------------------------	------	---

(d) To change the Zoning Map (ZN09) from M-2 (Heavy Industrial) to P:

4646/002, 003, 003A, 019	NC-2	P
--------------------------	------	---

(e) To change the Height and Bulk Map (HT09) from 40-X to 20/160-IB:

Parcels	Height and Bulk District Superseded	New Height and Bulk District
4606/100; 4607/025; 4620/001, 002; 4621/016, 018, 100, 101; 4630/005, 100; 4631/001, 002; 4644/001, 010, 010A, 010B; 010C, 011; 4645/ 001, 010, 010A, 011, 012, 013;	40-X	20/160-IB

1 2 3 4	4644/004A, 005, 006, 006A, 007, 008, 009; 4645/003A, 004, 006, 007, 007A, 014, 015		
------------------	--	--	--

(f) To change the Height and Bulk Map (HT09) from 40-X to OS:

8 9 10	Parcels	Height and Bulk District Superseded	New Height and Bulk District
11 12 13 14	4601/001, 002, 003, 003A, 019; 4629A/101; 4630/002; 4596/026; 4597/026; 4606/026; 4607/024; 4621/021; 4630/002, 006, 007	40-X	OS

(g) To change the Special Use District Map (SD09) by creating the new India Basin Special Use District and assigning the following parcels to be within the India Basin Special Use District:

19	Parcels	Special Use District
20 21 22 23 24 25	4606/100; 4607/025; 4620/001, 002; 4621/016, 018, 100, 101; 4630/005, 100; 4631/001, 002; 4644/001, 010, 010A, 010B; 010C, 011; 4645/001, 010, 010A, 011, 012, 013; 4644/004A, 005, 006, 006A, 007, 008, 009; 4645/003A, 004, 006, 007, 007A, 014, 015; 4596/026; 4597/026; 4606/026; 4607/024; 4621/021; 4630/002, 006, 007	India Basin Special Use District

1 Section 4: The Figures presented in this ordinance (Figures 249.84-1, 249.84-2,
2 249.84-3, 249.84-4, 249.84-5, 249.84-6, and 249.84-7) have been placed in Board of
3 Supervisors File No. _____, and are incorporated herein by this reference.
4

5 Section 5. Effective and Operative Dates.

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

10 (b) This ordinance shall become operative on its effective date or on the effective date
11 of the Development Agreement for the India Basin Mixed-Use project, enacted by the
12 ordinance in Board of Supervisors File No. _____, whichever date occurs later; provided,
13 that this ordinance shall not become operative if the ordinance regarding the Development
14 Agreement is not approved.
15

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

18 By:

19 
20 _____
21 ANDREA RUIZ-ESQUIDE
22 Deputy City Attorney

23 n:\legan\as2018\1800706\01291938.docx
24
25

LEGISLATIVE DIGEST
(Substituted; 7/24/2018)

[Planning Code, Zoning Map - India Basin Special Use District]

Ordinance amending the Planning Code to establish the India Basin Special Use District, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the south-east part of San Francisco; amending the Planning Code by amending the Zoning Map to change zoning designations, height districts, and add the India Basin Special Use District; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

Existing Law

The India Basin Mixed-Use Project (Project) is proposed to be developed on several parcels that are currently designated as Light Industrial (M-1), Heavy Industrial (M-2), Neighborhood Commercial, Small Scale (NC-2) and Public (P), along the India Basin shoreline, in the South-East part of San Francisco.

Amendments to Current Law

This Ordinance adds Section 249.84 to the Planning Code. Section 249.84 establishes the India Basin Special Use District (SUD), located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the southeast part of San Francisco. The purpose of the SUD is to implement the Development Agreement for the India Basin Mixed-Use Project (Project), approved by the Board of Supervisors in the ordinance introduced contemporaneously with this Planning Code amendment. The Project will provide several benefits to the City, such as a significant amount of open space, increased public access, commercial space, extensive infrastructure improvements, and affordable housing, while creating jobs, housing, and a vibrant community.

The SUD establishes development standards for the Project, in conjunction with the Design Standards and Guidelines (DSG) document. The DSG document is adopted by the Planning Commission, and describes standards and guidelines applicable to the SUD in more detail.

The Ordinance lists permitted, non-permitted, temporary, and interim uses on the Project site. It sets forth controls for development at the site, including ground floor and retail controls, building standards, maximum heights, off-street parking, dwelling unit exposure, bicycle parking, open space, streetscape improvements, inclusionary housing, and others. It also

includes mechanisms for modifying those standards in the future, on a case-by-case basis, and for reviewing and approving future development phases and horizontal development.

The Ordinance also amends the Zoning Map, to do the following:

- a) change the use of the site from M-1 (Light Industrial) to M-1 to MUG (Mixed-Use General), and from M-1 and NC-2 to P (Public);
- b) change the height and bulk from 40-X to 20/160 X –IB and OS, and
- c) create the SUD in the sectional map.

The Ordinance provides that it shall become operative on its effective date or on the effective date of the Development Agreement for the India Basin Mixed-Use project, whichever date occurs later; provided, that this Ordinance shall not become operative if the ordinance regarding the Development Agreement is not approved.

Background Information

The India Basin Mixed Use Project is located generally along the India Basin shoreline, in the South-East part of San Francisco. The Project involves construction of infrastructure, public open space and other public facilities, new building construction, and rehabilitation of historic resources, resulting in a mix of market-rate and affordable residential uses, office space, commercial uses, research and development uses, and shoreline improvements. The Planning Commission certified and approved a final environmental impact report on the Project under the California Environmental Quality Act (CEQA), adopted findings under the CEQA, including a Mitigation Monitoring and Reporting Plan (MMRP), and recommended the approval this India Basin Special Use District to the Board of Supervisors.

This Ordinance facilitates the orderly development of this site by establishing the SUD to accommodate and regulate Project development. By separate legislation, the Board is considering a number of actions in furtherance of the Project, including the approval of amendments to the City's General Plan and approval of a Development Agreement.

n:\legana\as2018\1800706\01292182.docx

1 [Development Agreement - India Basin Investment LLC - India Basin Project - Innes Avenue
2 at Griffith Street]

3 **Ordinance approving a Development Agreement between the City and County of San**
4 **Francisco and India Basin Investment LLC, a California limited liability company, for**
5 **the India Basin Project at the approximately 28-acre site located at Innes Avenue**
6 **between Griffith Street and Earl Street, with various public benefits, including 25%**
7 **affordable housing and 11 acres of parks and open space; making findings under the**
8 **California Environmental Quality Act and findings of conformity with the General Plan,**
9 **and with the eight priority policies of Planning Code, Section 101.1(b); approving a**
10 **Public Trust Exchange Agreement, making public trust findings, and authorizing the**
11 **transfer and acceptance of real property and the recording of a land use covenant**
12 **consistent with the Public Trust Exchange Agreement; approving specific development**
13 **impact fees and waiving any conflicting provision in Planning Code, Article 4, or**
14 **Administrative Code, Article 10; confirming compliance with or waiving certain**
15 **provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code,**
16 **Section 1348, and ratifying certain actions taken in connection therewith.**

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

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

25 Section 1. Project Findings.

The Board of Supervisors makes the following findings:

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

4 (b) Chapter 56 of the San Francisco Administrative Code ("Chapter 56") sets forth
5 certain procedures for the processing and approval of development agreements in the City
6 and County of San Francisco (the "City").

7 (c) India Basin Investment LLC, a California limited liability company ("Developer")
8 owns the approximately 14.7 acre site along Innes Street, between Earl and Griffith Streets,
9 and holds options to purchase an additional 2.4 acres of adjacent land (the "Developer
10 Property"). The City owns approximately 6.2 acres of open space along the shoreline,
11 adjacent to the Developer Property, together with various street areas (the "City Property",
12 together with the Developer Property, the "Project Site").

13 (d) Developer filed an application with the City's Planning Department for approval
14 of a development agreement relating to the Project Site (the "Development Agreement")
15 under Chapter 56. A copy of the Development Agreement is on file with the Clerk of the
16 Board in File No. _____.

17 (e) The Developer proposes a mixed use development on the Project Site that will
18 include a new publicly accessible network of improved parkland and open space and a mixed-
19 use urban village, including up to 1,575 dwelling units, approximately 676,052 square feet
20 (15.5 acres) of publicly accessible open space, and approximately 59,500 square feet of
21 public and private open space, as well as approximately 209,106 square feet of commercial
22 space and up to 1,800 off-street parking spaces, all as more particularly described in the
23 Development Agreement (the "Project").

24 (f) As set forth in the Development Agreement, the City agrees to initiate the
25 process to vacate portions of Hudson Avenue, Griffith Street, Arelious Walker Drive and Earl

1 Street and, following any vacation and satisfaction of any applicable City conditions, to convey
2 the underlying land to Developer in connection with the land assembly required for the Project
3 (the "Street Vacation Actions"). In return, Developer will convey certain land to the City.

4 (g) Concurrently with this Ordinance, the Board is taking a number of actions in
5 furtherance of the Project, as generally described in the Development Agreement, including
6 Exhibit E to the Development Agreement (the "Approvals").

7 (h) While the Development Agreement is between the City, acting primarily through
8 the Planning Department, and Developer, other City agencies retain a role in reviewing and
9 issuing certain later approvals for the Project. Later approvals include approval of subdivision
10 maps and plans for horizontal improvements and public facilities, design review and approval
11 of new buildings, actions relating to the Street Vacations Actions, and acceptance of
12 Developer's dedications of horizontal improvements and parks and open spaces for City
13 maintenance and liability under the Subdivision Code. As a result, affected City agencies
14 have consented to the Development Agreement.

15 (i) The Project is anticipated to generate an annual average of approximately 3,505
16 construction jobs and, upon completion, approximately 477 on-site jobs and 833 total jobs,
17 with an approximately \$4.3 million annual increase in general fund revenues to the City. In
18 addition to the significant housing, jobs, urban revitalization, and economic benefits to the City
19 from the Project, the City has determined that development of the Project under the
20 Development Agreement will provide additional benefits to the public that could not be
21 obtained through application of existing City ordinances, regulations, and policies. Additional
22 public benefits to the City from the Project include: (1) an increase in affordable housing that
23 exceeds amounts otherwise required and will equal twenty five percent (25%) of the total
24 number of housing units for the Project; (2) workforce obligations, including significant
25 training, employment and economic development opportunities as part of the development

1 and operation of the Project; (3) construction and maintenance of the publicly accessible open
2 space, totaling approximately eleven (11) acres of parks and the improvement of existing City
3 Property along the shoreline; (4) child care space to serve not less than 40 children; and
4 (5) sea level rise improvements as part of the development, and future funding for additional
5 future sea level rise improvements; all as further described in the Development Agreement.
6 The Development Agreement will eliminate uncertainty in the City's land use planning for the
7 Project Site and secure orderly development.

8 (j) In particular, the City intends to create a series of contiguous, integrated
9 waterfront parks, including both the India Basin Open Space and the Big Green, as well as the
10 neighboring 900 Innes and India Basin Shoreline Park (collectively, the "India Basin Park
11 System"), for the benefit of the southeast community and the residents of San Francisco and
12 California at large. The City further intends to connect the India Basin Park System to the
13 Northside Park, when completed as part of the Candlestick/Hunters Point Shipyard
14 development project.

15 (k) Funding for maintenance of the India Basin Park System will include special
16 taxes under a community facilities district (CFD) to be formed by Developer and the City, as
17 more particularly described in the Financing Plan attached to the Development Agreement.
18 The CFD funds also will be available to pay for future sea level rise improvements.

19 (l) To assemble the land for the Project development, including the City's no-cost
20 acquisition of land from Developer for the Big Green, the City, the State Lands Commission
21 and Developer will enter into a public trust exchange agreement, substantially in the form
22 attached to the Development Agreement (the "Public Trust Exchange Agreement"). The City
23 will record a land use covenant against specified lands subject to the public trust that will be
24 placed under the Port's jurisdiction for purposes of the trust, but that will be maintained and
25 operated by the Recreation and Park Department.

1 Section 2. CEQA Findings.

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

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

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

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

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

1 Section 4. Public Trust Findings.

2 The Board of Supervisors finds that the Project is consistent with and furthers the
3 purposes of the common law public trust and statutory trust under the Burton Act (Stats. 1968,
4 ch. 1333), as follows:

5 (a) Approximately 2.63 acres of the City Property, consisting of portions of Fairfax
6 Avenue, Evans Avenue and Arelious Walker Drive (formerly Fitch Street), lie waterward of the
7 historic ordinary high tide line and, as such, are subject to the public trust and held within the
8 administration and control of the Port Commission in accordance with the Burton Act and the
9 City Charter (but this land is managed by the Recreation and Park Department as part of the
10 India Basin Open Space). An additional approximately 9 acres of City Property, of disputed
11 trust status, consists of streets under the jurisdiction of the Department of Public Works and
12 parcels within the existing India Basin Open Space under the jurisdiction of the Recreation
13 and Park Department and the Department of Public Works.

14 (b) The Developer Property includes filled lands that are not subject to the public
15 trust and lands that are of disputed status.

16 (c) As the public trust is presently configured, most of the lands on or adjacent to
17 the shoreline are either free of the trust or have uncertain trust status. At the same time, the
18 filled lands proposed for private development are further inland and cut off from the water, and
19 therefor are not useful to the public trust, yet they are encumbered with disputed trust claims.
20 The Developer Property has remained undeveloped and inaccessible for decades, despite its
21 waterfront location and adjacency to the existing waterfront parks.

22 (d) The proposed public trust exchange would eliminate all trust title uncertainties
23 within the Project Site and will facilitate the improvement and expansion of the India Basin
24 Open Space. The exchange would not remove any existing trust property from the Burton Act
25 trust, but the public trust would see a net gain of filled lands that will be useful to the trust. As

1 required under the Development Agreement and the SUD, all lands exchanged into the public
2 trust will be used for public open space, habitat restoration and water-oriented uses, all of
3 which are consistent with the Burton Act. The proposed trust settlement will consolidate the
4 public trust lands along the water for open space and public access, providing significant
5 benefits to the public trust over existing conditions.

6 (e) As set forth in the Public Trust Exchange Agreement, the lands to be freed from
7 public trust claims have been filled and reclaimed, are cut off from access to the waters of San
8 Francisco Bay, constitute a relatively small portion of the lands granted to the City and County
9 of San Francisco and are not needed or required for the promotion of the public trust. In
10 addition, the Project would not cause a substantial interference with public trust uses and
11 purposes by virtue of the exchange. The lands or interests in lands to be impressed with the
12 public trust have an economic value equal to or greater than that of the lands or interests in
13 lands that will be freed from the public trust.

14 Section 5. Development Agreement.

15 (a) The Board of Supervisors approves all of the terms and conditions of the
16 Development Agreement, in substantially the form on file with the Clerk of the Board of
17 Supervisors in File No. _____, subject to the consent of the Port Commission, the
18 Municipal Transportation Agency, the San Francisco Public Utilities Commission and the
19 Recreation and Park Commission.

20 (b) The Board of Supervisors approves and authorizes the execution, delivery and
21 performance by the City of the Development Agreement as follows: (i) the Director of
22 Planning and (other City officials listed thereon) are authorized to execute and deliver the
23 Development Agreement, with signed consents of the Port Commission, the Municipal
24 Transportation Agency, the San Francisco Public Utilities Commission, the Recreation and
25 Park Commission, and the San Francisco Fire Department, and (ii) the Director of Planning

1 and other applicable City officials are authorized to take all actions reasonably necessary or
2 prudent to perform the City's obligations under the Development Agreement in accordance
3 with the terms of the Development Agreement. Without limiting the foregoing, (A) the Port
4 Director, the Recreation and Park Department General Manager, and the Director of Property
5 are authorized to execute and perform all City obligations under the Public Trust Exchange
6 Agreement substantially in the form attached to the Development Agreement, and (B) the
7 Director of Public Finance and the Controller are authorized to take all preliminary actions
8 required to form the CFD as described in the Financing Plan, provided the actual CFD
9 formation documents and issuance of debt will be subject to the review and approval of the
10 Board of Supervisors.

11 (c) The Director of Planning, at his or her discretion and in consultation with the City
12 Attorney, is authorized to enter into any additions, amendments or other modifications to the
13 Development Agreement that the Director of Planning determines are in the best interests of
14 the City and that do not materially increase the obligations or liabilities of the City or materially
15 decrease the benefits to the City as provided in the Development Agreement. The Port
16 Director and the Recreation and Park Department General Manager, at their discretion and in
17 consultation with the City Attorney, are authorized to enter into any additions, amendments or
18 other modifications to the Public Trust Exchange Agreement that they determine are in the
19 best interests of the City and that do not materially increase the obligations or liabilities of the
20 City or materially decrease the benefits to the City as provided in the Public Trust Exchange
21 Agreement.

22 Section 6. Board Authorization and Appropriation.

23 By approving the Development Agreement, the Board of Supervisors authorizes the
24 Controller and City Departments to accept the funds paid by Developer as set forth therein,
25 and to appropriate and use the funds for the purposes described therein. The Board

1 expressly approves the use of the development impact fees as set forth in the Development
2 Agreement, and waives or overrides any provision in Article 4 of the City Planning Code and
3 Article 10 of the City Administrative Code that would conflict with the uses of these funds as
4 described in the Development Agreement.

5 Section 7. City Administrative Code Conformity and Waivers.

6 In connection with the Development Agreement, the Board of Supervisors finds that the
7 City has substantially complied with the requirements of Administrative Code Chapters 14B
8 and 56, and waives any requirement to the extent not strictly followed. The Development
9 Agreement shall prevail in the event of any conflict between the Development Agreement and
10 City Administrative Code Chapters 14B and 56, and without limiting the generality of the
11 foregoing, the following provisions of City Administrative Code Chapters 14B and 56 are
12 waived or deemed satisfied as follows:

13 (a) The Project comprises approximately 28 acres and is the type of large multi-
14 phase and/or mixed-use development contemplated by the City Administrative Code and
15 therefore satisfies the provisions of Chapter 56, Section 56.3(g).

16 (b) The provisions of Development Agreement and the Workforce Agreement
17 attached to the Development Agreement as Exhibit P shall apply in lieu of the provisions of
18 City Administrative Code Chapter 14B, Section 14B.20, and Chapter 56, Section 56.7(c).

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

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

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

3 Section 8. Planning Code Waivers; Ratification.

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

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

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

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

24 ///

25 ///

1 Section 9. Other Administrative Code Waivers.

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

9 Section 10. Subdivision Code Waivers.

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

16 Section 11. Effective and Operative Date.

17 This Ordinance shall become effective 30 days from the date of passage. This
18 Ordinance shall become operative only on (and no rights or duties are affected until) the later
19 of (a) 30 days from the date of its passage, or (b) the date that Ordinance _____,
20 Ordinance _____, and Ordinance _____ have become effective. Copies of

21 ///

22 ///

23 ///

24 ///

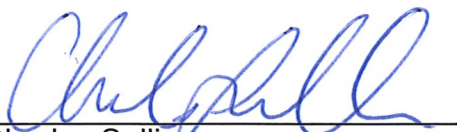
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

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

_____ and _____.

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

By: 
Charles Sullivan
Deputy City Attorney
n:\spec\as2018\1700370\01292150.docx

REVISED LEGISLATIVE DIGEST

(Substituted, 7/24/2018)

[Development Agreement – India Basin Investment LLC - Innes Avenue at Griffith Street]

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the City's General Plan and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4 or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code Chapters 14B, 23, 56, and 82 and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

Existing Law

California Government Code sections 65864 et seq. (the “Development Agreement Statute”) and San Francisco Administrative Code Chapter 56 (“Chapter 56”) authorize the City to enter into a development agreement regarding the development of real property. There are no amendments to existing law.

Background Information

India Basin Investment LLC, a California limited liability company (“Developer”), has proposed a mixed-use development project for the approximately 28-acre site along Innes Street, between Earl and Griffith Streets. The proposed project includes the construction of new streets and infrastructure, up to 1,575 dwelling units (25% affordable), and approximately 15.5 acres of publicly accessible open space, including approximately 6 acres along the Bay shoreline currently owned by the City. To assemble the land and to remove the public trust from certain development parcels, the parties intend to enter a public trust exchange agreement with the State Lands Commission. To fund future maintenance of the park lands and future sea level rise improvements, the parties intend to form a community facilities district (CFD).

City staff has negotiated a development agreement with Developer for a term of 15 years, with two extension options for another 15 years. Under the development agreement, Developer will attain the vested right to develop the Project in return for specified community benefits,

FILE NO. 180681

including the affordable housing, parks, and workforce commitments made by Developer. Approval of the ordinance would allow City staff to enter into the development agreement and the public trust exchange agreement, and waive specified provisions of the Administrative Code, Planning Code, and Subdivision Code for the Project.

By separate legislation, the Board is considering a number of other actions in furtherance of the Project, including amendments to the City's General Plan, Planning Code, and Zoning Map.

n:\spec\as2018\1700370\01285849.docx