



Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment"), dated for reference purposes only as of May 1, 2013, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City" or "Landlord"), acting by and through its Recreation and Park Commission (the "Commission") and PARKWIDE ACTIVITIES, LLC, a California limited liability company ("Lessee").

RECITALS

A. City and Lessee entered into that certain Lease, dated for reference purposes as of August 17, 2011 (the "Lease"), pursuant to which City leased to Lessee premises comprised of the following sites, each as more particularly described in the Lease (collectively, the "Premises"), to operate bicycle rental concessions in City Parks:

- a. A portion of the parking lot behind the Bandshell in Golden Gate Park referred to in the Lease as the Bandshell Site;
- b. A portion of the North side of John F. Kennedy Drive at Hagiwara Tea Garden Drive referred to in the Lease as the JFK Drive Site;
- c. A portion of the Marina Green referred to in the Lease as the Marina Green Site;
- d. A portion of Justin Herman Plaza referred to in the Lease as the Justin Herman Plaza Site; and
- e. A portion of the Union Square Plaza referred to in the Lease as the Union Square Site.

B. City and Lessee presently desire to amend the Lease to (i) eliminate the JFK Drive Site from the Premises, (ii) expand the Premises to include a portion of the East Entrance to Golden Gate Park on Stanyan Street and a portion of the Ocean Beach Parking Lot, (iii) modify minimum days of operation at the Bandshell Site, the Marina Green Site, the Justin Herman Plaza Site and the Union Square Site (iv) provide for a trial period for the additional sites, (v) specify the rent payable for the additional sites, (vi) provide for additional storage at the Park Ranger Compound Annex parking lot for Lessee's truck and trailer and equipment used in connection with Lessee's operations of the additional sites, (vii) provide that the minimum hours and days of operation of Sites may be modified from time to time at Lessee's request with permission of the General Manager, and (viii) modify the Lease in certain other respects.

AGREEMENT

NOW THEREFORE, City and Lessee hereby agree as follows.

1. Defined Terms. Unless otherwise specified, capitalized terms used herein shall have the same meaning as set forth in the Lease.
2. Effective Date. This Amendment shall become effective on the date (the "Effective Date") that is the later of the date on which (i) City's Board of Supervisors passes a resolution approving this Amendment, and (ii) the parties hereto have duly executed and delivered this Amendment.
3. JFK Drive Site. Effective as of the Effective Date, the Lease is amended to remove the JFK Drive Site from the Premises under the Lease as of midnight on the date immediately preceding the Effective Date (the "Deletion Date"). Lessee shall surrender the JFK Drive Site to City in the condition required by the Lease on the Deletion Date, and Lessee shall have no further right to use or occupy the JFK Drive Site. Lessee shall remain liable for all of Lessee's obligations which arose under the Lease with respect to the JFK Drive Site prior to midnight on the Deletion Date, and Lessee's obligation set forth in the Lease to Indemnify City with respect to the use of the JFK Drive Site shall survive with respect to claims, injuries, losses, damages, costs and expenses, including attorneys' fees, arising from or connected with circumstances, actions or omissions that occurred on or about the JFK Drive Site prior to the later of (a) midnight on the Deletion Date, or (b) the date on which Lessee vacates and surrenders the JFK Drive Site to City.
4. Additional Premises.
 - a. Additional Sites. Commencing on the Effective Date, the following space shall be added to the Premises under Section 3.1 of the Lease: (i) that portion of the East Entrance to Golden Gate Park at Stanyan Street shown on the attached Exhibit A-1 (the "Alvord Lake Site"), and (ii) that portion of the Ocean Beach parking lot shown on the attached Exhibit A-2 (the "Ocean Beach Site"). The Alvord Lake Site and the Ocean Beach Site are sometimes referred to collectively as the "Additional Locations," and the term "Site," as used in the Lease shall include the Additional Locations. Lessee shall accept the Additional Locations in their as-is condition.
 - b. Commencement of Operations at Additional Locations. Lessee shall commence operations at the Alvord Lake Site on March 1, 2013 (or, if later, on the Effective Date). Lessee shall commence operations at the Ocean Beach Site no later than June 1, 2013.
 - c. Hours of Operation of Additional Locations. For the purposes of Section 7.3(a) of the Lease, commencing on the date Lessee commences operation or is required hereunder to commence operation of its business at such Additional Location (such date, respectively, the "Alvord Lake Site Commencement Date" and the "Ocean Beach Site Commencement Date"), the minimum hours of operation of the Additional Locations shall be as follows:

Minimum Hours and Days of Operation at Alvord Lake Site
Year Round
10am-4pm, Thursday through Monday

Minimum Hours of Operation at Ocean Beach Site	
June through September	October through May
10am-4pm, Saturday and Sunday	No minimum hours, however at Lessee's election Lessee may operate 10am-4pm, Saturday and Sunday

d. Rent for Additional Locations.

(i) Alvord Lake Site: Base Rent and Percentage Rent. Commencing on March 1, 2013, the Gross Revenue from the Alvord Lake Site shall be included with the Gross Revenue from the balance of the Premises for the purpose of calculating Percentage Rent payable under the Lease, and Lessee shall pay Base Rent and Percentage Rent for the Alvord Lake Site in accordance with the terms and conditions of the Lease, provided that (A) the annual Base Rent payable under the Lease for the Alvord Lake Site shall be \$11,000 per annum, payable monthly as shown in the table below, and (B) for the purpose of computing the annual increase in annual Base Rent and monthly Base Rent for the Alvord Lake Site as required under Section 5.2(b) of the Lease, the Beginning Index (or Base Index) shall be the Index published most immediately preceding the Alvord Lake Site Commencement Date.

Alvord Lake Site Base Rent Schedule	
March through October	November through February
Monthly Base Rent: \$1,200	Monthly Base Rent: \$350

(ii) Ocean Beach Site: Base Rent and Percentage Rent. Commencing on the Ocean Beach Site Commencement Date, the Gross Revenue from the Ocean Beach Site shall be included with the Gross Revenue from the balance of the Premises for the purpose of calculating Percentage Rent payable under the Lease, and Lessee shall pay Base Rent and Percentage Rent for the Ocean Beach Site in accordance with the terms and conditions of the Lease, provided that (A) the monthly Base Rent payable under the Lease for the Ocean Beach Site shall be the respective sums set forth in the table below, and (B) for the purpose of computing the annual increase in monthly Base Rent for the Ocean Beach Site as required under Section 5.2(b) of the Lease, the Beginning Index (or Base Index) shall be the Index published most immediately preceding the Ocean Beach Site Commencement Date.

Ocean Beach Site Base Rent Schedule	
June through September	October through May
Monthly Base Rent: \$500	Monthly Base Rent calculated as follows: an amount equal to \$50 multiplied by the number of days in which Lessee operates a bike rental concession at the Ocean Beach Site during such month

e. Lessee Option to Terminate Lease of Additional Locations after Trial Period. Lessee shall have the on-going option to terminate the Lease with respect to either or both of the Additional Locations with the consent of the General Manager in accordance with the provisions of this Paragraph 4.e. If Lessee determines that that an Additional Location is

low performing despite Lessee's good faith efforts to successfully operate at such Additional Location, and Lessee desires to discontinue operation of such Additional Location based on such low performance, Lessee may provide City with written notice that Lessee desires to terminate the Lease with respect to such Additional Location(s) (a "Termination Request Notice"). Such Termination Request Notice shall specify the date on which Lessee desires to discontinue operations at such Additional Location(s) (which date shall be not earlier than thirty (30) days after the date of such notice) and shall be accompanied by (i) evidence that the Additional Location(s) had adequate operating staff during the Evaluation Period, and (ii) such other evidence of Lessee's efforts to successfully operate Lessee's business at the Additional Location(s) as Lessee would like the General Manager to consider. The General Manager shall provide Lessee with written notice either granting or denying Lessee's termination request within thirty (30) days of City's receipt of the Termination Request Notice and the accompanying documentation. The General Manager shall not unreasonably withhold consent for Lessee to discontinue operations at an Additional Location if such location is reasonably proven to be low performing. If the General Manager consents to the termination of the Lease with respect to an Additional Location, the Lease shall be terminated with respect to the subject Additional Location effective as of the proposed termination date specified in Lessee's Termination Request Notice or such other date as mutually agreed by Lessee and the General Manager, provided that Lessee shall not be relieved of any of its obligations with respect to the Additional Location accruing under the Lease prior to such termination or, if later, the date on which Lessee vacates and surrenders the Additional Location to City, and any indemnification obligations under the Lease shall survive such termination with regard to events occurring prior to such termination. Lessee must operate its business at the Additional Location during the minimum hours and days of operation for the Additional Location for no less than one hundred and twenty (120) days before submitting the Termination Request Notice. The termination option set forth in this Paragraph 4.e shall only be applicable to the Additional Locations and shall not apply to any other Site.

5. Additional Storage Units and Storage for Truck and Trailer. Effective as of the Alvord Lake Site Commencement Date, Lessee shall have the right to use that certain space in the Park Ranger Compound Annex parking lot generally depicted on the attached Exhibit B (the "Storage Space") for (i) the placement of two (2) twenty-foot (20') storage containers for the storage of materials and equipment used to operate Lessee's business at the Alvord Lake Site pursuant to the Lease, and (ii) parking and storage of one 18' foot truck and one 20'-26' foot trailer used in connection with Lessee's operations under the Lease. Further, effective as of the Ocean Beach Site Commencement Date, Lessee shall have the right to place on the Storage Space one (1) additional twenty foot (20') storage container for the storage of materials and equipment used to operate Lessee's business at the Ocean Beach Site pursuant to the Lease. The term "Premises," as used in the Lease, shall include the Storage Space, and the term "Storage Units," as defined in Section 7.1(b) of the Lease, shall include the storage units described in this Paragraph 5. Lessee shall accept the Storage Space in its as-is condition and, without limiting the generality of Section 3.5(b) of the Lease, City shall have no liability for the condition of the Storage Space or the Storage Units, shall not be obligated to provide security for the Storage Space and shall have no liability if Lessee's vehicle, trailer, or other personal property stored at the Storage Space is damaged or stolen. Upon written notice from City in connection with any repair or maintenance of the parking lot on which the Storage Space is located, Lessee shall, at Lessee's cost, temporarily relocate the Storage Units, vehicle and trailer stored on the Storage Space until the completion of such repairs. City shall perform any such repairs in a manner which is

designed to minimize disruption to Lessee without increasing the cost of such repair to City. At Lessee's request City will use reasonable efforts to locate an alternate location for Lessee's Storage Units, vehicle and trailer during the period of such repair. If Lessee terminates the Lease with respect to one of the Additional Locations, Lessee shall remove one Storage Unit from the Storage Space on or before the effective date of such partial termination and the footprint of the Storage Space shall be correspondingly reduced. If Lessee terminates the Lease with respect to both of the Additional Locations, then effective as of the date of the termination of the second Additional Location (the "Storage Space Termination Date"), the Lease shall terminate with respect to the Storage Space and Lessee shall remove all Storage Units, vehicles and trailers from the Storage Space.

Notwithstanding the foregoing, Lessee may elect by written notice to City given prior to the Storage Space Termination Date to continue to use a portion of the Storage Space for parking and storage of Lessee's truck and trailer, and in such event (i) commencing on the Storage Space Termination Date the footprint of the Storage Space shall be reduced to the parking space(s) designated by City for Lessee's truck and trailer, (ii) Lessee shall pay as additional rent under the Lease the sum of Three Hundred Dollars (\$300) per month for Lessee's use of the Storage Space, and (iii) Lessee shall have the option at any time thereafter to terminate the Lease with respect to Storage Space by ten (10) days advance written notice to City.

6. Permitted Modifications of Hours and Days of Operation. Effective as of the Effective Date, the following sentence is added to Section 7.3(a) of the Lease: "At Lessee's written request, the General Manager may grant Lessee permission to modify the hours and/or days of operation at any of the Sites comprising the Premises. Lessee shall not modify such hours and/or days of operation without the written consent of the General Manager."
7. Modification of Minimum Days of Operation. Effective as of the Effective Date, the table setting forth the Minimum Hours of Operation set forth in Section 7.3(a) of the Lease is hereby amended to provide that the minimum days of operation year round shall be Friday through Monday at the following Sites: the Bandshell Site, the Marina Green Site, the Justin Herman Plaza Site and the Union Square Site. Lessee, at Lessee's election, may also operate at such Sites Tuesday through Thursday.
8. Modification of Bicycle Rental Rates. Effective as of the Effective Date, the second sentence of Section 7.5 of the Lease shall be deleted and the following shall be substituted therefor: "Any increase in the bicycle rental rates or charges shall be subject to approval by the General Manager."
9. Six Month Trial Period for Potential New Park Locations. Effective as to the Effective Date, the provisions of Section 3.2 of the Lease is deleted and the following provision is substituted therefor:

3.2 Additional Park Locations. In order to explore the demand and desire for bike rental in additional locations in City parks, Lessee may from time to time submit a written request to City operate at one or more additional City Park locations on a trail basis not to exceed six (6) months. The General Manager may grant or deny such request at his or her sole discretion. Lessee's operations in any such additional locations during the trial period shall be pursuant to the terms and conditions of this Lease, provided however that the Base Rent and Percentage Rent payable with respect to such additional locations shall be as negotiated by City and Lessee prior to Lessee's

commencement of operation at any additional City park location. If it is the mutual desire of Lessee and the General Manager for Lessee to continue operating at the trial location following the expiration of the trial period, and if Lessee and Department staff negotiate a mutually acceptable amendment to this Lease regarding the additional site, then the General Manager shall cause Department staff to seek the approval of the Board of Supervisors for an amendment to this Lease to allow Lessee to continue to operate at the new location. Lessee acknowledges that no officer or employee of the City has authority to commit the City to such a transaction unless and until an appropriate resolution of the Board of Supervisors has been duly passed approving the transaction based upon information produced from the environmental review (CEQA) process and on other public review and hearing processes and subject to all applicable governmental approvals."

10. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original but all of which shall constitute one document.
11. Entire Agreement. This Amendment sets forth the entire understanding of the parties on the subject matter of this Amendment. There are no agreements between Landlord and Lessee relating to the Lease other than those set forth in writing and signed by the parties. Neither party has relied upon any understanding, representation or warranty not set forth herein, either oral or written, as an inducement to enter into this Amendment.
12. Lease in Full Force and Effect; Amendment Prevails. Except as amended hereby, the Lease remains unmodified and in full force and effect. To the extent the provisions of this Amendment conflict with the provisions of the Lease, this Amendment shall prevail.

[No further text this page.]

City and Lessee have executed this Amendment as of the date first written above.

CITY: CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
PHILIP GINSBURG, General Manager

Recreation and Park Department

LESSEE: PARKWIDE ACTIVITIES, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

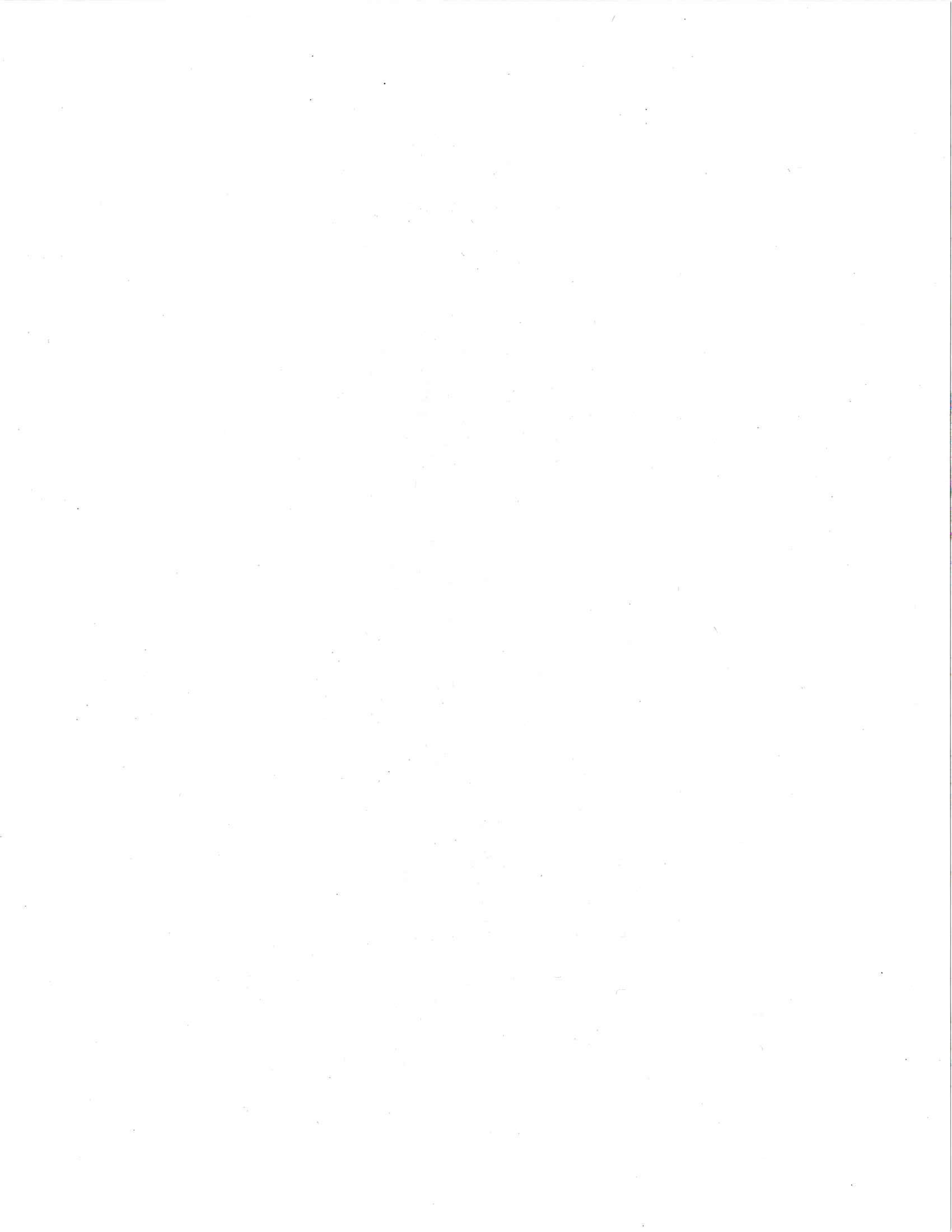
DENNIS HERRERA,
City Attorney

By: _____
Anita L. Wood
Deputy City Attorney



Ocean Beach Kiosk
Conceptual Rendering
7/13/2012







Stanyan/Haight Street Site

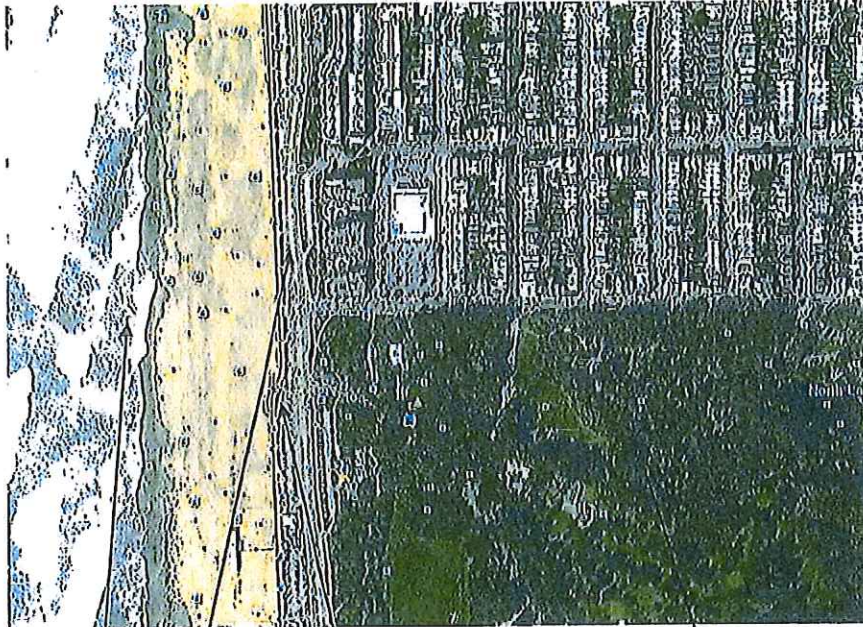


**ParkWide
Proposed
Stanyan/Haight
Location**

**Stanyan
Street**

Haight Street

Ocean Beach Site



Ocean
Beach

The
Great
Hwy

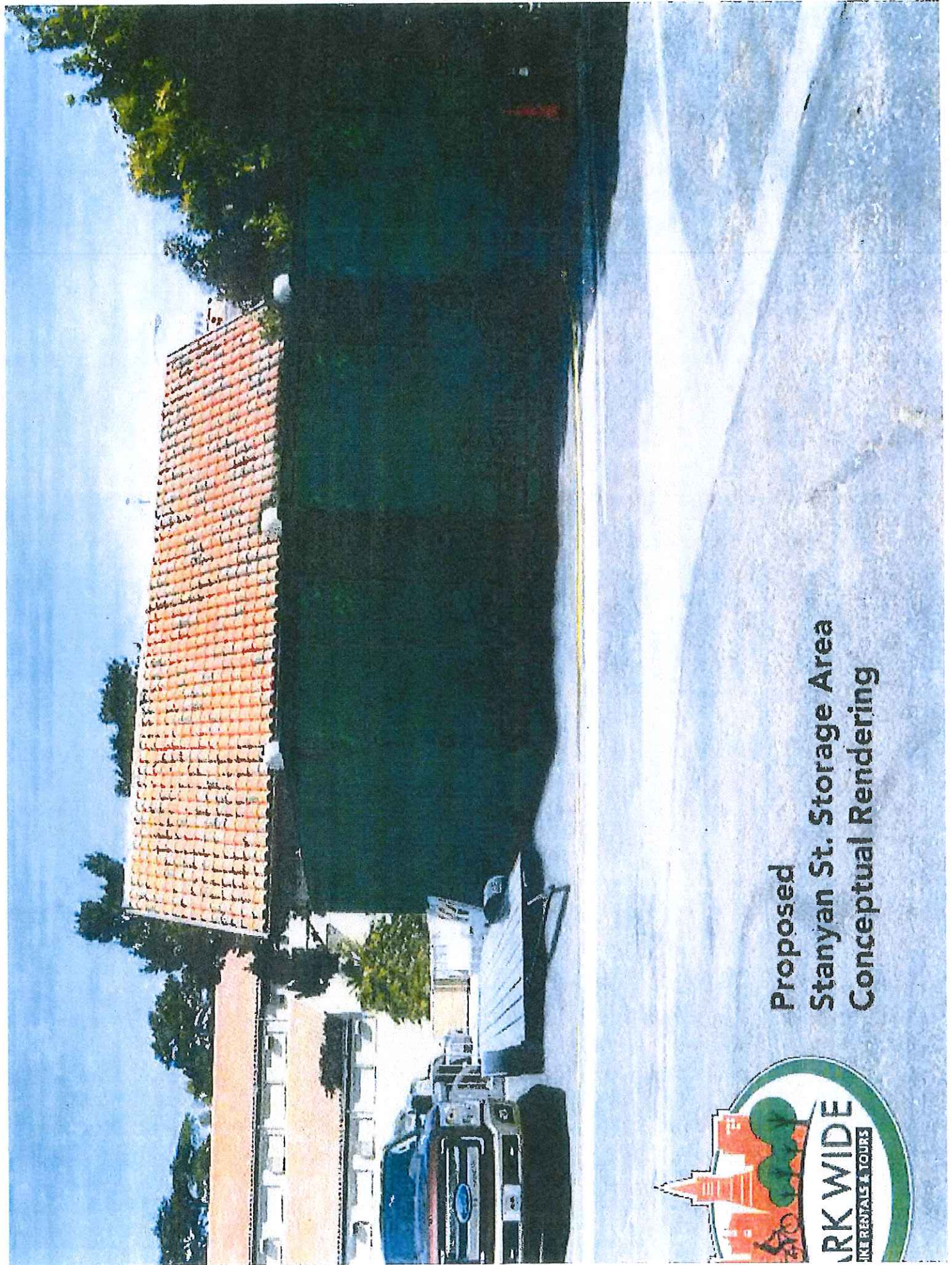
ParkWide's Proposed
Location in Parking

Golden Gate Park

Close up of Ocean Beach Location



ParkWide's Proposed Location in the Ocean Beach Parking Lot



**Proposed
Stanyan St. Storage Area
Conceptual Rendering**



RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution No. 1302-008

PARKWIDE ACTIVITIES LEASE AMENDMENT

RESOLVED, That this Commission does recommend that the Board of Supervisors approve a lease amendment with ParkWide Activities LLC. to: 1) expand bicycle rental operations to Alvord Lake (east end of Golden Gate Park, Stanyan Street at Haight Street) and Ocean Beach, 2) remove the existing rental location on John F. Kennedy Drive at 8th Avenue in Golden Gate Park and, 3) reduce the minimum days of operation at the four existing rental locations (the Bandshell, Marina Green, Justin Herman Plaza and Union Square).

Adopted by the following vote:

Ayes	5
Noes	0
Absent	2

I hereby certify that the foregoing resolution was adopted at the Special Meeting of the Recreation and Park Commission held on February 21, 2013.


Margaret A. McArthur, Commission Liaison



SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral

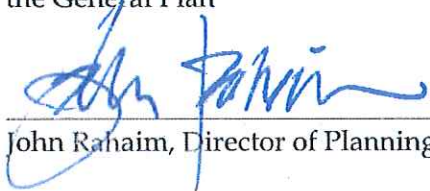
Date: January 22, 2013
Case No. Case No. 2012.1538R
City Lease of 2 sites for temporary bike rental Concessions; and parking and storage facility associated with business.

Block/Lot No.: 1700/001 Ocean Beach / 1228/006 Stanyan St.
Project Sponsor: Cassandra Costello
San Francisco Recreation and Park Department
501 Stanyan St. Suite 400
San Francisco, CA 94102

Applicant: Same as Above

Staff Contact: David Winslow – (415) 575-9159
david.winslow@sfgov.org

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

Recommended By: 
John Rahaim, Director of Planning

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PROJECT DESCRIPTION

The proposed project is an amendment to a lease amendment with ParkWide bike rentals to provide temporary pop up bike rentals in two locations: one occupying a parking lot at Ocean Beach and the occupying sidewalk space on Stanyan Street adjacent to Golden Gate Park. These temporary facilities will have a "hop on, hop off" concept, whereby a customer can pick up a bike at one location and drop it off at another, including the company's other locations in Union Square, Justin Herman Plaza, the Marina Green and elsewhere in Golden Gate Park. The two selected locations - one in the Ocean Beach Parking Lot and one at the east end of Golden Gate Park off Stanyan and Haight Streets - represent underutilized spaces that could be improved by the activation the daytime rental facilities provide. Each bike rental sets up at the beginning of the day and breaks down each evening, with no facilities remaining outside of operating hours. The daytime rental facilities are accompanied by storage space for overnight storage of bicycles.

**GENERAL PLAN REFERRAL
CITY LEASE OF PORTIONS OF
STANYAN AND OCEAN BEACH PARKING
STREET FOR USE BY PARKWIDE ACTIVITIES, LLC**

CASE NO. 2012.1538R

The submittal is for a General Plan Referral to recommend whether the Project is in conformity with the General Plan, pursuant to Section 4.105 of the Charter, and Section 2A.52 and 2A.53 of the Administrative Code.

SITE DESCRIPTION AND PRESENT USE

The proposed sites would occupy a portion of the parking lot on the west side of the Great Highway, and a portion of sidewalk space along the west side of Stanyan at the end of Haight Street. Storage containers associated with the kiosks will be located on a parking lot in Golden Gate Park, screened from general view.

ENVIRONMENTAL REVIEW

On December 28, 2012, the Major Environmental Analysis of the Department determined that the Project (City acquisition and/or lease) is Categorically Exempt from Environmental Review under CEQA class 4(e) – Minor Temporary use of land.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

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

Note: General Plan Objectives and Policies in **Bold font**;

General Plan text is in regular font.

Staff comments are in *italic text*.

Bicycle parking and use is consistent with current use of City parks; a storage structure would be ancillary to the primary recreational purpose, and housed in a discreet location.

POLICY 1.3

Give priority to public transit and other alternatives to the private automobile as the means of meeting San Francisco's transportation needs, particularly those of commuters.

In order to maintain a desirable living and business environment in San Francisco, the use of mass transit, ridesharing, walking and bicycling must assume a high priority to ensure mobility for commuters and residents alike. Mobility is ideally provided by a well-connected,

multimodal system, but where a choice must be made to either provide public transit or accommodate the private automobile, public transit should receive the priority, consistent with the city's Transit First policy.

The bicycle facility would primarily serve recreational bicycling through Golden Gate Park and the shoreline and facilitate a car free mode of touring these open spaces, thus taking some vehicular traffic that would be expected otherwise.

POLICY 1.6

Ensure choices among modes of travel and accommodate each mode when and where it is most appropriate.

San Francisco and the Bay Area have various means of travel: automobile, bus, streetcar, walking, taxi, cable car, ferry, railroad, BART and bicycling. Flying is occasionally used as a means of intra-regional travel. Each mode of travel has special advantages or disadvantages for certain types of trips and for certain origins and destinations. The least costly or most convenient means to satisfy travel demand is not necessarily the best investment in the context of comprehensive planning: cost or convenience must usually be balanced against effects on the environment and impact on land use and development patterns. However, it should be remembered that some modes such as walking and bicycling can be utilized on many streets with minimal environmental and land use impact.

Bicycling should be given priority for the following kinds of trips and/or in the specified areas:

- In parks, on trails, on roads of particular scenic beauty, and in other recreational areas, and where the enjoyment of slow movement and the preservation of the natural environment would be severely compromised by automobile traffic.
- For work trips generally within San Francisco, especially the downtown and other dense areas, especially where automobile parking is scarce.
- Where concentration of activity is high, particularly where streets are narrow and the intervening distances are short, that more convenient access among interrelated activities may be achieved by bicycling.
- Where large numbers of people with limited means or low automobile ownership reside or arrive as a destination.
- In neighborhood commercial districts, and where cultural and recreational facilities are clustered.

**GENERAL PLAN REFERRAL
CITY LEASE OF PORTIONS OF
STANYAN AND OCEAN BEACH PARKING
STREET FOR USE BY PARKWIDE ACTIVITIES, LLC**

CASE NO. 2012.1538R

- For trips to sports, cultural and other heavily attended events.
- As a connector to and from transit, especially regional transit.
- Along the alignment of the regional Bay Trail network, linking shoreline recreational destinations.

The bicycle facility would primarily serve recreational bicycling through Golden Gate Park and the shoreline and facilitate a car free mode of touring these open spaces, thus taking some vehicular traffic that would be expected otherwise.

POLICY 2.2

Reduce pollution, noise and energy consumption.

Bicycling and walking, the quietest, cleanest and most energy-efficient forms of transportation, should be promoted whenever possible. Gasoline- and diesel-powered automobiles and buses pollute the air, generate substantial noise and consume fossil fuel, in comparison with electric vehicles. The city has long been committed to transit powered by electricity, and this commitment has maintained a high level of environmental quality. Future city programming should work toward noise abatement ordinances and other noise control actions, both by administrative and operational means. For instance, where it is not feasible to use the existing electric transit vehicles, diesel buses should be replaced by quieter and less polluting transit vehicles. Another example is the placement of stop signs in relation to topography to avoid substantial noise caused by acceleration and deceleration.

Providing the option to rent bicycles would encourage an alternate mode to use and reduces noise pollution and energy consumption.

POLICY 2.3

Design and locate facilities to preserve the historic city fabric and the natural landscape, and to protect views.

Care must be taken to ensure that street and transit improvements are made to enhance the beauty and delicate fabric of the city and to protect views of the city, the bay, the ocean and the hills.

The bicycles would temporarily occupy space normally occupied by parked cars and a wide sidewalk. They would be taken in and stored nightly. The storage containers would be screened from general view.

POLICY 12.1

Develop and implement strategies which provide incentives for individuals to use public transit, ridesharing, bicycling and walking to the best advantage, thereby reducing the number of single occupant auto trips.

Such strategies may include the provision of secure bicycle parking and shower facilities for bicyclists and walkers, subsidized transit passes, and "cash-out" parking programs for persons who do not drive to facilities where automobile parking is subsidized.

Although intended for recreational bicycle riding, such experiences could reasonably lead to more habitual use of bicycles for other purposes. Encouragement of bicycling for daily trips would reduce single use auto trips.

POLICY 18.5

Mitigate and reduce the impacts of automobile traffic in and around parks and along shoreline recreation areas.

Streets in large parks, around small parks and along recreational parts of the shoreline should function primarily for access to recreational facilities and for scenic driving, not as thoroughfares. Heavy or fast surface traffic endangers pedestrians and cyclists, cuts off access to recreation and reduces the pleasure of being in parks by causing noise, pollution and visual disharmony. Excessive automobile traffic also inhibits the movement of freight rail, freight and delivery trucks and vans that supporting the maritime uses along the waterfront. Pedestrian entrances to parks should be at street intersections to the extent possible.

Bicycles stationed between the east and west ends of Golden Gate Park would clearly offer people an alternate to travel through the park and along the shoreline.

POLICY 27.9

Identify and expand recreational bicycling opportunities.

Although many of the commuter routes will also serve recreational cyclists, such as those accessing tourist attractions and natural and scenic areas, other routes should be designed to accommodate recreational cyclists. Special attention should be paid to identify and map popular recreational destinations which may not be on regular through commuter routes, such as around Lake Merced, routes to the zoo, or parts of the Bay Trail and the Ridge Trail. Such routes should also be designated on the bicycle route map developed for San Francisco.

The intended use is specifically for recreational use adjacent to two of the most visited recreational areas in San Francisco. Bicycles stationed between the east and west ends of Golden Gate Park would clearly offer people an alternate to travel through the park and along the shoreline.

PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1

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

Eight Priority Policies Findings

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

The proposed project is found to be consistent with the eight priority policies of Planning Code Section 101.1 in that:

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

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

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

The Project would have no adverse effect on the City's housing stock or on neighborhood character. The existing housing and neighborhood character will be not be negatively affected.

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

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

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

The Project would not result in commuter traffic impeding MUNI's transit service, overburdening the streets or altering current neighborhood parking. The amendment will lessen the burden of traffic congestion on our streets and on neighborhood parking by providing a transit first way to get around the city.

GENERAL PLAN REFERRAL
CITY LEASE OF PORTIONS OF
STANYAN AND OCEAN BEACH PARKING
STREET FOR USE BY PARKWIDE ACTIVITIES, LLC

CASE NO. 2012.1538R

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

The Project would not affect the existing economic base in this area, but will enhance future opportunities for resident employment by providing up to 53 local jobs.

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

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

7. That landmarks and historic buildings be preserved.

This amendment does not affect landmarks or historic buildings.

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

The Project would have no adverse effect on parks and open space or their access to sunlight and vista. There is no development associated with this lease.

RECOMMENDATION:

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

Attachments:

Site Plan – Aerial photos
Conceptual Renderings

cc: *Julian Sutherland*, Real Estate

I:\Citywide\General Plan\General Plan Referrals\2010 TEMPLATE.doc

Stanyan/Haight Street Site

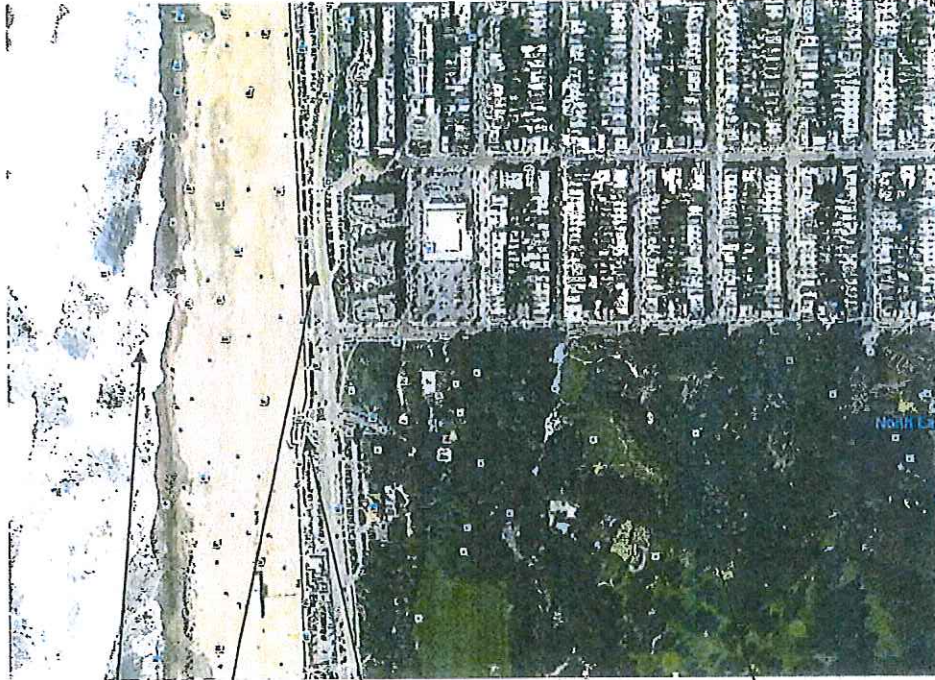


ParkWide
Proposed
Stanyan/Haight
Location

Stanyan
Street

Haight Street

Ocean Beach Site



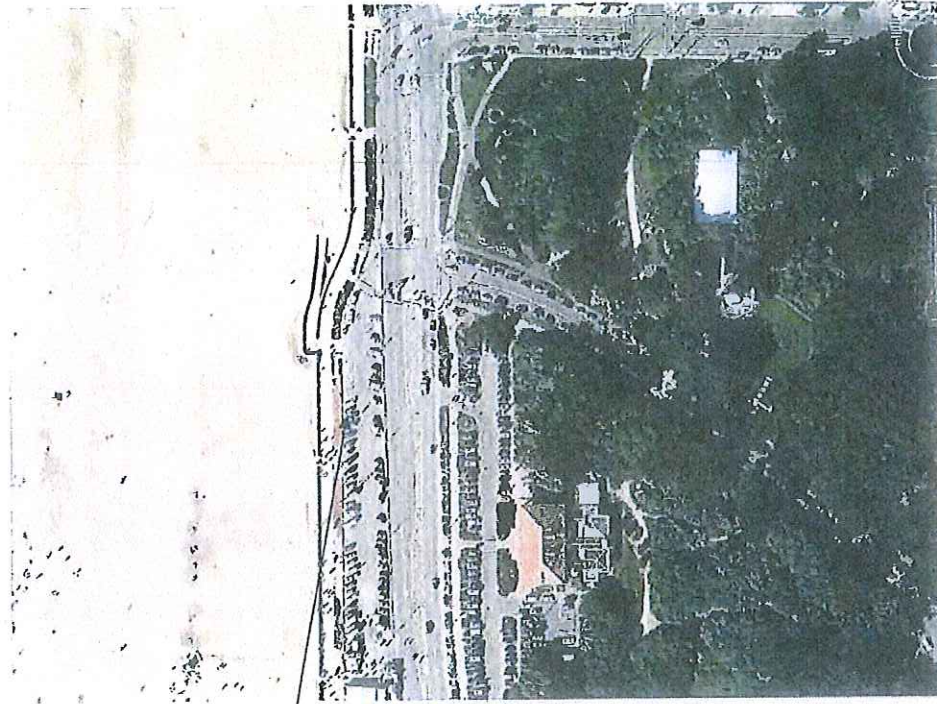
Ocean Beach

The Great Hwy

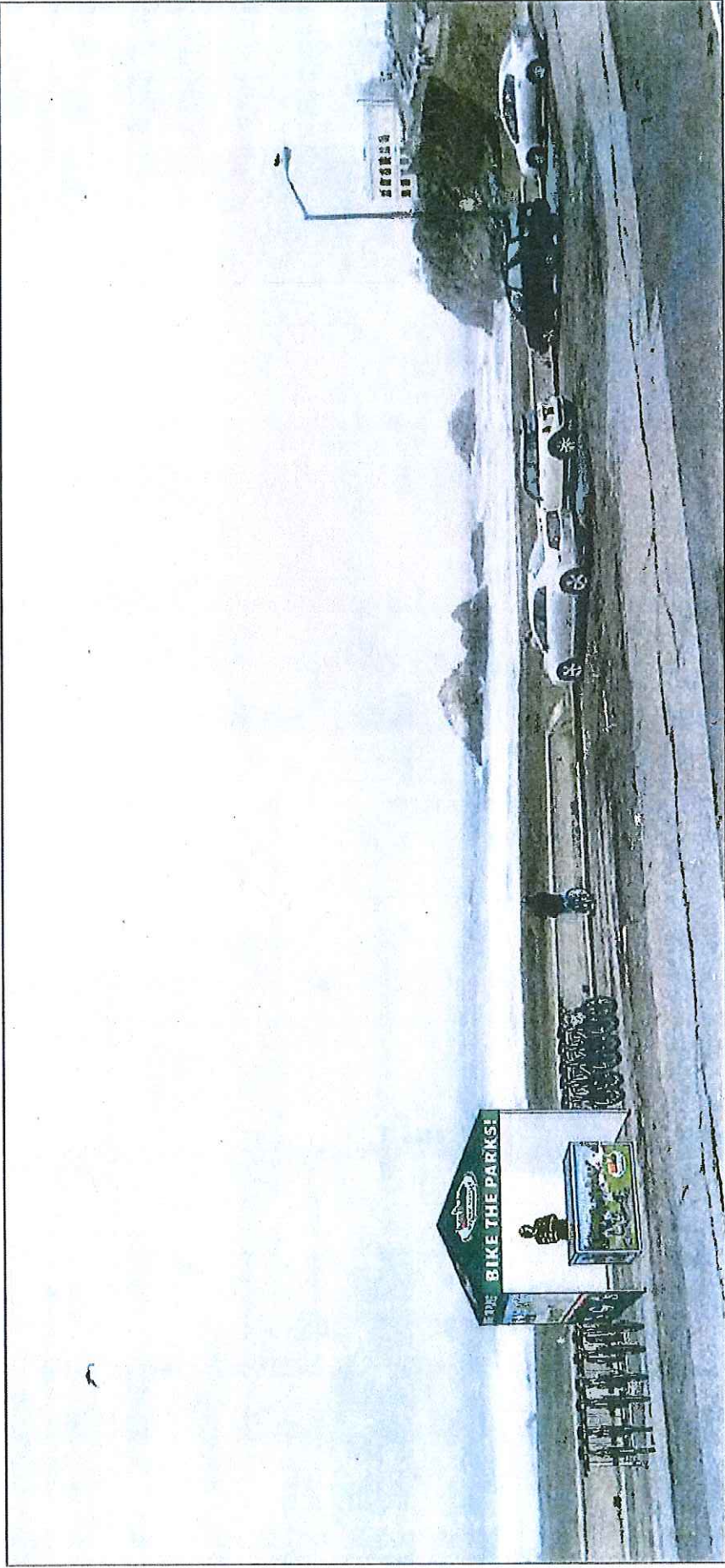
ParkWide's Proposed Location in Parking

Golden Gate Park

Close up of Ocean Beach Location



ParkWide's Proposed Location in the Ocean Beach Parking Lot



Ocean Beach Kiosk
Conceptual Rendering
7/13/2012





SAN FRANCISCO PLANNING DEPARTMENT

CEQA Categorical Exemption Determination

Property Information/Project Description

PROJECT ADDRESS

811 Stanton & Ocean Beach
BK 4 lot & Stanton & Haight

BLOCK/LOT(S)

CASE NO.

2012.1538 E

PERMIT NO.

PLANS DATED

Addition/ Alteration (detailed below)

Demolition (requires HRER if over 50 years old)

New Construction

STEP 1 EXEMPTION CLASS

Class 1: Existing Facilities
Interior and exterior alterations; additions under 10,000 sq.ft.; change of use if principally permitted or with a CU.

Class 3: New Construction
Up to three (3) single family residences; six (6) dwelling units in one building; commercial/office structures under 10,000 sq.ft.; accessory structures; utility extensions.

Class 4(e) - Minor Temporary Use of Land

NOTE:
If neither class applies, an *Environmental Evaluation Application* is required.

STEP 2 CEQA IMPACTS (To be completed by Project Planner)

If ANY box is initialed below an *Environmental Evaluation Application* is required.

_____ **Transportation:** Does the project create six (6) or more net new parking spaces or residential units? Does the project have the potential to adversely affect transit, pedestrian and/or bicycle safety (hazards) or the adequacy of nearby transit, pedestrian and/or bicycle facilities?

_____ **Air Quality:** Would the project add new sensitive receptors (specifically, schools, colleges, universities, day care facilities, hospitals, residential dwellings [subject to Article 38 of the Health Code], and senior-care facilities)?

_____ **Hazardous Materials:** Would the project involve 1) change of use (including tenant improvements) and/or 2) soil disturbance; on a site with a former gas station, auto repair, dry cleaners, or heavy manufacturing use, or on a site with underground storage tanks?
Phase I Environmental Site Assessment required for CEQA clearance (E.P. initials required)

_____ **Soil Disturbance/Modification:** Would the project result in the soil disturbance/modification greater than two (2) feet below grade in an archeological sensitive area or eight (8) feet in non-archeological sensitive areas?
Refer to: EP ArcMap > CEQA CatEx Determination Layers > Archeological Sensitive Areas

_____ **Noise:** Does the project include new noise-sensitive receptors (schools, colleges, universities, day care facilities, hospitals, residential dwellings, and senior-care facilities) fronting roadways located in the noise mitigation area?
Refer to: EP ArcMap > CEQA CatEx Determination Layers > Noise Mitigation Area

_____ **Subdivision/Lot-Line Adjustment:** Does the project site involve a subdivision or lot-line adjustment on a lot with a slope of 20% or more?
Refer to: EP ArcMap > CEQA CatEx Determination Layers > Topography

Approved Planning Director
Cristina Pereira
Environmental Planner
12/27/12

NOTE:
Project Planner must initial box below before proceeding to Step 3.

Project Can Proceed With Categorical Exemption Review.

The project does not trigger any of the CEQA Impacts and can proceed with categorical exemption review.

GO TO STEP 3

MP

STEP 3 PROPERTY STATUS - HISTORICAL RESOURCE

Property is one of the following: (Refer to: San Francisco Property Information Map)

- Category A: Known Historical Resource** **GO TO STEP 5**
- Category B: Potential Historical Resource** (over 50 years of age) **GO TO STEP 4**
- Category C: Not a Historical Resource or Not Age Eligible** (under 50 years of age) **GO TO STEP 6**

Temporary storage unit to be placed on existing parking lot @

STEP 4 PROPOSED WORK CHECKLIST (To be completed by Project Planner)

If condition applies, please initial.

- 1. **Change of Use and New Construction** (tenant improvements not included).
- 2. **Interior alterations/interior tenant improvements.** Note: Publicly-accessible spaces (i.e. lobby, auditorium, or sanctuary) require preservation planner review.
- 3. **Regular maintenance and repair** to correct or repair deterioration, decay, or damage to the building.
- 4. **Window replacement** that meets the Department's *Window Replacement Standards* (does not include storefront window alterations).
- 5. **Garage work**, specifically, a new opening that meets the *Guidelines for Adding Garages and Curb Cuts*, and/or replacement of garage door in an existing opening.
- 6. **Deck, terrace construction, or fences** that are not visible from any immediately adjacent public right-of-way.
- 7. **Mechanical equipment installation** not visible from any immediately adjacent public right-of-way.
- 8. **Dormer installation** that meets the requirements for exemption from public notification under *Zoning Administrator Bulletin: Dormer Windows*.
- 9. **Additions** that are not visible from any immediately adjacent public right-of-way for 150' in each direction; does not extend vertically beyond the floor level of the top story of the structure or is only a single story in height; does not have a footprint that is more than 50% larger than that of the original building; and does not cause the removal of architectural significant roofing features.

NOTE:
Project Planner must check box below before proceeding.

- Project is not listed:**
GO TO STEP 5
- Project does not conform to the scopes of work:**
GO TO STEP 5
- Project involves 4 or more work descriptions:**
GO TO STEP 5
- Project involves less than 4 work descriptions:**
GO TO STEP 6

811 storage

STEP 5 CEQA IMPACTS - ADVANCED HISTORICAL REVIEW (To be completed by Preservation Planner)

If condition applies, please initial.

- 1. Project involves a **Known Historical Resource (CEQA Category A)** as determined by Step 3 and conforms entirely to Scope of Work Descriptions listed in Step 4. (Please initial scopes of work in STEP 4 that apply.)
- 2. **Interior alterations to publicly-accessible spaces.**

- 3. **Window replacement** of original/historic windows that are not "in-kind" but are is consistent with existing historic character.
- 4. **Façade/storefront alterations** that do not remove, alter, or obscure character-defining features.
- 5. **Raising the building** in a manner that does not remove, alter, or obscure character-defining features.
- 6. **Restoration** based upon documented evidence of a building's historic condition, such as historic photographs, plans, physical evidence, or similar buildings.
- 7. **Addition(s)**, including mechanical equipment that are minimally visible from a public right of way and meets the *Secretary of the Interior's Standards for Rehabilitation*.
- 8. **Other work consistent** with the *Secretary of the Interior Standards for the Treatment of Historic Properties*

Specify:

- * 9. **Reclassification of property status** to Category C
 - a. Per Environmental Evaluation Evaluation, dated:
 - * Attach *Historic Resource Evaluation Report*
 - b. Other, please specify:
- * Requires initial by Senior Preservation Planner / Preservation Coordinator

NOTE:
If ANY box is initialed in STEP 5, Preservation Planner MUST review & initial below.

Further Environmental Review Required.

Based on the information provided, the project requires an *Environmental Evaluation Application* to be submitted.

GO TO STEP 6

Preservation Planner Initials

Project Can Proceed With Categorical Exemption Review.

The project has been reviewed by the Preservation Planner and can proceed with categorical exemption review.

GO TO STEP 6

Preservation Planner Initials

STEP 6 CATEGORICAL EXEMPTION DETERMINATION (To be completed by Project Planner)

- Further Environmental Review Required.**
Proposed Project does not meet scopes of work in either:

(check all that apply)

- Step 2 (CEQA Impacts) or
- Step 5 (Advanced Historical Review)

STOP!

Must file *Environmental Evaluation Application*.

- No Further Environmental Review Required.** Project is categorically exempt under CEQA.

Planner's Signature

Date

12/27/12

Print Name **Approved Planning Dept. Monica Cristina Pereira,**

Environmental Planner
Once signed and dated, the Environmental Planner categorical exemption pursuant to CEQA Guidelines and Chapter 31 of the Administrative Code.

