

1 [Trinity Plaza Development Agreement.]

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**Resolution stating as a matter of policy of the Board of Supervisors that any Development Agreement presented to the Board for approval concerning the proposed Trinity Plaza development project at 1177 Market Street should contain specified unit affordability, tenant protection provisions, and required project amenities comparable to those currently enjoyed at 1169 Market Street.**

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WHEREAS, California Government Code Section 65864 et seq. authorizes any city, county, or city and county to enter into an agreement for the development of real property within the jurisdiction of the city, county, or city and county; and

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

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WHEREAS, Pursuant to Section 56.14 of the Administrative Code, the final decision whether to approve or disapprove a proposed development agreement rests with the Board of Supervisors, either upon a recommendation of approval from the Planning Commission or an appeal from the applicant/developer; and

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WHEREAS, Section 56.7 of the Administrative Code sets forth a list of mandatory and permitted contents of a development agreement, which may include "terms or conditions deemed appropriate in light of the facts and circumstances"; and

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WHEREAS, Appropriate development of the site at 1177 Market Street ("Trinity Plaza") is an important part of the City's ongoing effort to revitalize the Mid-Market area; and,

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WHEREAS, Currently existing on the Trinity Plaza site is a residential structure with approximately 360 rent-controlled residential units; and,

1           WHEREAS, It is the present intention of the Board of Supervisors not to approve any  
2 proposed development agreement for Trinity Plaza that does not contain provisions ensuring  
3 the continued affordability of units on the site, protecting the Existing Tenants (as defined in  
4 Section 1(b) below) from displacement due to the proposed future development of the site,  
5 and substantially maintaining existing amenities in the project; now, therefore, be it

6           RESOLVED, That the Board of Supervisors hereby states as a matter of Board policy  
7 that any Development Agreement presented to the Board for approval concerning the  
8 proposed Trinity Plaza development project must contain the following provisions:

9           1.     Replacement Units.

10           (a)    The Trinity Plaza developer/landlord ("Developer") shall provide one-for-one  
11 replacement in the new development of the 360 rent-controlled units currently existing on the  
12 Trinity Plaza site ("Replacement Units").

13           (b)    The initial rent for a Replacement Unit to be occupied by an Existing Tenant in  
14 the new development shall be the then-existing rent being charged said Existing Tenant at the  
15 time of relocation to the Replacement Unit. The Replacement Units shall be subject to the  
16 City's Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the San  
17 Francisco Administrative Code) for the life of the building and so long as the aforementioned  
18 Ordinance, or a similar successor ordinance remains in effect, whether or not the initial  
19 Existing Tenant moves out of the unit. For purposes of this Agreement, "Existing Tenant"  
20 shall mean a person residing at Trinity Plaza, with a lease, at the time of the introduction of  
21 this Agreement at a hearing of the Board of Supervisors.

22           (c)    The Developer shall assume all costs associated with the construction of the  
23 Replacement Units and making them ready for occupancy. None of these initial costs of  
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1 construction shall be passed on to the current Trinity Plaza tenants or to any prospective  
2 tenants who would occupy any of the Replacement Units or BMR Units.

3 (d) The above one-for-one replacement requirements shall apply whether or not any  
4 or all of the Existing Tenants choose to reside in the new development.

5 2. BMR (Below Market Rate) Units.

6 The minimum number of BMR Units in the new development shall be the number  
7 required by the San Francisco Planning Code on the date the ordinance approving the  
8 Development Agreement becomes effective, based on the number of units in the project  
9 remaining after subtracting the number of Replacement Units. All BMR Units shall be  
10 provided on site. A Replacement Unit may not be used to meet the City's inclusionary  
11 housing requirements.

12 3. Moving Issues.

13 (a) The Developer shall pay moving expenses in relocating an Existing Tenant from  
14 their existing unit at Trinity Plaza to a newly-constructed unit in the development, including but  
15 not limited to any one-time utility hook-up fees incurred by the tenant in relocating to a newly-  
16 constructed unit in the development, and each new unit will be wired for telephone and cable  
17 access. The tenant may move existing landlord-provided furnishings into the Replacement  
18 Unit, and those furnishings will thereafter belong to the tenant. The Developer shall not  
19 require a new security deposit in order for the tenant to move into the newly-constructed unit,  
20 but shall transfer the tenant's existing security deposit to the new unit he or she moves into.

21 (b) Any Existing Tenant whose unit may be reasonably impacted by the  
22 construction of the replacement units may apply for relocation within Trinity Plaza. The  
23 Developer shall, to the extent reasonably feasible, attempt to relocate the Existing Tenant to a  
24 similar unit within Trinity Plaza at a location removed from the proposed construction of the  
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1 Replacement Units, also known as the development of Building A. All reasonable costs and  
2 expenses incurred by the Existing Tenant in relocating shall be borne by the Developer.

3 4. Trinity Plaza, Existing Tenant's Right to Occupy a Newly Constructed Unit in the  
4 New Development and Lifetime Leases.

5 (a) Upon the completion of the first new tower, the Developer shall notify the  
6 Existing Tenants that they have the right to occupy a newly constructed unit in Building A. It is  
7 anticipated that each floor of Building A will contain 20 Replacement Units. Developer shall  
8 designate the units on floors 1 through 23 as the Replacement Units.

9 (b) Each Existing Tenant shall be entitled to a Replacement Unit of the same size or  
10 larger than his or her existing unit at Trinity Plaza. Existing Tenants shall have the right to  
11 select the Replacement Unit of their choice as follows:

12 (i) Floor 2 through 9 – Existing Tenants shall have a choice of 18 out of 20  
13 units excepting the two units facing Mission Street – total 144 units;

14 (ii) Floors 10 through 19 – Existing Tenants shall have a choice of 17 units  
15 excepting two units facing Mission and one unit facing northwest – total 140 units;

16 (iii) Floors 20 and 21 – Existing Tenants shall have a choice of 16 units,  
17 excepting two units facing Mission and two units facing Market – total 32 units; and,

18 (iv) Floors 22 and 23 – Existing Tenants shall have their choice of seven units  
19 facing east, excepting two units facing north and two units facing south – total 14 units.

20 Any conflict among Existing Tenants in selecting units shall be resolved by seniority  
21 status.

22 (c) An Existing Tenant and his or her existing roommate or future spouse or  
23 domestic partner shall be entitled to a lifetime lease in the Replacement Unit in Building A.

24 5. Size of Newly Constructed Units; Other Amenities.  
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1 (a) The Developer shall provide Replacement Units that are comparable in  
2 amenities, style, function, design and layout with the studio units in the other towers and the  
3 project as a whole. All studio units will be larger than existing units. In Building A, they will be  
4 approximately 460 square feet. Each unit will incorporate two large windows (6' by 6'). Each  
5 unit will contain a full walk-in closet. The kitchen will be a full operable standard kitchen  
6 including a stovetop, oven, microwave, full-size refrigerator, and garbage disposal. Each unit  
7 will contain one full bath with a sink, standard size bathtub, medicine cabinet and toilet. There  
8 will be a second closet at the front entry for guests.

9 (b) There will be an adequate laundry room with a minimum of two washers and  
10 three dryers and a trash/recycling room on each floor.

11 (c) A free fitness center will be provided to the Existing Tenants when the phased  
12 construction of the project is complete.

13 (d) A multi-purpose room of at least 1,000 square feet will be provided in the new  
14 development free of charge and for the exclusive use of the tenants.

15 (e) The Developer shall provide a children's playground of at least 225 square feet  
16 on the site for the exclusive use of the tenants, which gated children's playground shall be  
17 available for use at the time Building A is completed and ready for occupancy.

18 6. Private Right of Action. In addition to the options available to the City and  
19 County of San Francisco to enforce the Development Agreement, the Existing Tenants shall  
20 have a private right of action against the Developer, but not against the City, to enforce the  
21 tenant protection provisions contained in this Agreement with attorneys' fees and costs  
22 awarded to the prevailing party in any court action.



# City and County of San Francisco

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

## Tails

## Resolution

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**File Number:** 051162

**Date Passed:**

Resolution stating as a matter of policy of the Board of Supervisors that any Development Agreement presented to the Board for approval concerning the proposed Trinity Plaza development project at 1177 Market Street should contain specified unit affordability, tenant protection provisions, and required project amenities comparable to those currently enjoyed at 1169 Market Street.

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June 21, 2005 Board of Supervisors — ADOPTED

Ayes: 7 - Alioto-Pier, Ammiano, Dufty, Elsbernd, Mirkarimi, Peskin, Sandoval

Absent: 3 - Daly, Ma, McGoldrick


Excused: 1 - Maxwell

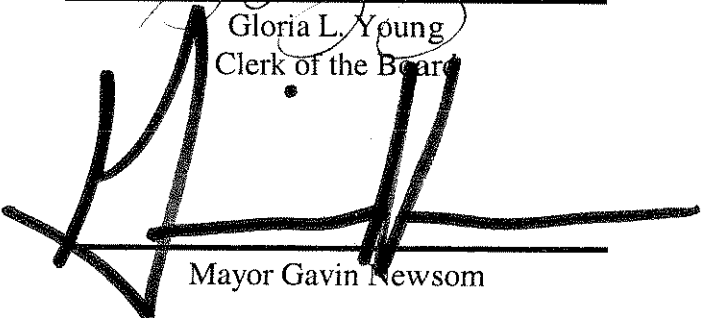
File No. 051162

I hereby certify that the foregoing Resolution was ADOPTED on June 21, 2005 by the Board of Supervisors of the City and County of San Francisco.

JUN 23 2005

\_\_\_\_\_  
Date Approved

  
\_\_\_\_\_  
Gloria L. Young  
Clerk of the Board

  
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Mayor Gavin Newsom