

BOARD of SUPERVISORS



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## MEMORANDUM

TO: Regina Dick-Endrizzi, Director  
**Small Business Commission, City Hall, Room 448**

FROM: *AS*  
*AS* Alisa Somera, Legislative Deputy Director  
Land Use and Transportation Committee

DATE: July 3, 2018

SUBJECT: REFERRAL FROM BOARD OF SUPERVISORS  
Land Use and Transportation Committee

The Board of Supervisors' Land Use and Transportation Committee has received the following legislations, which are being referred to the Small Business Commission for comment and recommendation. The Commission may provide any response it deems appropriate within 12 days from the date of this referral.

### **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.

Please return this cover sheet with the Commission's response to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

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**RESPONSE FROM SMALL BUSINESS COMMISSION - Date:** \_\_\_\_\_

**No Comment**

**Recommendation Attached**

\_\_\_\_\_  
**Chairperson, Small Business Commission**

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) California Environmental Quality Act.

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

1 contemplated in this ordinance. A copy of said companion legislation is in Board of  
2 Supervisors File No. \_\_\_\_\_ and it and its environmental findings are incorporated  
3 herein by reference.

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

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

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

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

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 building 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. The Planning Commission has jurisdiction over the  
11 permitting for any development or use of property that is not subject to the Public Trust.

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

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

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

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

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

21           "Building Standards" means the standards applicable to Vertical Improvements and any  
22 associated privately-owned open spaces within the SUD, consisting of the standards specified in  
23 subsection (h) and the standards identified as such in the DSG. It does not mean Building Code  
24 requirements under either the California or the San Francisco Building Codes, which this SUD and the  
25 DSG do not override.

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

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

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

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

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

18           “Major Modification” means a deviation for Vertical Development of 10% or more from any  
19 dimensional or numerical standard in this SUD or in the DSG, except as explicitly prohibited per  
20 subsection 249.84(i).

21           “Minor Modification” means a deviation for Vertical Development of less than 10% from any  
22 dimensional or numerical standard in this SUD or in the DSG, except as explicitly prohibited per  
23 subsection 249.84(i), or any deviation from any non-numerical standard in the DSG.

24           “Privately-Owned Community Improvement” shall mean those facilities that are privately  
25 owned and privately maintained, at no cost to the City, for the public benefit, on land that is not

1 dedicated to the City and, in some cases, on land that is dedicated to the City. The Privately-Owned  
2 Community Improvements including certain right of ways, pedestrian paths and bicycle lanes, open  
3 spaces, the public market, and storm drain facilities, as more particularly described in the  
4 Development Agreement.

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

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

19 “Vertical Development” or “Vertical Improvements” means new construction of a building and  
20 any later expansion or major alteration of or addition to a previously approved building, where the  
21 building is located within the Mixed-Use, Residential Mixed-Use, Multi-Family Residential or Public  
22 Market land use districts 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.



(1) Permitted Uses: The following uses set forth in Table 249.84-1: India Basin Uses below 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 &amp; Recreation Use</u>	<u>P (4,5)</u>	<u>P (4,5)</u>	<u>P (5,6)</u>	<u>NP</u>	<u>NP(5, 6, 7)</u>
<u>Industrial Use</u>	<u>NP (8)</u>	<u>NP (8, 9)</u>	<u>NP (3)</u>	<u>NP</u>	<u>NP</u>
<u>Institutional Use</u>	<u>P (10)</u>	<u>P (11)</u>	<u>P (11,12)</u>	<u>NP (13)</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 (14)</u>	<u>P (14)</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>
<u>Sales and Services, Retail Use</u>	<u>P (15)</u>	<u>P (15, 16)</u>	<u>NP</u>	<u>NP (17)</u>	<u>NP</u>
<u>Utility and Infrastructure Use</u>	<u>NP (18, 19)</u>	<u>NP (18, 19)</u>	<u>NP (18, 19)</u>	<u>NP (19)</u>	<u>NP (19)</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 (and other  
6 automotive uses) which are permitted only as Accessory Uses per Standard 4.3.3 Accessory Uses.

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

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

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

10 7. Use Not Permitted with the exception of "Passive Open Area".

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

14 9. Use not permitted except on Ground Floor.

15 10. Cannabis Dispensary permitted with Conditional Use.

16 11. Use permitted with the exception of Cannabis Dispensary and Hospital.

17 12. Use Permitted with the exception of Job Training, Trade School and Post-secondary  
18 Educational Institution.

19 13. Use not permitted with the exception of Public Facilities.

20 14. Use permitted with the exception of Laboratory, Life Sciences, Commercial Storage,  
21 Wholesale Sales, and Wholesale Storage.

22 15. Use permitted with the exception of Adult Business, Mortuary, Limited Financial Service,  
23 Motel, Self-Storage and Tobacco Paraphernalia Store.

24 16. Use permitted with the exception of Animal Hospital, Fringe Financial Services.

25 17. Use not permitted with the exception of Grocery, Food and Beverage uses.

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

3           19. Use not permitted with the exception of Utility Installation which shall be permitted with a  
4 Conditional Use.

5           (2) Uses within RPC Open Space. Uses within RPC Open Space shall be subject to  
6 review under Planning Code section 211, which controls land uses within P (Public) Districts.  
7 Notwithstanding Planning Code Sections 211, 211.1 and 211.2, the following uses shall be considered  
8 principally permitted: one concessionaire stand; green infrastructure as described in the Development  
9 Agreement.

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

24           (4) Interim Uses. Subject to the limitations imposed by the Public Trust, interim uses  
25 for a period not to exceed five years may be authorized by the General Manager (for uses located

1 within the RPC Open Space) or the Planning Director (for uses located outside the RPC Open Space)  
2 without a public hearing if the General Manager or Planning Director (as applicable) finds that such  
3 Interim Use will not impede orderly development consistent with this SUD, the DSG, and the  
4 Development Agreement. Additional time for such uses may be authorized upon a new application.  
5 Any Interim Use listed in this subsection that is integral to development under the Development  
6 Agreement, as determined by the General Manager or Planning Director (as applicable) shall not  
7 require separate authorization as an Interim or Temporary use (for example, uses incidental to  
8 environmental clean-up, demolition and construction, storage, and automobile and truck parking and  
9 loading related to construction activities). Any authorization granted pursuant to this subsection  
10 249.84(g)(4) shall not exempt the applicant from obtaining any other permit required by law. All such  
11 uses on the public right-of-way are subject to permitting as required under the Municipal Codes. In  
12 addition to temporary uses integral to the development, Interim Uses shall include, but are not limited  
13 to:

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

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

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

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

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

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

1 (G) Site management service, administrative functions and customer amenities  
2 and associated loading;

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

4 (I) Entertainment uses, both unenclosed and enclosed, which may include  
5 temporary structures to accommodate stages, seating and support facilities for patrons and operations.

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 as further governed by the Ground Floor Use Requirements in the DSG.

14 **Table 249.84-2: Types of Ground Floor Uses:**

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

(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 Height Maximum and 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. 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.

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

1                   (5) **Bulk.** No building dimension shall be greater than 270 feet along any public right-  
2 of-way or public open space. No portion of any building above 85-feet in height shall have a dimension  
3 greater than 130-feet and a diagonal dimension of 170-feet. Buildings shall further meet the DSG  
4 requirements for building modulation and sculpting.

5                   (6) **Setbacks and Build-to Lines.** Buildings shall be setback from or built to the  
6 respective rights-of-way as shown in Figure 249.84-6: Setbacks and Build-to Lines, and as further  
7 governed by the DSG.

8                   [Insert Figure 249.84-6: Setbacks and Build-to Lines (DSG Figure 5-7).]

9  
10                   (7) **Rear Yard.** There shall be no rear yard requirement within the India Basin Special  
11 Use District.

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.

17                   (9) **Exposure.** All dwelling units shall face onto a public or private right-of-way, or  
18 onto an open area, defined as:

19                               (A) A public street, publicly accessible alley, or mid-block passage (public or  
20 private) at least 20 feet in width.

21                               (B) An exterior courtyard or terrace that is open to a public street, public alley,  
22 mid-block passage (public or private), or public open space and at least 25 feet in width.

23                               (C) An interior courtyard at least 25 feet in width, with adjacent walls up to a  
24 maximum height of 55 feet, or 40 feet in width with adjacent walls 55 feet or higher.

1 (D) Undeveloped airspace over rooftops of either adjacent buildings within the  
2 SUD or a building on the same parcel where such building has been built to the maximum height.

3 (10) Maximum Off Street Parking. Off-Street parking is not required and shall be  
4 limited to the following maximum ratios:

5  
6 **Table 249.84-3: Maximum Off Street Parking Ratios per Land Use**

7

<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</u>	<u>1 space: 700 gross square feet</u>

8  
9  
10  
11  
12  
13 Parking amounts may be greater on a parcel-by-parcel basis than otherwise allowed by the  
14 above, but not to exceed 1,800 in the SUD, and, pursuant to Section 249.84(l)(4), below.

15 (11) Loading. Off-street loading spaces shall be provided in the following amounts,  
16 and as shown in Table 249.84-4: Loading Spaces, and Figure 249.84-7: Loading Spaces.

17 **Table 249.84-4: Loading Spaces**

18

<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>

19  
20  
21  
22  
23 [Insert Figure 249.84-7: Loading Spaces]



1                   (12) **Bicycle Parking.** The amount of bicycle parking required shall be governed by the  
2 Planning Code, but the location and design of the required bicycle parking shall be governed by the  
3 Development Agreement.

4                   (13) **Showers and Lockers.** Shall be provided pursuant to the Planning Code.

5                   (14) **Permitted Obstructions.** Obstructions shall extend no more than 3-feet within  
6 required setbacks and rights-of-way as further described in the DSG.

7                   (15) **Streetscape Improvements.** Implementation of the Rights-of-Way Public Realm  
8 Improvements as described in the DSG shall be required pursuant to the Development Agreement in-  
9 lieu of requirements described in Planning Code section 138.1.

10                   (16) **Signage.** Notwithstanding the signage controls of Article 6 for business and  
11 identifying signs within NC-2 and MUG Districts, the following signage controls shall be applied  
12 within this SUD:

13                               (A) **Freestanding signs are not permitted.**

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

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

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

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

20                               (F) **Signs are further regulated in the DSG.**

21                   (17) **Inclusionary Housing Requirements:** So long as the Development Agreement is  
22 in effect with respect to a portion of the Project Site, the affordable housing requirements of the  
23 Development Agreement shall govern that portion of the Project Site. Upon expiration or termination  
24 of the Development Agreement as applied to a portion of the Project Site, the then-applicable  
25

1 affordable housing requirements of the Planning Code shall apply, without reference to the date of any  
2 earlier environmental review application.

3 (18) **Impact Fees.** So long as the Development Agreement remains in effect with  
4 respect to a portion of the Project Site, the developer impact fees payable for any Vertical Development  
5 on that portion of the Project Site will be determined in accordance with the Development Agreement.  
6 Upon expiration or termination of the Development Agreement as applied to a portion of the Project  
7 Site, the then-applicable developer impact fees in the Planning Code shall apply on that portion of the  
8 Project Site.

9 (i) **Modifications to Building Standards.** Modification of the Building Standards set forth in  
10 this SUD and as more specifically set forth in the DSG may be approved on a project-by-project basis  
11 according to the procedures of set forth below.

12 (1) **No Modifications or Variances Permitted.** No modifications or variances are  
13 permitted for maximum height and maximum off-street parking ratios established in this SUD (except  
14 as provided in subsection 249.84(l)(4), below). Except as explicitly provided in subsections  
15 249.84(i)(2) and (i)(3) below, no other standard set forth in this SUD or in the DSG shall be modified  
16 or varied.

17 (2) **Minor Modifications.** The Planning Director may approve a Minor Modification  
18 administratively by the procedures described in subsection 249.84(l).

19 (3) **Major Modifications.** The Planning Commission shall hear any application for a  
20 Major Modification according to the procedures described in subsection 249.84(l).

21 (j) **Development Phase Approval.** The Planning Department shall approve only those  
22 applications for individual building projects that are consistent with a Development Phase Approval.  
23 The Development Phase Approval process, as set forth in the Development Agreement, is to ensure that  
24 all Horizontal Improvements and Vertical Improvements within a Development Phase are consistent  
25

1 with the Development Agreement and this SUD. The Planning Director shall act on a Development  
2 Phase Application within 60 days after submittal of a complete Development Phase Application.

3 (k) **Design Review and Approval.** To ensure that Vertical Improvements and Privately-Owned  
4 Community Improvements meet the DSG and Development Agreement requirements, an Applicant shall  
5 submit a design review application and receive approval from the Planning Department, or the  
6 Planning Commission if required, before obtaining any permits for the applicable construction. Design  
7 review and approval for all RPC Open Spaces shall be performed by the Recreation and Park  
8 Department, with Planning Department consultation, subject to the Port's approval for consistency  
9 with the Public Trust for any lands that are subject to the Public Trust. Standards and limitations on  
10 design review approval are set forth in the Development Agreement. Nothing in this section limits the  
11 Charter authority of any City department or the rights of City agencies to review and approve proposed  
12 infrastructure as set forth in the Development Agreement.

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

14 (1) **Applications.** Each design review application shall include the documents and  
15 materials necessary to determine consistency with this SUD and the DSG, including site plans,  
16 sections, elevations, renderings, landscape plans, and exterior material samples to illustrate the overall  
17 concept design of the proposed buildings. If an Applicant requests a Major or Minor Modification, the  
18 application shall describe proposed changes in reasonable detail, including narrative and supporting  
19 images, if appropriate, and a statement of the purpose or benefits of the proposed changes.  
20 Substitutions should be of equal or superior quality to existing standards.

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

24 (3) **Design Review of Buildings.** Upon a determination of completeness, Planning  
25 Department staff shall conduct design review and prepare a staff report determining compliance with

1 this SUD and the DSG, including a recommendation regarding any modifications sought. Such staff  
2 report shall be delivered to the Applicant and any third parties requesting notice in writing, shall be  
3 kept on file, and posted on the Department's website for public review, within 60 days of the  
4 determination of completeness. If Planning Department staff determines that the design is not  
5 compliant with this SUD or the DSG, it will notify the Applicant within the applicable 60-day period.  
6 The Applicant may resubmit the Application and the requirements of this subsection for determination  
7 of completeness, review, and posting of the report shall apply anew.

8 (4) **Off-Street Parking.** Design review applications for Vertical Improvements shall  
9 include the requested number of off-street parking sought for the Vertical Improvement. It is the intent  
10 of this SUD that at full build-out of all parcels in the SUD, the total number of off-street parking spaces  
11 within the SUD shall not exceed the applicable maximum parking ratios specified in Table 249.84-3,  
12 above. The maximum parking ratios shall not apply to individual Vertical Improvements or parcels, but  
13 shall be considered cumulatively for the Vertical Improvements within the SUD as a whole, as set forth  
14 in the Development Agreement. Each application shall include both the individual request for off-street  
15 parking related to the specific location and the cumulative number of off-street parking previously  
16 approved.

17 (5) **Approvals and Public Hearings for New Development.**

18 (A) **Vertical Improvements Seeking No Modifications, or Minor Modifications.**  
19 Within 10 days after the delivery and posting of the staff report on the design review application, the  
20 Planning Director shall approve or disapprove the design and any Minor Modifications based on its  
21 compliance with this SUD, the DSG and the General Plan. If the Vertical Improvement is consistent  
22 with the numeric standards set forth in this SUD and the DSG, the Planning Director's discretion to  
23 approve or disapprove the Vertical Improvement shall be limited to the Vertical Improvement's  
24 consistency with the non-numeric elements of the DSG and the General Plan. Notwithstanding any  
25 other provisions of this SUD, the Planning Director may, at his or her discretion, refer an Application

1 that proposes a Minor Modification to the Planning Commission if the Planning Director determines  
2 that the proposed modification does not meet the intent of the DSG standards.

3 (B) Vertical Improvements Seeking Major Modifications. If an application for  
4 Vertical Improvements seeks one or more Major Modifications, or if a design review application is  
5 otherwise referred to the Planning Commission, the Planning Commission shall calendar the item for a  
6 public hearing, subject to any required noticing. The Planning Commission's review shall be limited to  
7 the proposed Major Modification or the modifications referred by the Planning Director for failure to  
8 meet the DSG standards. The Planning Commission shall consider all comments from the public and  
9 the recommendations of the staff report and the Planning Director in making a decision to approve or  
10 disapprove the Vertical Improvement design, including the granting of any Major Modifications.

11 (C) Notice of Hearings. Notice of hearings required by subsection (B) above  
12 shall be provided as follows:

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

18 (ii) by posting on the subject property at least 10 days prior to the date  
19 of the hearing.

20 (m) Change of Use. Each building permit application submitted to the Department of Building  
21 Inspection for Vertical Improvements shall be forwarded to the Planning Department. The applicable  
22 agency shall review the building permit application for consistency with the authorizations granted  
23 pursuant to this Section. No building permit may be issued for any Vertical Improvement or for a  
24 permit of Occupancy that would authorize a new use unless the Planning Department determines such  
25 permit is consistent with the Standards set forth in the DSG.

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

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

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

Assessor's Parcels (Blocks / Lot Numbers)	Current Land Use District to be Superseded	Proposed Land Use 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	M-1	MUG

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

4646 / 001; 4629A/ 010; 4630/002	M-1	P
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20 (c) To change the Zoning Map (ZN09) from NC-2 (Neighborhood Commercial, Small  
 21 Scale) to P:

4646 / 002, 003, 003A, 019	NC-2	P
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24 (d) To change the Height and Bulk Map (HT09) from 40-X to 20/160-IB:

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Parcels	Current Height and Bulk District to be Superseded	Proposed 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; 4644/004A, 005,006,006A, 007, 008 009; 4645 / 003A, 004, 006, 007, 007A, 014, 015	40-X	20/160-IB

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

Parcels	Current Height and Bulk District to be Superseded	Proposed Height and Bulk District
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

(f) 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:

Parcels	Proposed Special Use 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; 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

Section 4. Effective Date. This ordinance shall become effective 30 days after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance.

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

By:

  
\_\_\_\_\_  
ANDREA RUIZ-ESQUIDE  
Deputy City Attorney

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## LEGISLATIVE DIGEST

[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) 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 South-East 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 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.

#### 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.

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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.

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

24 Section 1. Project Findings.

25 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, and 676,052 square feet (15.5 acres)  
20 of publicly accessible open space, and approximately 59,500 square feet of public and private  
21 open space, all as more particularly described in the Development Agreement (the "Project").

22 (f) As set forth in the Development Agreement, the City agrees to initiate the  
23 process to vacate portions of Hudson Avenue, Griffith Street, Arelious Walker Drive and Earl  
24 Street and, following any vacation and satisfaction of any applicable City conditions, to convey  
25 the underlying land to Developer in connection with the land assembly required for the Project

1 (the "Street Vacation Actions"). In return, Developer will convey certain land to the City.

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

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

13 (i) The Project is anticipated to generate an annual average of approximately \_\_\_\_  
14 construction jobs and, upon completion, approximately \_\_\_\_ net new permanent jobs and an  
15 approximately \$\_\_\_\_\_ annual increase in general fund revenues to the City. In addition  
16 to the significant housing, jobs, urban revitalization, and economic benefits to the City from the  
17 Project, the City has determined that development of the Project under the Development  
18 Agreement will provide additional benefits to the public that could not be obtained through  
19 application of existing City ordinances, regulations, and policies. Additional public benefits to  
20 the City from the Project include: (1) an increase in affordable housing that exceeds amounts  
21 otherwise required and will equal twenty five percent (25%) of the total number of housing  
22 units for the Project; (2) workforce obligations, including significant training, employment and  
23 economic development opportunities as part of the development and operation of the Project;  
24 (3) construction and maintenance of the publicly accessible open space, totaling  
25 approximately eleven (11) acres of parks and the improvement of existing City Property along

1 the shoreline; (4) child care space to serve not less than 50 children; and (5) sea level rise  
2 improvements as part of the development, and future funding for additional future sea level  
3 rise improvements; all as further described in the Development Agreement. The Development  
4 Agreement will eliminate uncertainty in the City's land use planning for the Project Site and  
5 secure orderly development.

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

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

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

24 Section 2. CEQA Findings.

25 On \_\_\_\_\_, by Motion No. \_\_\_\_\_, the Planning Commission certified as

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

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

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

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

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

24 Section 4. Public Trust Findings.

25 At a public hearing on \_\_\_\_\_, 2018, the Port Commission consented to the

1 Development Agreement and approved the Public Trust Exchange Agreement, subject to  
2 Board of Supervisors' approval, finding that the Project would be consistent with and further  
3 the purposes of the common law public trust and statutory trust under the Burton Act (Stats.  
4 1968, ch. 1333) by Resolution No. \_\_\_\_\_, a copy of which is in Board File  
5 No. \_\_\_\_\_. The Board of Supervisors adopts and incorporates in this Ordinance  
6 the Port Commission's public trust findings.

7 Section 5. Development Agreement.

8 (a) The Board of Supervisors approves all of the terms and conditions of the  
9 Development Agreement, in substantially the form on file with the Clerk of the Board of  
10 Supervisors in File No. \_\_\_\_\_.

11 (b) The Board of Supervisors approves and authorizes the execution, delivery and  
12 performance by the City of the Development Agreement as follows: (i) the Director of  
13 Planning and (other City officials listed thereon) are authorized to execute and deliver the  
14 Development Agreement, with signed consents of the Port Commission, the Municipal  
15 Transportation Agency, the San Francisco Public Utilities Commission, the Recreation and  
16 Park Commission, and the San Francisco Fire Department, and (ii) the Director of Planning  
17 and other applicable City officials are authorized to take all actions reasonably necessary or  
18 prudent to perform the City's obligations under the Development Agreement in accordance  
19 with the terms of the Development Agreement. Without limiting the foregoing, (A) the Port  
20 Director, the Recreation and Park Department General Manager, and the Director of Property  
21 are authorized to execute and perform all City obligations under the Public Trust Exchange  
22 Agreement substantially in the form attached to the Development Agreement, and (B) the  
23 Director of Public Finance and the Controller are authorized to take all preliminary actions  
24 required to form the CFD as described in the Financing Plan, provided the actual CFD  
25 formation documents and issuance of debt will be subject to the review and approval of the



1 Board of Supervisors.

2 (c) The Director of Planning, at his or her discretion and in consultation with the City  
3 Attorney, is authorized to enter into any additions, amendments or other modifications to the  
4 Development Agreement that the Director of Planning determines are in the best interests of  
5 the City and that do not materially increase the obligations or liabilities of the City or materially  
6 decrease the benefits to the City as provided in the Development Agreement. The Port  
7 Director and the Recreation and Park Department General Manager, at their discretion and in  
8 consultation with the City Attorney, are authorized to enter into any additions, amendments or  
9 other modifications to the Public Trust Exchange Agreement that they determine are in the  
10 best interests of the City and that do not materially increase the obligations or liabilities of the  
11 City or materially decrease the benefits to the City as provided in the Public Trust Exchange  
12 Agreement.

13 Section 6. Board Authorization and Appropriation.

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

21 Section 7. City Administrative Code Conformity and Waivers.

22 In connection with the Development Agreement, the Board of Supervisors finds that the  
23 City has substantially complied with the requirements of Administrative Code Chapters 14B  
24 and 56, and waives any requirement to the extent not strictly followed. The Development  
25 Agreement shall prevail in the event of any conflict between the Development Agreement and

1 City Administrative Code Chapters 14B and 56, and without limiting the generality of the  
2 foregoing, the following provisions of City Administrative Code Chapters 14B and 56 are  
3 waived or deemed satisfied as follows:

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

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

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

13 (e) The provisions of Chapter 56, Section 56.20 have been satisfied by the  
14 Memorandum of Understanding between Developer and the Office of Economic and  
15 Workforce Development for the reimbursement of City costs, a copy of which is on file with the  
16 Clerk of the Board of Supervisors in File No. \_\_\_\_\_.

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

19 Section 8. Planning Code Waivers; Ratification.

20 (a) The Board of Supervisors finds that the impact fees and other exactions due  
21 under the Development Agreement will provide greater benefits to the City than the impact  
22 fees and exactions under Planning Code Article 4 and waives the application of, and to the  
23 extent applicable exempts the Project from, impact fees and exactions under Planning Code  
24 Article 4 on the condition that Developer pays the impact fees and exactions due under the  
25 Development Agreement.

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

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

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

15 Section 9. Other Administrative Code Waivers.

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

23 Section 10. Subdivision Code Waivers.

24 The Public Improvement Agreement, as defined in the Development Agreement, shall  
25 include provisions consistent with the Development Agreement and the applicable

1 requirements of the Municipal Code and the Subdivision Regulations regarding extensions of  
2 time and remedies that apply when improvements are not completed within the agreed time.  
3 Accordingly, the Board of Supervisors waives the application to the Project of Subdivision  
4 Code Section 1348 (Failure to Complete Improvements within Agreed Time).

5 Section 11. Effective and Operative Date.

6 This Ordinance shall become effective 30 days from the date of passage. This  
7 Ordinance shall become operative only on (and no rights or duties are affected until) the later  
8 of (a) 30 days from the date of its passage, or (b) the date that Ordinance \_\_\_\_\_,  
9 Ordinance \_\_\_\_\_, and Ordinance \_\_\_\_\_ have become effective. Copies of  
10 these Ordinances are on file with the Clerk of the Board of Supervisors in File Nos.  
11 \_\_\_\_\_ and \_\_\_\_\_.

12  
13 APPROVED AS TO FORM:  
14 DENNIS J. HERRERA, City Attorney

15  
16 By:



17 Charles Sullivan  
18 Deputy City Attorney

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## LEGISLATIVE DIGEST

[Development Agreement - India Basin Investment LLC - India Basin Project - 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 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.

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