| File No | 240136 | Committee Item No | <u> 11 </u> |
|---------|---------------|-------------------|--|
| | | Board Item No. 22 | |

COMMITTEE/BOARD OF SUPERVISORS

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AMENDED IN COMMITTEE 2/28/2024 RESOLUTION NO.

FILE NO. 240136

[Approval of Potrero Bus Yard Predevelopment Agreement with a \$4,350,000 Continuation Payment and a Potential Termination Payment of up to \$9,990,000 - Potrero Neighborhood
 Collective LLC -- 2500 Mariposa]

Resolution approving a Predevelopment Agreement between Potrero Neighborhood Collective LLC and the City and County of San Francisco, acting by and through the San Francisco Municipal Transportation Agency, dated as of November 2, 2022, including a \$4,350,000 continuation payment and a potential termination payment of up to \$9,990,000; and making environmental findings under the California Environmental Quality Act.

WHEREAS, The San Francisco Municipal Transportation Agency ("SFMTA") has determined it is critical to replace its outdated Potrero Yard facility at 2500 Mariposa Street in the Mission District ("Project Site") to provide the best quality transit service for all of San Francisco, one of the most important tools we have to fight climate change; and.

WHEREAS, The SFMTA's Potrero Yard Modernization Project ("Project") includes the simultaneous joint development and construction of a new facility with a modern four-story bus storage and maintenance component ("Bus Yard Component") and, if feasible, a multifamily housing and commercial component ("Housing Component") at the Project Site, with a potential paratransit facility if it is not feasible to construct housing above the Bus Yard Component; and,

WHEREAS, The Project will expand capacity for the electric trolley bus fleet at the Project Site by over 50 percent, and allow Muni to continue as a national leader in delivering sustainable transit service by helping to facilitate its transition to a 100 percent zero-emission fleet; and,

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WHEREAS, The new facility will dramatically improve efficiency of Muni operations and maintenance by providing adequate space and operational flow for bus maintenance, parking, and circulation of the electric trolley bus fleet; and,

WHEREAS, By improving the work environment for SFMTA frontline operations and maintenance staff, who currently work in a 110-year-old facility that is significantly outdated and undersized, buses can be repaired faster for more reliable Muni service; and,

WHEREAS. The Project will be the nation's first known joint development of a bus storage and maintenance transit facility with housing, and if feasible, will address a critical housing need with one of San Francisco's largest affordable housing developments with up to 465 affordable rental units for low and moderate income households; and,

WHEREAS, On April 7, 2020, the San Francisco Municipal Transportation Agency ("SFMTA") Board of Directors approved Resolution 200407-035, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 240136, authorizing the SFMTA to use a joint development procurement method to deliver the Project and seek approval from the Board of Supervisors for that method; and,

WHEREAS, On March 16, 2021, the Board of Supervisors adopted Ordinance 38-21, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 240136, to approve a joint development delivery method and a best-value selection of the developer for the Project and exempted various Project agreements from certain San Francisco Administrative Code requirements that are inconsistent with the joint development delivery method, with the ordinance being signed by the Mayor and effective on April 25, 2021; and,

WHEREAS, After a competitive process for a predevelopment agreement for the Project ("PDA") that included a request for qualifications and a request for proposals, the SFMTA Board of Directors adopted Resolution 221101-105 on November 1, 2022, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 240136, to authorize the

| 1 | SFMTA Director of Transportation to execute the PDA with Potrero Neighborhood Collective, |
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| 2 | LLC ("PNC"), which has Plenary Americas US Holdings Inc. (Plenary) as its sole member, for |
| 3 | a term that will not exceed 568 days; and, |
| 4 | WHEREAS, The PDA was fully executed as of November 2, 2022, a copy of which is |
| 5 | on file with the Clerk of the Board of Supervisors in File No. 240136; and, |
| 6 | WHEREAS, Except for limited SFMTA predevelopment obligations described in the |
| 7 | PDA, the PDA requires PNC to perform the majority of the predevelopment work needed for |
| 8 | the Project at its sole cost during the PDA term, including but not limited to developing |
| 9 | schematic designs, maintenance plans, and financing plans, securing Project financing, |
| 10 | obtaining Project entitlements, and procuring design-build and maintenance contractors; and, |
| 11 | WHEREAS, The PDA requires that the SFMTA and PNC negotiate the terms of |
| 12 | agreements for the design, construction and certain maintenance of the Bus Yard |
| 13 | Component, the design, construction and operation of the Housing Component, and the |
| 14 | design, construction and maintenance of the common infrastructure that would be shared by |
| 15 | the Bus Yard Component and the Housing Component ("Project Documents"); and, |
| 16 | WHEREAS, If City staff and PNC mutually agree to the forms of the Project Documents |
| 17 | during the PDA term, the SFMTA will seek approval to those Project Documents from the |
| 18 | SFMTA Board of Directors and the Board of Supervisors before the expiration of the PDA |
| 19 | term; and, |
| 20 | WHEREAS, The SFMTA can terminate the PDA at any time for convenience, and if the |
| 21 | PDA terminates for any reason other than PNC's default or the parties' execution of the |
| 22 | Project Documents, the PDA includes a termination payment to PNC that will not exceed |
| 23 | \$9,990,000; and, |
| 24 | WHEREAS, The PDA requires the SFMTA to pursue all needed review under the |

California Environmental Quality Act ("CEQA") for the Project; and,

| WHEREAS, The PDA requires PNC, at its sole cost, provide certain materials |
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| submitted to the City's Planning Department for Project's CEQA review and to obtain the |
| special use district, conditional use authorization, General Plan Referral, and related General |
| Plan amendments needed for the Project ("Entitlements"); and, |

WHEREAS, Under the PDA, if there is final certification of the environmental impact report ("EIR") for the Project under CEQA and the Entitlements are approved by, as applicable, the Planning Commission and the Board of Supervisors and become effective (the "EIR/Entitlement Milestone"), then PNC's predevelopment work will automatically be suspended unless the SFMTA elects, in its sole discretion, to issue a notice for PNC to continue that predevelopment work ("Continuation Notice"); and,

WHEREAS, If the SFMTA issues the Continuation Notice, it must pay PNC a continuation payment of \$4,350,000 ("Continuation Payment"), and the SFMTA cannot make the Continuation Payment without the prior approval from the Board of Supervisors under Section 9.118 of the San Francisco Charter because the Continuation Payment and any potential termination payment would be over \$10,000,000; and,

WHEREAS, The SFMTA has determined that PNC has incurred substantial predevelopment costs in pursuing the Entitlements, supporting the SFMTA's efforts for the Project's CEQA review, and performing its PDA predevelopment work obligations, which would have been otherwise borne by the SFMTA; and,

WHEREAS, The SFMTA has determined that the Entitlements are critical to the timely completion of the Project and will increase the value of the Project Site by more than the amount of the Continuation Payment, and that the amount of the Continuation Payment is no more than fair market value; and,

WHEREAS, On January 11, 2024, by Motion No. 21482, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 231256, the Planning Commission certified

| as adequate, accurate, and complete the Environmental Impact Report for the Project ("Final |
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| EIR") pursuant to CEQA, the CEQA Guidelines (Cal. Code Reg. Sections 15000 et seq.), and |
| Chapter 31 of the Administrative Code; and in accordance with the actions contemplated in |
| this resolution, the Board of Supervisors has reviewed the Final EIR, concurs with its |
| conclusions, affirms the Planning Commission's certification of the Final EIR, and finds that |
| the actions contemplated in this resolution are within the scope of the Project described and |
| analyzed in the Final EIR; and, |

WHEREAS, On January 11, 2024, by Motion No. 21487, which is on file with the Clerk of the Board of Supervisors in File No. 240136, the Planning Commission approved the conditional use authorization for the Project and determined that the Project is consistent with the General Plan, and the Board of Supervisors affirms that determination; and,

WHEREAS, On January 11, 2024, by Resolution No. 21484, the Planning Commission recommended approval to the Board of Supervisors of the General Plan amendments ordinance necessary to facilitate the Project ("General Plan Ordinance"), and by Resolution No. 21485, recommended approval to the Board of Supervisors of the Planning Code and Zoning Map amendments ordinance creating the Special Use District necessary to facilitate the Project ("Special Use District Ordinance"), which are on file with the Clerk of the Board of Supervisors in File Nos. 231256 and 240047, and are incorporated herein by reference; and,

WHEREAS, In approving the Project at its hearing on January 11, 2024, by Motion No. 21483, the Planning Commission adopted findings, including a rejection of alternatives and a statement of overriding considerations (the "CEQA Findings") and a Mitigation Monitoring and Reporting Program ("MMRP"), and the Board of Supervisors adopts as its own and incorporates by reference as though fully set forth herein the CEQA Findings, including the statement of overriding considerations and the MMRP; and,

| 1 | WHEREAS, If the Board of Supervisors approves the General Plan Ordinance and the |
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| 2 | Special Use District Ordinance and they take effect, the EIR/Entitlement Milestone will be |
| 3 | reached and the SFMTA will seek to timely issue a Continuation Notice to PNC and pay the |
| 4 | Continuation Payment to continue PNC's predevelopment work for the Project under the PDA |
| 5 | and, |
| 6 | WHEREAS, If City makes the Continuation Payment, City's payment obligations under |
| 7 | the PDA could exceed \$10,000,000, which requires the approval of the Board of Supervisors |
| 8 | under City Charter Section 9.118; now, therefore, be it |
| 9 | RESOLVED, If the Board of Supervisors approves the SUD and General Plan |
| 10 | Ordinances and they take effect, the Board of Supervisors approves the PDA and authorizes |
| 11 | the SFMTA Director of Transportation to issue the Continuation Notice and make the |
| 12 | Continuation Payment to PNC on the terms and conditions in the PDA. |
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| Item 11 | Department: |
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| File 24-0136 | San Francisco Municipal Transportation Agency (MTA) |

EXECUTIVE SUMMARY

Legislative Objectives

 The proposed resolution would approve a continuation payment of \$4,350,000 to Potrero Neighborhood Collective LLC (PNC), per the terms of a predevelopment agreement between PNC and the MTA for the Potrero Yard Modernization Project.

Key Points

- The Potrero Yard Modernization Project (the Project) will replace the existing Potrero bus yard and two-story building with a modern, four-story bus maintenance and storage facility and up to 465 affordable housing units, some of which would be constructed on top of the bus yard. An alternative proposal for the project would construct a fifth floor on top of the bus yard for paratransit operations and vehicle storage and 104 affordable units along Bryant Street if construction of additional housing is infeasible.
- In March 2021, the Board of Supervisors granted the MTA exemption from certain procurement and contracting requirements for the Project. MTA selected PNC, led by Plenary Americas US Holdings Inc., to deliver the project through a competitive process.
- The developer is in phase two of three required by the predevelopment agreement and has completed initial drafts for bus yard development agreement, the housing and commercial development plan, contractor procurement plans, submitted project plans for environmental review, and initiated due diligence work on the Potrero Yard site. The predevelopment work will result in a series of project agreements to deliver a new bus yard and housing to the site.
- The agreement provides for a potential termination payment not to exceed \$9,990,000 and potential continuation payment of \$4,350,000 once the project has received necessary Planning entitlements and approvals. Because predevelopment work will soon achieve those milestones, the developer is eligible for the continuation payment, which pushes the potential cost of the predevelopment agreement from \$9,990,000 to \$14,340,000.

Fiscal Impact

• The proposed continuation payment of \$4,350,000 is funded by transportation sales tax.

Policy Consideration

• In part because base project costs could exceed \$1 billion, while considering municipal code waivers for procuring the project contractors, the Budget & Finance Committee requested MTA bring a term sheet for the project agreement to the Board of Supervisors for review and endorsement before the final agreements are submitted for Board approval. The project agreement will likely be finalized by Fall 2024 but MTA has no plans to bring a term sheet to the Board of Supervisors.

Recommendation

Approval of the proposed resolution is a policy matter for the Board of Supervisors.

MANDATE STATEMENT

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

BACKGROUND

Potrero Yard Modernization Project

Potrero Yard, a 4.4-acre site located at Bryant Street and Mariposa Street, is a 100-year-old facility that currently serves as a trolley bus storage yard and maintenance facility. The Potrero Yard Modernization Project (the Project) will replace the existing trolley bus yard and two-story building with a modern, four-story bus maintenance and storage facility (Bus Yard Component) to expand capacity, improve worker safety, enhance worksite efficiency, and align the worksite with City policy objectives related to environmental sustainability. The site is being developed through a "joint development" model, and the proposed Project would also add approximately 2,886 square feet of ground floor commercial space and housing adjacent to and above the Bus Yard Component to provide 465 units of housing (Housing and Commercial Component), all of which would be affordable to low- to moderate-income residents. The proposed 465 housing units include 104 units of housing in a 13-story building along Bryant Street and 361 housing units to be constructed on top of the bus yard facility.

Project Phasing and Paratransit Alternative Proposal

If construction of the 361 units above the bus yard is infeasible due to inadequate financing, an alternative proposal would extend the bus yard facility onto the fifth floor to house MTA's Paratransit division, including administrative and operation spaces and paratransit vehicle storage. The alternative proposal would still provide the low-income 104 units of housing along Bryant Street.

The proposed Project will be constructed in three phases. Phase 1 includes construction of the MTA bus maintenance and storage facility. Phase 2 includes construction of housing along Bryant Street, and Phase 3 includes construction of housing on top of the bus maintenance and storage facility.² According to MTA staff, the Paratransit alternative proposal can only move forward after a specified timeframe (to be determined in the forthcoming Project Agreement for the Bus Yard

¹ According to MTA, 465 housing units would be composed of 247 low-income (80% AMI or below) units and 218 moderate-income (81% - 120% AMI) units. Units range from studios to family-sized units (three bedrooms or more.

² If funding becomes available, Phase 2 – Bryant Street housing could occur at the same time as Phase 1 – the bus facility.

Component) following completion of Phase 1 if the additional housing units are not financially feasible.

According to MTA staff, construction of the bus yard is anticipated to begin in early 2025 and end in early 2028 and to cost approximately \$500 million for design and construction of the bus yard. The earliest start date of construction of the housing on Bryant Street is in early 2025 (concurrent with bus yard) and end in early 2027. The latest start date of construction of housing on Bryant Street is early 2028, and ends in early 2030. The earliest start date of construction of phase 3 (housing on bus yard) would follow completion of the bus yard and the latest start date would be three years after completion of the bus yard. However, construction of housing is not funded by MTA, and the cost is to be determined, and the schedule for the housing could be affected.

Procurement

In March 2021, the Board of Supervisors granted the MTA exemption from certain procurement and contracting requirements of Chapters 6, 14B, and 21 of the Administrative Code to facilitate a joint development delivery method for the Project and permit a best-value selection of the developer team (File 20-0947).³

In August 2020, the MTA issued a Request for Qualifications and received four responses in November 2020. The MTA selected three developers to participate in a Request for Proposals (RFP), issued in April 2021, to develop the project, including: (1) Potrero Mission Community Partners, led by John Laing Limited and Edgemoor Infrastructure & Real Estate LLC; (2) Potrero Neighborhood Collective, led by Plenary Americas US Holdings Inc.; and (3) Potrero Yard Community Partners, led by Fengate Asset Management and Emerald Fund, Inc. The initial RFP process was nine months, during which time the three teams developed their conceptual drawings and met separately with MTA staff on a regular basis.

The proposals were due December 30, 2021. Proposers submitted both a Technical Proposal and a Financial Proposal, which were evaluated by two separate evaluation panels.⁴ Technical proposals were evaluated based on project overall concept design, bus yard functionality, asset management program, and project management. Financial proposals were evaluated based on the proposed fixed budget limit, the share of common infrastructure (i.e., the physical infrastructure component of the infrastructure facility that is shared by

SAN FRANCISCO BOARD OF SUPERVISORS

BUDGET AND LEGISLATIVE ANALYST

³ Chapter 6 of the Administrative Code contains policies for the City's public works procurements. Chapter 14B contains policies for Local Business Enterprise and non-discrimination in the City's contracting processes. Chapter 21 contains policies related to the City's contracting process for commodities and professional services. The Project is not exempt from certain prevailing wage, First Source Hiring, Local Business Enterprise, and State Apprenticeship Program requirements.

⁴ The technical evaluation committee included MTA Finance Manager for Special Projects, San Francisco County Transportation Authority Deputy Director for Capital Projects, the Office of Economic and Workforce Development (OEWD) Deputy Director of Joint Development, and SamTrans Deputy Director for Caltrain Transit-Oriented Development and Real Estate Planning. The financial evaluation committee included City of Oakland Director of Finance, Office of Public Finance Principal Debt Analyst, and Planning Department Director of Administration.

the Bus Yard Component and the Housing and Commercial Component) cost allocated to the City, the feasibility of the infrastructure facility commercial structure, and the Housing and Commercial Component organizational, financial, and operations plan. Following evaluation of the proposals, two of the three proposers were determined to be qualified, including Potrero Mission Community Partners, and Potrero Neighborhood Collective (PNC).⁵ According to MTA staff, the initial proposal from Potrero Mission Community Partners did not achieve the minimum technical bus yard functionality passing score and the overall proposal was not scored.

In May 2022, MTA issued an RFP addendum to request proposal revisions from the two qualified proposers. The purpose of the proposal revisions was to allow proposers to validate pricing, feasibility, and design proposal quality according to MTA staff. Potrero Mission Community Partners did not submit a revised proposal. However, the revised proposal from PNC met expectations and MTA selected PNC to deliver the project.

Lead Developer and Other Developers and Consultants

Plenary Americas US Holdings, Inc.⁶ is the controlling equity member of Potrero Neighborhood Collective, the lead developer. PNC also includes affordable and workforce housing developers, design consultants, construction management consultants, and an infrastructure facility maintenance consultant, as shown in Exhibit 1 below.

Exhibit 1: Potrero Neighborhood Collective

| Lead Developer | Plenary Americas US Holdings, Inc. |
|--|--|
| Affordable Housing Developers | Mission Economic Development Agency Young Community Developers, Inc. Tabernacle Community Development Corp |
| Workforce Housing Developers | Plenary Americas US Holdings, Inc. |
| Design Consultants | IBI Group, A California Partnership Y.A. studio |
| Construction Management Consultants | Plant Construction Company, L.P. The Allen Group, LLC |
| Infrastructure Facility Maintenance Consultant | WT Partnership |

Source: Predevelopment Agreement, Appendix I

SAN FRANCISCO BOARD OF SUPERVISORS

BUDGET AND LEGISLATIVE ANALYST

⁵ PNC received a technical score of 4,240 (out of 5,500 possible) and a financial score of 4,358 (out of 4,500 possible) for a total score of 8,598 out of 10,000 points possible.

⁶ According to its website, Plenary Americas is a long-term investor, manager, and developer of public and private infrastructure, with a focus on public-private partnerships. Plenary Americas is owned by CDPQ, an institutional investor that manages insurance programs and pension plans in Quebec.

Predevelopment Agreement

In November 2022, the MTA executed a predevelopment agreement with PNC, per authorization granted by the MTA Board of Directors. The predevelopment agreement covers the Project's predevelopment activities, including development of financing plans, schematic designs, and maintenance plans, project entitlements, and contractor procurement to design and build the bus yard and maintain the infrastructure. The agreement also provides the terms for the MTA and PNC negotiations to develop the terms for one or more project agreements to deliver the Bus Yard and Housing and Commercial Components. The project agreements will be subject to Board of Supervisors' approval.

PNC is responsible for funding predevelopment activities during the term of the predevelopment agreement. Predevelopment activities include design work, preparation of project schedules and negotiating the project agreements for the bus yard, housing, and commercial space development components of the project, developing financing plans for the project, obtaining permits and entitlements, and developing a plan to procure contractors, including local business enterprises, for project delivery. The agreement provides for a potential termination payment not to exceed \$9,990,000 and potential continuation payment of \$4,350,000 once the project has received necessary Planning entitlements and CEQA approvals. Because the needed CEQA approval is completed, the developer is eligible for the continuation payment if the Board of Supervisors approves the related special use district and General Plan amendment ordinances for the project, which pushes the potential cost of the predevelopment agreement from \$9,990,000 to \$14,340,000, and therefore requires Board of Supervisors' approval under City Charter Section 9.118(b).

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a continuation payment of \$4,350,000 to Potrero Neighborhood Collective LLC (PNC), per the terms of a predevelopment agreement between PNC and the MTA for the Potrero Yard Modernization Project.

Under the predevelopment agreement, once final CEQA approvals and Planning entitlements are obtained, project work will be suspended unless the MTA issues a notice to proceed to continue project work (Continuation Notice). The City must make a payment of \$4,350,000 (Continuation Payment) to PNC within 45 business days of issuing the Continuation Notice, subject to MTA Board and Board of Supervisors' approval.

According to the proposed resolution, if the Board of Supervisors approves companion ordinances that make amendments to the General Plan and create a special use district, the Project will have received all necessary Planning entitlements and CEQA approvals, including:

- Certification of the Final Environmental Impact Report
- Approval of the conditional use authorization for the Project and determination that the Project is consistent with the General Plan
- General Plan amendments and creation of a special use district to facilitate the Project, subject to Board of Supervisors approval (Files 23-1256 and 24-0047)

• Adoption of CEQA findings, including the statement of overriding considerations and the Mitigation Monitoring and Reporting Program

Key terms of the predevelopment agreement are provided in Exhibit 2 below.

Exhibit 2: Key Terms of Predevelopment Agreement

| Term | Term Start: Nov 2, 2022 Term End: earlier of May 23, 2024 or execution of Project Agreements, for a maximum term of 568 days |
|-------------------------------|--|
| Term Extensions | Term may be extended upon written consent of MTA and PNC |
| Performance Milestones | Appendix B-1 outlines three phases of work, detailed performance milestones, and dates for completing the milestones. Each phase may only proceed after the City issues a Notice to Proceed (NTP). The 1st NTP may be issued after execution of the agreement. The 2nd NTP may be issued after 50% schematic design and final asset management program deliverables submitted. The 3rd NTP may be issued after 100% schematic design, contractor short lists from the RFQ process, and final design-build RFP and infrastructure facility maintenance RFP submitted. |
| Phase 2 Floating Milestone | Phase 2 Floating Milestone occurs when final CEQA approvals and Planning entitlements are obtained for the Project. Phase 2 work will be suspended unless the City issues a NTP to continue Phase 2 work (Continuation Notice). |
| Continuation Payment | City must make a payment of \$4,350,000 to PNC within 45 business days of issuing the Continuation Notice for Phase 2 work, subject to MTA Board and Board of Supervisors' approval. |
| Termination | City has the right to terminate the agreement at any time by providing at least 10 days written notice to the Lead Developer. |
| Termination Payment | If the agreement is terminated for any reason except Lead Developer default, the MTA must make a termination payment of up to \$9,990,000. The termination payment amount will depend on the project phase, and the amount may not exceed the Lead Developer's qualified costs of performing the work. |
| Fixed Budget | Project budget may not exceed the amount from PNC's proposal (\$391,567,596) and is the sum of design and construction costs for the Bus Yard and MTA's share of costs for Common Infrastructure, Infrastructure Facility Maintenance, and PNC's predevelopment costs. The fixed budget limit can be adjusted due to MTA changes to the Project, changes to applicable law, and unknown conditions. In addition, the budget can be adjusted to reflect updated cost of construction escalation and insurance. 55.1% of common infrastructure costs will be allocated to the MTA and 44.9% will be allocated to the Housing Component. |
| Due Diligence & Design | Lead Developer to conduct due diligence to assess physical, geological, and environmental conditions prior in advance of schematic design and engineering. |

| Asset Management & Infrastructure Facility Maintenance | Lead Developer to develop the scope of the Infrastructure Facility Maintenance and the Asset Management Program. Asset Management Program will inform procurement of the design-build contract and infrastructure facility maintenance contract and performance requirements for the Housing Component property management. |
|--|---|
| Contractor Procurement | Lead Developer must prepare the design-build contract and the infrastructure facility maintenance contract and select the contractors through a competitive process. |
| Housing Component | Lead Developer is responsible for predevelopment activities for the Housing and Commercial Component and for developing the Housing and Commercial Component Development plan, including a schedule of development, draft Housing Component term sheet, and feasibility and financing analyses. The Housing Component must achieve substantial completion within one year after substantial completion of the infrastructure facility, and construction of the Housing Component must not interfere with transit operations. However, MTA staff advise that this requirement will likely be modified in the forthcoming project agreements, as housing on top of the bus facility may be delivered later. |
| Project Agreements & Approvals | PNC and MTA will negotiate the terms of the Project Agreements and other agreements required to deliver the project. The Project Agreements must be approved by the MTA Board and the Board of Supervisors. |

Sources: Predevelopment Agreement, MTA Staff Report on Predevelopment Agreement for November 1, 2022 MTA Board Meeting

Project Agreement

The culmination of predevelopment work will result in transaction documents to deliver the Bus Yard Components, and Housing, and Commercial Components. Transaction documents include the Bus Yard Project Agreement and Housing Agreements. Given the size of the project, it will require Board of Supervisors' approval. According to MTA staff, the Bus Yard Component Project Agreement will likely have the developer finance the cost of the bus facility up front and then be compensated for delivering the project and maintaining the infrastructure over the 30-year term of the infrastructure facility. Under the pending Bus Yard Component Project Agreement, which is still being negotiated, MTA will make a milestone payment at substantial completion of the bus facility and will make "availability payments" during the infrastructure facility term. The availability payments are for the bus facility and will be funded by MTA's budget, according to MTA staff. The availability payment will be determined in the forthcoming project agreement and will reflect the amount that MTA estimates it will have available to pay for the project. The availability payment amount is affected by economic conditions, including interest rates, construction costs, and maintenance costs.

FISCAL IMPACT

The proposed resolution would approve a continuation payment of \$4,350,000 to PNC to allow project work to continue under the predevelopment agreement. The payment is funded by

transportation sales tax, as approved by the Transportation Authority's Board on December 5, 2023. The amount of the continuation payment is based on an appraisal of the project site.

POLICY CONSIDERATION

Summary

The proposed resolution approves a \$4.35 million payment to Potrero Neighborhood Collective, LLC, a consortium of developers, to continue predevelopment work related to the Potrero Yard project. The developer is performing work for phase two of three required by the predevelopment agreement and has completed initial drafts for Bus Yard Component project agreement, the housing and commercial development plan, contractor procurement plans, submitted project plans for environmental review, and initiated due diligence work on the Potrero Yard site. The predevelopment work will result in a series of project agreements to deliver a new bus yard and housing to the site. The project agreements will likely be finalized by Fall 2024 and will be subject to approval by the MTA Board of Directors and the Board of Supervisors.

Base project costs (before debt service) for the new bus yard are estimated at \$500 million and new housing could cost \$104 million to \$500 million or more, depending on the number of units and shared infrastructure costs. The funding for project costs, including the housing, should be determined as part of finalizing the project agreements. In addition, project delivery phasing is still uncertain – the current concept includes 361 housing units to be constructed on top of the active bus yard years after the bus yard construction is complete.

Term Sheet for Project Agreement

In part because base project costs could exceed \$1 billion, in March 2021, while considering municipal code waivers for procuring the project contractors (File 20-0947), at its March 3, 2021 meeting the Budget & Finance Committee verbally requested MTA bring a term sheet for the project agreements to the Board of Supervisors for review and endorsement before the final agreement is submitted for Board approval. The purpose of the term sheet would be to provide non-binding policy guidance to the MTA as it finalizes the project agreement, such as which procurement and public integrity controls to include in the final agreements. According to MTA staff, the project agreements will likely be finalized by Fall 2024 but MTA has no plans to bring a term sheet to the Board of Supervisors. However, because MTA is not responding to term sheet request by the Board of Supervisors, we consider approval of this resolution to be a policy matter.

RECOMMENDATION

Approval of the proposed resolution is a policy matter for the Board of Supervisors.

⁷ MTA staff note that they the project team participates in the Potrero Yard Neighborhood Working Group, which includes monthly community meetings.





Amanda Eaken, Chair Stephanie Cajina, Vice Chair Steve Heminger, Director Dominica Henderson, Director **Fiona Hinze**, Director **Lydia So**, Director **Janet Tarlov**, Director

Jeffrey Tumlin, Director of Transportation

February 23, 2024

The Honorable Members of the Board of Supervisors City and County of San Francisco 1 Dr. Carlton Goodlett Place, Room 244 San Francisco, CA 94102

Subject: Request for Approval – Resolution approving a \$4,350,000 continuation payment under the Predevelopment Agreement for the Potrero Yard Modernization Project (Project) between Potrero Neighborhood Collective LLC and the City and County of San Francisco, acting by and through the San Francisco Municipal Transportation Agency, dated November 2, 2022.

Honorable Members of the Board of Supervisors:

The San Francisco Municipal Transportation Agency (SFMTA) requests that the San Francisco Board of Supervisors approve a Resolution for a \$4,350,000 continuation payment (Continuation Payment) under a Predevelopment Agreement (PDA) for the Project between Potrero Neighborhood Collective LLC (PNC) and the City and County of San Francisco (City) and authorize the SFMTA Director of Transportation to make the Continuation Payment to PNC on the terms and conditions in the PDA.

Background

The Project is part of the SFMTA's Building Progress Program (Program), a \$2+ billion multi-year effort to repair, renovate, and modernize the SFMTA's aging facilities to improve the overall transportation service delivery system in San Francisco. Built in 1915, Potrero Yard is scheduled to be the first site that the SFMTA will modernize and improve under the Program due to the age of the current facility and changes in bus fleet technology that make the current facility obsolete. The Project will have a new, multilevel bus facility that will not only improve maintenance and storage capabilities, but also contribute to a greener, more sustainable, and more reliable transportation system for San Francisco. The new bus facility will increase the capacity of Potrero Yard by over 50 percent and provide the green infrastructure needed for an all-electric fleet. These improvements are needed to ensure space for 213 of the SFMTA's electric trolley buses, both 40 foot and 60 foot, which the current facility cannot accommodate.

A key component of the Program is to maximize the use of SFMTA properties through joint development. Accordingly, the Project includes both a bus yard component (Bus Facility) and a housing component (Housing Component) designed to maximize the number of housing units in recognition of the physical parameters of the Bus Facility and the design guidelines



established for the overall Project. The Project would also include common infrastructure to be shared by the Bus Facility and the Housing Component (Common Infrastructure).

Over the last seven years, the SFMTA has engaged a complete City team on the Project, partnering with the San Francisco Planning Department (Planning Department), the Mayor's Office of Housing and Community Development, the Office of Economic and Workforce Development and San Francisco Public Works.

The Developer Partner and Predevelopment Agreement Period

On November 1, 2022, the SFMTA Board of Directors approved awarding the Project's Predevelopment Agreement to the preferred proposer following a procurement process – Potrero Neighborhood Collective LLC. Although the SFMTA remained the project sponsor for the Project's environmental review, the PDA requires that PNC perform all needed Project predevelopment activities, including the entitlement process, design advancement, community outreach, and supporting the environmental review process. During the PDA period, SFMTA and PNC are also developing agreements for the design, financing, and construction of the Bus Facility, the maintenance of the Bus Facility infrastructure and the Common Infrastructure, and the design, financing, construction and operation of the Housing Component. Once the SFMTA and PNC mutually agree to the terms of those agreements, they will be finalized and presented together to the SFMTA Board of Directors and Board of Supervisors for final approval.

The PNC development team includes the following parties: Plenary Americas US Holdings, Inc. as the equity member; Mission Economic Development Agency, Young Community Developers and Tabernacle Community Development Corporation as the affordable housing developer; Arcadis as the design consultant; Plant Construction Company, L.P. and The Allen Group, LLC as the construction management consultant; and WT Partnership as the infrastructure facility maintenance consultant.

Community and Stakeholder Engagement

Since December 2017, the Project team has led an extensive, inclusive, and transparent stakeholder engagement process to develop and design the new Potrero Yard. Community engagement has guided the Project through initial planning, the lead developer procurement process, and the launch of the City's first public-private partnership that produced the draft 100 percent schematic designs we have today. This input has influenced project design leading up to the 50 percent draft schematic design for the Bus Facility which was completed last summer. The 100 percent final schematic design for the Bus Facility is under final review. Please see Attachment 1 for a summary of Community and Stakeholder Engagement from 2018 through 2024.



Continuation Payment

The PDA requires PNC to suspend its predevelopment work if the Project environmental impact report (EIR) is certified and the needed Project entitlements are approved and effective – including the General Plan amendment and the special use district ordinances for the Project that have been submitted to the Board for approval (EIR/Entitlement Milestone). If the SFMTA elects to have PNC continue the predevelopment work after the EIR/Entitlement Milestone, it must send a continuation notice to PNC (Continuation Notice) and pay PNC a \$4,350,000 continuation payment (Continuation Payment). The Continuation Payment requires approval from the Board of Supervisors under Section 9.118 of the San Francisco Charter because the combined amount of the Continuation Payment and any potential termination payment under the PDA could be over \$10,000,000.

The SFMTA has determined that PNC has incurred substantial predevelopment costs in pursuing the Project entitlements, supporting the SFMTA's efforts for the Project's environmental review (including the EIR), and performing the Project predevelopment work, which would have been otherwise been borne by the SFMTA. The SFMTA has also determined that the Entitlements will increase the value of the Project Site by more than the \$4,350,000 amount of the Continuation Payment.

Request for Approval

The SFMTA respectfully requests that the San Francisco Board of Supervisors approve the General Plan amendment and the special use district ordinances for the Project and approve the Resolution to authorize the SFMTA Director of Transportation to issue the Continuation Notice and make the Continuation Payment to PNC on the terms and conditions in the PDA.

Sincerely,

Jeffrey P. Tumlin

Director of Transportation



Attachment 1

Community and Stakeholder Engagement

Since December 2017, the Project team has led an extensive, inclusive, and transparent stakeholder engagement process to develop and design the new Potrero Yard. The project we have today has been developed through a community-driven process. Our approach to public participation has been to engage and communicate with a broad and diverse group of stakeholders, while proactively seeking input and elevating voices of those who have been historically left out of the planning process. Community engagement has guided the Project through initial planning, the lead developer procurement process, and the launch of the City's first public-private partnership that produced the draft 100 percent schematic designs we have today.

Major outreach activities to educate the community about the Project and solicit feedback have included community events and open houses, tours of Potrero Yard, regular meetings of the Potrero Yard Neighborhood Working Group, listening sessions with community organizations, and grassroots outreach to individual residents. Bilingual English-Spanish communications have been part of the engagement from the start. Events have been advertised through both electronic and print materials, including mailings, posters, flyers, palm cards, digital and print ads, e-newsletters, emails, and the project website. Informational and engagement materials have included fact sheets, brochures, event boards, PPT presentations, videos, story maps, surveys, comment cards, feedback forms, and family-friendly activities.

Since 2018, the Project has hosted 42 meetings with the Potrero Yard Neighborhood Working Group, many of whose members have been involved since the group's inception. The group has been instrumental in providing in-depth feedback on all stages of the project. Additional events since 2018 include 40 public tours of the yard as well as 17 project-sponsored events featuring bi-lingual English-Spanish translation and interpretation, including:

| Event | Format | Date |
|---|-------------------|-----------|
| Introduction to Building Progress and Potrero Yard | Open House | 1/18/2018 |
| Project Workshop #1 | World Café | 12/5/2018 |
| Project Workshop #2 | World Café | 12/8/2018 |
| Community Design Workshop #1 | Workshop | 2/21/2019 |
| Community Design Workshop #2 | Workshop | 2/23/2019 |
| Community Event | Open House & Yard | |
| | Tours | 8/10/2019 |



| Open House and Pre-Application Meeting | Open House | 10/26/2019 |
|---|----------------------------------|------------|
| Spring Update and Conversation | Telephone Town Hall | 6/6/2020 |
| SF Planning Environmental Impact Report Scoping Meeting | Zoom Video Conference | 9/2/2020 |
| Winter Virtual Update and Conversation (English) | Online Town Hall | 12/5/2020 |
| Winter Virtual Update and Conversation (Spanish) | Online Town Hall | 12/12/2020 |
| Local Business Enterprise Informational Outreach Session | Online Zoom Meeting | 4/27/2021 |
| Virtual Community Meeting | Online Zoom Meeting | 7/13/2021 |
| Get to Know Potrero Neighborhood Collective and Pre-Application Meeting | Hybrid In-Person/Zoom Meeting | 12/13/2022 |
| Community Open House | Open House | 3/18/2023 |
| Virtual Public Meeting | Online Zoom Meeting | 5/17/2023 |
| Community Open House | Open House | 9/20/2023 |

Additional meetings and listening sessions have taken place with 50+ community organizations since 2018, including: 1850 Bryant; Acción Latina; African American Construction Coalition; Arts Community: Artspan, Precita Eyes, Horizons, other individuals; Black 2 the Future; BuildOut California; Calle 24; Council of Community Housing Organizations (CCHO); Dogpatch Neighborhood Association; Friends of Franklin Square; Hampshire Street Business: Little Mission Studios, Verdi Club SF and Hardesty Dwyer; Hispanic Chamber of Commerce San Francisco (HCCSF); Hunters View HOPE SF; HVY W8 Trucking Company; Hyper Hyper Local Business Group - Bayview Hunters Point District 10; Kansas Street SAFE Neighborhood Association; KQED; Latino Democratic Club; Latino Task Force (LTF); Livable Cities; Mariposa -11th-San Bruno-Utah-Street Neighborhood Association (MUNA); Mariposa Gardens; Micro LBE Black Contractor Coalition; Mission Destino; Mission Economic Development Agency (MEDA); Mission Housing (Calle 24, MHDC, MEDA, United to Save the Mission, and 1850 Bryant; Mission Housing Development Corporation (MHDC); Mission YIMBY/Mission Neighbors For Housing; Northeast Mission Business Association (NEMBA); PODER; PODER: Bicis del Pueblo; Potrero Boosters; Potrero Dogpatch Merchants Association; Project Artaud; Renaissance Entrepreneurship Center – Bayview; Rowan Homeowners Association; San Francisco African American Chamber of Commerce: Leadership and Business Accelerator Programs; San Francisco Latino & Black Builders



Association; San Francisco Latino Parity and Equity Coalition (SFLPEC); SF Bicycle Coalition; SF Housing Action Coalition (SFHAC); SF Transit Riders; SF Transit Riders; Sierra Club; SPUR; TogetherSF; United to Save the Mission (USM); Walk SF; and Women Business Enterprise Council – Pacific.

The Project has also participated in annual community-sponsored events, including Carnaval SF; District 9 Neighborhood Beautification Day; Fiesta de las Americas; Friends of Franklin Square Park Cleanups; KQED Fest; Phoenix Day; Potrero Hill Festival; Sunday Streets - Valencia Street; and Transit Month.

Feedback from stakeholders substantially informed the Project's developer procurement documents, including a public benefit vision for the Project. This document, entitled *Public Benefit Principles*, was appended to the RFP, and described the essential public benefit concepts that the Project should incorporate, depicted them through examples, and allowed the proposers flexibility and interpretation to present how they would be achieved in their submitted proposals. Stakeholders also provided significant feedback on the overall program for the housing and commercial component of the Project and the Design Guidelines. Since November 2022, the SFMTA and the Potrero Neighborhood Collective (PNC), the selected Project lead developer, have worked with the community and other stakeholders to further develop project design. Stakeholders were engaged on open decision points, such as the look and feel of the new building, ideas for the Project's community and commercial spaces, the streetscape on 17th Street, landscaping, and public art.

Paralleling the community outreach effort has been an extensive in-reach effort to frontline staff at Potrero Yard, including maintenance, operations, and administrative employees. Since November 2022, six in-reach meetings were held to update and solicit input from frontline staff, in addition to involving leadership at the Potrero Yard in the design of interior spaces in the Bus Facility. The SFMTA is working to establish a workforce housing preference for SFMTA employees at the site. A staff survey was developed with feedback from labor partners and targeted input from transit operators, maintenance, and other frontline staff. The survey was completed on January 10, 2024 and assessed SFMTA employees' housing needs and interest in the proposed workforce housing. Similar SFUSD and other Bay Area school district employee housing surveys informed the SFMTA survey. Distribution of the SFMTA survey began on September 19, 2023, with an initial focus on transit operators, maintenance, and other frontline staff.

Additional information about the Building Progress Program and the Project can be found at:

- SFMTA.com/BuildingProgress
- SFMTA.com/PotreroYard



Refined Project





The proposed **Refined Project** includes:

- 4 story bus yard supports up to 213 buses
- Up to 465 residential units with up to 13 stories and maximum height of 150 feet (environmental studies conducted analyzed up to 513 residential units)
- Approximately 92,000 square feet of open space
- Class 1 bicycle parking (long term)
- Protected and widened bike lanes with new crosswalk on 17th Street



M

Paratransit Variant





The proposed **Project Variant** includes

- 4 story bus yard supports up to 213 buses
- Space for paratransit ramps, circulation, parking and up to 160 paratransit vehicles
- Maximum of 104 residential units
- Approximately 6,000 square feet of open space on roof of Bryant Street housing
- Class 1 bicycle parking (long term)
- Protected and widened bike lanes with new crosswalk on 17th Street



M

Partnership with Potrero Neighborhood Collective (PNC)

Plenary

Infrastructure Developer and Workforce Housing Developer

- Plenary Americas is a US-based company with US headquarters in Los Angeles.
- Portfolio of over 60 public-private-partnership projects in North America. Total value of over \$17.3 billion. ~120 people who are responsible for managing the business in the US and Canada.
- Predevelopment experience including design, CEQA, permitting, stakeholder engagement.







Affordable Housing Developer

- Experience developing affordable housing in San Francisco (Casa Adelante – 2060 Folsom, 1990 Folsom, 1296 Shotwell, Alice Griffith Apartments)
- Combined over 125 years of experience investing in enhancing the capacity of Black-led and Latin-led neighborhood rooted organizations in direct response to historic racial injustices committed against BIPOC communities.

Design Team



- 30+ years in architecture and design industry in infrastructure (Salt Lake City Intermodal Hub, GoRaleigh Operations and Maintenance Facility, GRT Northfield Drive Bus Facility, Hamilton Transit Maintenance Storage Facility)
- 23+ years of affordable housing (Casa Adelante, Hope SF Potrero Hill, The Avery, Parcel Q).









Consultants

- 30+ years of Bay Area commercial construction experience (100 Van Ness, UCSF – Clinical Science Building, Pier 70 – Horizonal Improvements + Public Realm)
- 19+ years of facilities maintenance and operational management experience
- 35+ years of Bay Area communications consulting

PNC uniquely combines global leadership in infrastructure development with local expertise – all with a commitment to innovation, efficiency, and community inclusion.



Continuation Payment

- Requesting approval for a \$4,350,000 Continuation Payment under a Predevelopment Agreement (PDA) for the Project between PNC and the City.
 - The SFMTA Board approved awarding the Predevelopment Agreement to PNC on Nov. 1, 2022.
- The PDA requires the SFMTA to make the Continuation Payment for PNC to continue the PDA predevelopment work after the Project environmental impact report has been certified and the Project's entitlements are effective.
- PNC has incurred substantial predevelopment costs in pursuing Project entitlements, supporting environmental review/EIR and performing predevelopment work.
- Entitlements will increase the value of the Project site by more than the \$4,350,000 amount of the Continuation Payment.

Public Engagement

2018

January First Potrero Yard public event

August Working Group recruitment

December Project workshops



2019

February Community design workshop



August at Franklin Square: Public event and Site tours

October Open house and pre-application meeting



2020

Summer

Working Group committees

- Urban Design
- Housing
- Community Benefits / Public Art / Open Space

Consult with Panning for urban design guidelines and project objectives, building envelope, massing.



Sep-Dec Public RFP survey **December** Online town hall

July Virtual community meeting to respond to developer questions

August DEIR period closes

December Public tours restart



2021

2022

August Staff Inreach

November **Developer Selection** announced

December Working

Group meets PNC team: Pre-application meeting

2023

March Staff In-reach

May & Sep Staff In-reach

March Community open house

and Community Meetings



Potrero Yard Neighborhood Working Group: Background Information Detailed Project Updates: Potrero Yard Neighborhood Working Group

October

Staff In-reach

POTRERO







Project Phasing





Phase 3 - Podium Housing



The proposed housing program is subject to funding sources and market feasibility.

Conceptual rendering, not final design



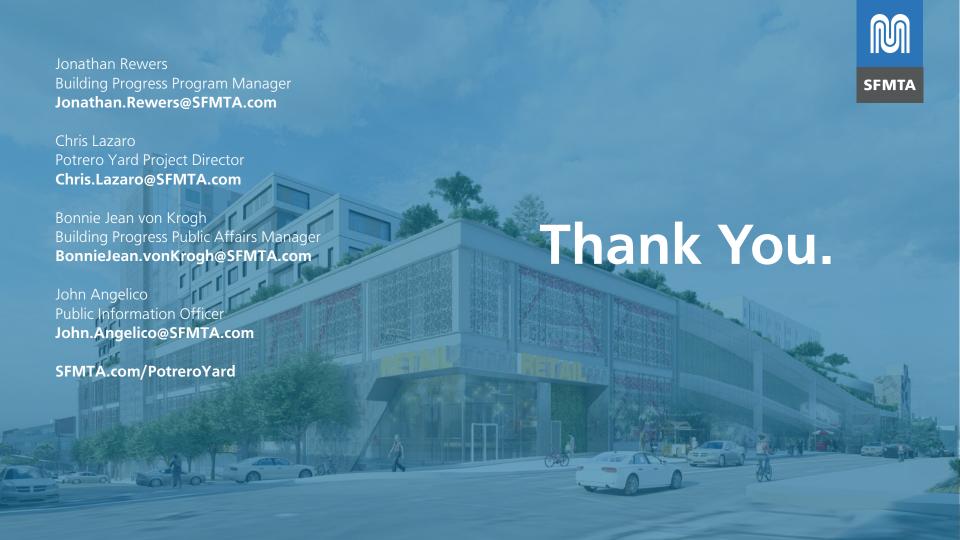


Public Art

NORTH ELEVATION WITH ART PROGRAM







PREDEVELOPMENT AGREEMENT

by and between

THE CITY AND COUNTY OF SAN FRANCISCO acting by and through the SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

and

POTRERO NEIGHBORHOOD COLLECTIVE LLC

Potrero Yard Modernization Project

November 2, 2022

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APPENDICES

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Appendix M: City Contracting Requirements

Appendix N: List of Reference Documents

Appendix O: List of Design Subconsultants

PREDEVELOPMENT AGREEMENT

This Predevelopment Agreement (this "Agreement") dated for reference purposes only as of November 2, 2022, is by and between the CITY AND COUNTY OF SAN FRANCISCO ("City"), a municipal corporation acting by and through the SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY ("SFMTA"), and POTRERO NEIGHBORHOOD COLLECTIVE LLC, a limited liability company organized under the laws of the State of Delaware ("Lead Developer" or "LD"). City and Lead Developer are also each referred to as a "Party" and together referred to as the "Parties" below.

RECITALS

- A. City, under the jurisdiction of the SFMTA, owns the real property commonly known as 2500 Mariposa Street in San Francisco, California, which is a 4.4-acre site comprised of Assessor's Block No. 3971-001, bounded by Bryant Streets, 17th Street, Hampshire Street, and Mariposa Street, and fully described on the attached Appendix A (the "**Project Site**").
- **B.** The Project Site is currently improved with a two-story structure used for electric trolley bus parking, operations, and maintenance services and an open trolley bus storage yard, which do not have the capacity to meet current needs, expected future needs, or modern safety and maintenance standards. City policy also promotes using public lands to build affordable housing to the greatest extent possible.
- C. On August 21, 2020, San Francisco Public Works issued a Request for Qualifications on behalf of the SFMTA (together with all its addenda, the "RFQ") to invite interested parties to submit a statement of qualifications to design, build, finance and maintain the Infrastructure Facility (as defined in <u>Article 1 (Definitions)</u>) at the Project Site and design, build, finance, operate and maintain the Housing and Commercial Component (as defined in Article 1 (Definitions)) at the Project Site.
- D. City determined Lead Developer and two other respondents to the RFQ were the three most qualified respondents to the RFQ and invited those three respondents to respond to a Request for Proposals for the development of the Project, which was issued by City on April 9, 2021 (the "Initial RFP"). The Initial RFP and all addenda to the Initial RFP shall be collectively referred to in this Agreement as the "RFP".
- E. On December 30, 2021, Lead Developer submitted a proposal to City in response to the RFP (the "Original Proposal") offering to perform predevelopment services and negotiate the form of the Project Agreement, the Housing and Commercial Component Agreement with respect to the Housing and Commercial Component (as defined in <u>Article 1</u> (Definitions)) to develop and deliver the Project.
- **F.** On May 26, 2022, City issued Addendum #30 to the RFP requesting proposal revisions from eligible proposers.
- G. On July 20, 2022, Lead Developer submitted its revised response to the RFP, which was clarified through the request for clarifications process set forth in the RFP. The Original Proposal and the revised response to the RFP, as clarified, are collectively referred to as (the "Proposal").

- **H.** On September 12, 2022, Lead Developer was selected by City as the preferred respondent with the best-value proposal to the RFP.
- I. Lead Developer and City wish to enter into this Agreement to provide for terms and conditions of the following predevelopment activities needed for timely delivery of the Project (as defined in Article 1 (Definitions)): (i) negotiating and finalizing agreements that are necessary for the Project, (ii) preparing and obtaining design documents, due diligence materials, and other development materials and analyses, (iii) preparing the analysis for any early works to prepare the Project Site for the Project during the PDA Term and if approved by City, performing that early work, (iv) negotiating and finalizing the MME Construction Agreement (as defined in Article 1 (Definitions), (v) developing the commercial and financing structure for the Project and negotiating and finalizing the related financing documents, (v) procuring a design-build contract for the construction of the Infrastructure Facility, (vi) procuring a facility maintenance contract for certain elements of the Infrastructure Facility, and (vii) any other predevelopment activities necessary to develop the Project and Project Documents to timely reach Commercial Close (as defined in Article 1 (Definitions)) and IF Financial Close and HCC Financial Close (each as defined in Article 1 (Definitions) below).
- City to any definite course of action with respect to approval of the Project or any portion of the Project. City will not consider approval of the Project until the City has completed environmental review with respect to the Project in compliance with the CEQA (as defined in Article I (Definitions) below) and City's CEQA procedures, as set forth in San Francisco Administrative Code Chapter 31. Accordingly, notwithstanding this Agreement, City and any other public agencies with jurisdiction over any part of the Project each shall have the absolute discretion to (a) require modifications to the Project and/or implementation of specific measures to mitigate significant adverse environmental impacts; (b) select feasible alternatives that avoid significant adverse impacts of the Project, including the "no project" alternative; (c) reject all or part of the Project if the economic and social benefits of the Project do not outweigh otherwise unavoidable significant adverse impacts of the Project; (d) approve the Project upon a finding that the economic and social benefits of the Project outweigh otherwise unavoidable significant adverse environmental impact of the Project; and (e) deny the Project.

AGREEMENT

1. **DEFINITIONS**

- 1.1. "100% SD Package" is described in <u>Section 3.2</u> (100% SD Package) of <u>Appendix B-2</u>.
- 1.2. "50% SD Package" is described in Section 3.1 (50% SD Package) of Appendix B-2.
 - **1.3.** "Access Agreement" is defined in Section 6.3 (Due Diligence Investigation).
- 1.4. "Additional HCC Materials" is defined in Section 6.9(h) (Additional HCC Materials).
- 1.5. "Affiliate" means any of the following: (a) any Equity Member; (b) any Person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with Lead Developer or any Equity Member; and (c) any Person owned in whole or in part by (i) Lead Developer, (ii) any Equity Member, or (iii) any Affiliate of Lead Developer under clause (b) of this definition, whether the ownership interest is direct or indirect,

beneficial or of record, provided that ownership of less than 10% of the equity interest in a Person shall not give rise to Affiliate status. For the purpose of this definition, "control" means the power to direct the management of a Person, whether through voting, nomination, or other selection rights, by contract, through family relationship, or by other means.

- 1.6. "Affordable Housing Developer" means each of Mission Economic Development Agency, Young Community Developers, Inc., and Tabernacle Community Development Corp.
- 1.7. "Affordable Units" means the affordable units in the Proposed HCC, which are comprised of three low income projects (senior housing facing Bryant Street and two family housing projects along the southwestern corner of the Facility, with each containing between 80-110 units), and one moderate income project (containing approximately 284 units), subject to any modification pursuant to Section 9.2 (HCC Change) or Section 9.3 (Changes Proposed by City).
- 1.8. "Agreement" means this Predevelopment Agreement, including all appendices and attachments, as such agreement may be modified from time to time.
- 1.9. "Allowance" means any of the items identified in FS Form D of the Financial Proposal.
- 1.10. "Applicable Law" means all federal, state, local, and administrative laws, ordinances, resolutions, regulations, requirements, proclamations, orders, or decrees of any municipal, county, state, or federal government or other governmental or regulatory authority, board of fire underwriters, or any directive or occupancy certificate issued under any law by any public officer or officers acting in their regulatory capacity, in each case having the force of law and applicable to either of the Parties, the Project or any element of the Project, or the Project Site or any portion of the Project Site.
- 1.11. "Area Median Income" or "AMI" means median income as published annually by the San Francisco Mayor's Office of Housing and Community Development for the City and County of San Francisco, derived in part from the income limits and area median income determined by United States Department of Housing and Urban Development for the San Francisco area, adjusted solely for household size, but not high housing cost area.
- 1.12. "Asset Management Program" means a plan that describes all the management, engineering, repairs and maintenance, and other activities needed to provide a best-value level of service for the Facility as a whole during its operational life-cycle, and allocates responsibility for those activities between the Principal Project Company, the Housing Project Company, and City during the Infrastructure Facility Term and the Housing Term.
- 1.13. "Asset Management Program Development Plan" is described in Section 2.2.2.4 (Asset Management Program Development Plan) of Appendix B-2.
- 1.14. "Availability Payment" means the payments to be made by City to the Principal Project Company during the Infrastructure Facility Term in consideration for the Principal Project Company's services under the Project Agreement. The amount and timing of each Availability Payment will be established in the Project Agreement.
 - 1.15. "Base Date" means July 20, 2022.
 - 1.16. "Base License Rights" is defined in Section 11.2 (Lead Developer IP).

- 1.17. "BEB Charging Equipment" is described in Article 1 (Introduction) of Division 5 (Battery-Electric Bus Supplemental Criteria) of the Technical Requirements.
- 1.18. "BEB Charging Infrastructure" is described in Article 1 (Introduction) of Division 5 (Battery-Electric Bus Supplemental Criteria) of the Technical Requirements.
- **1.19.** "BIM Execution Plan" or "BEP" is described in Section 2.2.2.2 (BIM Execution Plan) of Appendix B-2.
- **1.20.** "Board of Supervisors" means the Board of Supervisors of the City and County of San Francisco.
- 1.21. "Building Automation System" or "BAS" means a computer-based system installed in buildings to control and monitor mechanical and electrical plants, including HVAC (heating, ventilation, air conditioning), lighting, power systems, fire systems, and security systems.
- 1.22. "Building Information Modeling" or "BIM" means a three-dimensional, digital, model-based process that gives owners, architects, engineers, contractors, and facility maintenance managers the insight and tools to more efficiently plan, design, construct, operate, and maintain buildings and infrastructure.
- 1.23. "Business Day" means any day that is not a Saturday or Sunday, a City public holiday, a State of California public holiday, or a federal public holiday.
- 1.24. "Bus Yard Component" or "BYC" means the Facility's transit component, which (a) will include the spaces needed for City's operation and maintenance activities at the Facility after Substantial Completion of the Infrastructure Facility, (b) must meet the Bus Yard Component criteria in the Technical Requirements except as otherwise approved by City in writing, which approval shall be at its sole discretion, and (c) will not be used for the Common Infrastructure.
 - **1.25.** "CEQA" is defined in Article 13 (Final Action Subject to Environmental Review).
- 1.26. "CEQA and General Regulatory Approvals Plan" is described in <u>Section 2.2.3.2</u> (Entitlements and General Regulatory Approvals Plan) of <u>Appendix B-2</u>.
- 1.27. "Change of Control" means any Equity Transfer, transfer of an interest, direct or indirect, in an Equity Member, or other assignment, sale, financing, grant of security interest, hypothecation, conveyance, transfer of interest or transaction of any type or description, including by or through voting securities, asset transfer, contract, merger, acquisition, succession, dissolution, liquidation, bankruptcy or otherwise, that results, directly or indirectly, in a change in possession of the power to direct or control or cause the direction or control of the management of Lead Developer or a material aspect of its business. A change in possession of the power to direct or control or cause the direction or control of the management of an Equity Member may constitute a Change in Control of Lead Developer if such Equity Member possesses, immediately prior to such Change in Control, the power to direct or control or cause the direction or control of the management of Lead Developer. Notwithstanding the foregoing, the following shall not constitute a Change in Control:
- (a) a change in possession of the power to direct or control the management of Lead Developer or a material aspect of its business due solely to bona fide open market transactions in securities effected on a recognized public stock exchange, including such transactions involving an initial public offering;

- (b) an upstream reorganization or transfer of indirect interests in Lead Developer so long as no change occurs in the entity with ultimate power to direct or control or cause the direction or control of the management of Lead Developer;
- (c) a change in possession of the power to direct or control the management of Lead Developer or a material aspect of its business due solely to a bona fide transaction involving a beneficial interest in the ultimate parent organization of an Equity Member (but not if the Equity Member is the ultimate parent organization) if the references, experience or financial statements of the ultimate parent organization were not considered or evaluated in the statement of qualifications or proposal, provided, however, that this exception shall not apply if at the time of the transaction the transferee is suspended or debarred from bidding, proposing or contracting with the City or any federal or State department or agency, or is subject to a suspension or debarment proceeding;
- (d) an Equity Transfer, where the transferring Equity Member and the transferee are under the same ultimate parent organization ownership, management and control before and after the transfer; or
- (e) a transfer of interests (i) between managed funds that are under common ownership, management or control or (ii) by an Equity Member to a fund, investment vehicle or other entity managed by or under common control of such Equity Member, except, in each case, a change in the management or control of a fund, investment vehicle or other entity, as applicable, that manages or controls; and
- (f) the exercise of minority veto or voting rights (whether pursuant to applicable Law, by Lead Developer's organizational documents or by related member or shareholder agreements or similar agreements) over major business decisions of Lead Developer, provided that if such minority veto or voting rights are exercised pursuant to shareholder or similar agreements, City received copies of such agreements on or before the date of the Agreement.
 - **1.28.** "City" is defined in the Preamble.
- 1.29. "City Agents" means, collectively, employees, officers, members, managers, directors, agents, contractors, subcontractors, and consultants of City.
- 1.30. "City Data" means any information, data, or document, whether or not protectable Intellectual Property, which is created, developed, or collected by, or on behalf of, City related to transportation operations, national infrastructure planning and Personal Information of the City employees, vendors and consumers. For the avoidance of doubt, City Data shall include, but not be limited to, (a) all "nonpublic information," as defined by the Gramm-Leach-Bliley Act (15 USC § 6801 et seq.), (b) personal information as defined by California Civil Code §§ 1798.29, 1798.82, and 1798.140 (California Consumer Privacy Act of 2018, effective January 1, 2020), as amended and supplemented by the California Privacy Rights Act of 2020 (effective December 16, 2020; operative January 1, 2023), (c) protected health information or individually identifiable health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HiTECH) Act or as defined by the Code of Federal Regulations (45 CFR § 160.103), and/or (d) personal data as defined by the EU General Data Protection Regulation (Regulation (EU) 2016/679). For the further avoidance of doubt, City Data is not limited to proprietary or confidential information, and need not constitute trade secret information.
 - 1.31. "City Event of Default" is defined in Section 19.2 (City Event of Default).

- 1.32. "City IP" means all Intellectual Property owned by, or sufficiently licensed to, City (other than pursuant to any license granted by the Lead Developer, any Lead Developer Related Entity or any owner of any Third Party IP under or as required by this Agreement).
- 1.33. "City Predevelopment Cost" is defined in Section 2.3(c) (City Predevelopment Cost).
 - **1.34.** "City Project Director" is defined in Section 7.3(b) (For City).
 - **1.35.** "City Project Manager" is defined in Section 7.3(b) (For City).
 - 1.36. "City Proposed Change" is defined in Section 9.3(a).
 - **1.37.** "claims" means all claims, demands, rights, and causes of action.
- 1.38. "COTS" (or, "Commercially Available Off-the-Shelf Software") means Software (i) sold in substantial quantities, (ii) readily available to City without Lead Developer or third party participation, (iii) provided without modification in the same form in which it is sold in the commercial marketplace, and (iv) for which there are at least two (2) readily available alternative solutions or items with the same or substantially similar design, use or function as the proposed COTS. For the avoidance of doubt, COTS does not include so-called open source software or sole-source software.
- **1.39.** "Commencement Date" means the date that City delivers Notice to Proceed #1 to Lead Developer under Section 4.2(a) (Notice to Proceed #1).
- **1.40.** "Commercial Close" means the concurrent, full execution and delivery of both the Project Agreement and the HCC Agreement.
- 1.41. "Common Infrastructure" means the physical infrastructure component of the Facility that is shared by the Bus Yard Component and the Housing and Commercial Component, as further described in the Technical Requirements, and the criteria for which are set forth in the Technical Requirements, except as otherwise approved by City in writing, which approval shall be at its sole discretion.
- **1.42.** "Common Infrastructure Costs" is defined in Section 2.6 (Allocation of Common Infrastructure Costs).
- 1.43. "Conference/Media Summary" is defined in Section 7.6(i) (Press Conference or Media Activity).
- **1.44.** "Construction Permitting Plan" is described in <u>Section 2.2.2.6</u> (Construction Permitting Plan) of <u>Appendix B-2</u>.
- 1.45. "Contractor Procurement Plan" is described in <u>Section 2.2.4.1</u> (Contractor Procurement Plan) of <u>Appendix B-2</u>.
- 1.46. "Cost and Risk Management Plan" is described in Section 2.2.2.3 (Cost and Risk Management Plan) of Appendix B-2.
- 1.47. "Cost Management" is defined in Section 2.2.2.3 (Cost and Risk Management Plan) of Appendix B-2.
 - **1.48.** "Covered Services" is defined in Section 24.4(a) (Covered Services).

- **1.49.** "DB" means design-build.
- 1.50. "Debt Financing Plan" is defined in <u>Section 2.2.1.2</u> (Financing Management Plan) of <u>Appendix B-2</u>.
 - 1.51. "Design Deliverables" is referenced in Appendix B-2.
 - 1.52. "Design-Build Contract" is defined in Section 6.11 (Design-Build Contract).
- 1.53. "Design-Build RFP" means the request for proposals for the Design-Build Contract.
- 1.54. "Design-Build RFQ" means the request for qualifications for the Design-Build Contract.
- 1.55. "Design Management Plan" is described in Section 2.2.2.1 (Design Management Plan) of Appendix B-2.
- 1.56. "Design Quality Management" is defined in Section 2.1.2.1 (Design Quality Management) of Appendix B-2.
- 1.57. "Design Reviews" is defined in Section 2.2.2.1 (Design Management Plan) of Appendix B-2.
- 1.58. "Developed IP" means Intellectual Property that is authored, created, invented or reduced to practice under or for the purposes of the Agreement, the Work or the Project, whether or not such Intellectual Property is incorporated into the Project IP but excluding any adaptation, continuation or derivative work that constitutes Lead Developer IP.
- 1.59. "Development Team Member" and "Development Team" are defined in Section 7.1 (Development Team).
 - 1.60. "Director of Transportation" means the SFMTA's Director of Transportation.
 - **1.61.** "Discontinuation Notice" is defined in Section 4.2(c) (Decision Not to Proceed).
- 1.62. "Dispute" means any dispute, disagreement or controversy between City and Lead Developer concerning their respective rights and obligations under the Agreement, including concerning any claim, alleged breach or failure to perform and remedies.
 - 1.63. "Draft EIR" is defined in Section 6.20(a) (Project Sponsor).
- 1.64. "Early Works" means, to the extent approved by City, any physical work required at the Project Site, or off-site utility work, or physical work associated with relocating the Potrero Division bus fleet and all relevant operations out of the Project Site, during the PDA Term to enable Substantial Completion of the Infrastructure Facility by the Outside Delivery Date. The MME Expansion Project is not an Early Work.
- 1.65. "Early Works Agreement" means an agreement entered into by City and Lead Developer for the performance of Early Works by Lead Developer during the PDA Term.
- 1.66. "Early Works Plan" is described in Section 2.2.5.1 (Early Works Plan) of Appendix B-2.

- **1.67.** "Effective Date" means the date the Director of Transportation executes this Agreement.
- 1.68. "EIR" means the Environmental Impact Report for the Project, including the Draft EIR, public and agency comments on the Draft EIR (DEIR) received during the review process, a list of people and organizations that submitted comments, responses from the lead agency to the comments received, and any revisions of the Draft EIR.
- **1.69.** "Energy Management Program" is defined in Section 6.7 (Energy Management Program).
- 1.70. "Engineering Analysis" means the process of applying scientific analytic principles and processes to reveal the properties and state of a system, device, or mechanism under study.
- 1.71. "Entitlements and General Regulatory Approvals Plan" is described in Section 2.2.3.2 (Entitlements and General Regulatory Approvals Plan) of Appendix B-2.
- **1.72.** "Equity Member" means a Person that directly holds a legal and beneficial interest in Lead Developer.
- 1.73. "Equity Transfer" means any assignment, mortgage, encumbrance, hypothecation, conveyance, sale, or other transfer of equity interest in Lead Developer.
 - 1.74. "Extension Notice" is defined in Section 3.3(c) (Performance Extension).
- **1.75.** "Extension Request" is defined in <u>Section 3.1</u> (*PDA Term; Predevelopment Period Extensions*).
- 1.76. "Extremely low income" is described in <u>Section 3.1.2</u> (*Housing*) of <u>Division 8</u> (*Public Benefit Principles*) of the Technical Requirements.
- 1.77. "Facility" means the Bus Yard Component, Housing and Commercial Component, and Common Infrastructure, collectively.
 - 1.78. "FF&E" means furniture, fixtures, and equipment.
- 1.79. "Final Acceptance" means that all design and construction work is complete and all other prerequisites for final acceptance have been met as set forth in (a) any Early Works Agreement (with respect to the applicable Early Works); (b) the Project Agreement (with respect to the Infrastructure Facility); and (c) the HCC Agreement (with respect to the Housing and Commercial Component), as applicable.
- **1.80.** "Final Price" is defined in the "Final Price and Cost Savings Form" in Attachment 4 of Appendix B-2).
 - **1.81.** "Finance Plan" is defined in Section 6.8 (Project Financing).
- **1.82.** "Financial Model" is described in <u>Section 2.2.1.2</u> (Financing Management Plan) of <u>Appendix B-2</u>.
- **1.83.** "Financial Proposal" means Volume 3 to the Proposal, which is attached as Appendix G, except the Housing and Commercial Component contingency plan included in

- <u>Financial Submittal 11</u> (Housing and Commercial Component Organizational, Financial, and Operations Plan).
- 1.84. "Financing Management Plan" is described in <u>Section 2.2.1.2</u> (Financing Management Plan) of <u>Appendix B-2</u>.
- 1.85. "Fixed Budget Limit" or "FBL" is defined in Section 2.5(a) (Fixed Budget Limit).
- **1.86.** "Floating Milestone Date" is defined in Section 3.2(b) (*Phase 2 Floating Milestone*).
- **1.87.** "General Regulatory Approvals" is defined in Section 6.21(b) (General Regulatory Approvals).
- **1.88.** "Geotechnical Baseline Report" is described in Section 3.2.1 (Drawings and Reports) of Appendix B-2.
- **1.89.** "gsf" is defined in <u>Section E1.2.3</u> (Lead Developer's Predevelopment Costs) of Appendix B-2.
- 1.90. "Guarantor" means each Person providing a Guaranty as described in <u>Section</u> 6.23 (Guaranty). As of the Effective Date, the Guarantor is Plenary Americas US Holdings Inc.
- 1.91. "Guaranty" means each guaranty executed by a Guarantor guaranteeing some or all of the obligations of Lead Developer under the Agreement.
- 1.92. "Handback Requirements" means the terms, conditions, requirements, and procedures governing the condition in which Principal Project Company is to deliver the Infrastructure Facility and its assets upon expiration of the Infrastructure Facility Term.
- **1.93.** "HCAO" is defined in <u>Section 24.2</u> (*Requiring Health Benefits for Covered Employees*).
- 1.94. "HCC Agreement" means the agreement between City and the Housing Project Company (or between City and the Principal Project Company and assigned by Principal Project Company to a Housing Project Company) which would be signed at the HCC Commercial Close, pursuant to which City will grant a long-term real property interest in certain premises for the development of the Housing and Commercial Component.
 - 1.95. "HCC Change" is defined in Section 9.2(a) (Basis for HCC Changes).
 - **1.96.** "HCC Change Request" is defined in Section 9.2(b) (HCC Change Request).
- **1.97. "HCC Commercial Close"** means the full execution and delivery of the HCC Agreement.
- 1.98. "HCC Financial Close" means the full execution and delivery of the HCC Financing Documents, either at or after HCC Commercial Close, where all conditions to the effectiveness of the HCC Agreement and Housing Financing Documents have been satisfied so that the Housing Project Company is sufficiently funded to commence construction of the Housing and Commercial Component.

- **1.99.** "HCC Financing Documents" means all documents to be executed by the Housing Project Company) to finance the Housing and Commercial Component.
- 1.100. "HCC Interface Requirements" is defined in Section 6.9(a) (HCC Interface Requirements).
 - 1.101. "HCC Schedule" is defined in Section 6.9(c) (HCC Schedule).
 - 1.102. "HCC Term Sheet" is defined in Section 6.9(d) (HCC Term Sheet).
- 1.103. "HCC Transaction Documents" mean, collectively, the HCC Term Sheet, the HCC Agreement, and any other documents to be executed by City and the Housing Project Company with respect to the Project.
- 1.104. "Housing and Commercial Component" or "HCC" means the Facility's housing and commercial component, which would include the commercial space, the housing units and their associated support spaces (e.g., lobbies, vertical and horizontal circulation, storage, open space, rooms for building systems, offices for property management and residential services, and resident amenities such as laundry and community rooms) that are not used for the Bus Yard Component or the Common Infrastructure.
- **1.105.** "Housing Developer" means each of Presidio Development Partners, LLC and Tabernacle Community Development Corp.
- 1.106. "Housing Project Company(ies)" means the special-purpose entity(ies) that will deliver, operate and maintain the Housing and Commercial Component pursuant to the HCC Agreement.
- **1.107. "Housing Term"** means the period during which a Housing Project Company has the right and obligation to maintain and operate the Housing and Commercial Component.
- 1.108. "IF Commercial Close" means the full execution and delivery of the Project Agreement.
- 1.109. "IF Financial Close" means the full execution and delivery of the IF Financing Documents, either at or after IF Commercial Close, where all conditions to the effectiveness of the Project Agreement and IF Financing Documents have been satisfied so that the Principal Project Company is sufficiently funded to commence construction of the Infrastructure Facility.
- **1.110.** "**IF Financing Documents**" means all documents to be executed by the Principal Project Company to finance the Infrastructure Facility.
- 1.111. "IF Transaction Documents" mean, collectively, the Project Agreement, and any other documents to be executed by City and the Principal Project Company with respect to the Project.
 - **1.112.** "IFM Contract" is defined in Section 6.13 (IFM Contract).
 - **1.113. "IFM RFP"** means the request for proposals for the IFM Contract.
 - 1.114. "IFM RFO" means the request for qualifications for the IFM Contract.
- 1.115. "Indemnified Parties" is defined in <u>Section 21.1</u> (Lead Developer's Duty to Indemnify).

- **1.116. "Infrastructure Facility"** means the Bus Yard Component and the Common Infrastructure, collectively.
- 1.117. "Infrastructure Facility Maintenance" or "IFM" means all management, engineering, repairs and maintenance, renewals and replacement, and other ancillary services required at all times for the Infrastructure Facility to allow for the ongoing operations and maintenance activities needed at the Facility and to meet the service requirements specified in the Asset Management Program and the Handback Requirements.
- 1.118. "Infrastructure Facility Term" means the 30-year period during which the Principal Project Company must provide the Infrastructure Facility Maintenance under the Project Agreement.
- 1.119. "Intellectual Property" means all current and future legal and/or equitable rights and interests, anywhere in the world, in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets (as defined by the Defend Trade Secrets Act § 2(b)(1) (18 USC § 1839(3)), and pursuant to US state and federal laws), designs (registered and unregistered), utility models, circuit layouts, mask works, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Work Materials or IP Materials. Without limiting the foregoing, Intellectual Property includes Software and City Data. For the avoidance of doubt, Intellectual Property is distinguished from the physical, electronic, and/or mechanical embodiments of such Intellectual Property (see IP Materials).
 - 1.120. "IP Escrow" is defined in Section 11.7(b).
 - 1.121. "IP Escrow Agent" is defined in Section 11.7(b).
- 1.122. "IP Materials" means all physical, electronic and/or mechanical embodiments of, and documents disclosing, Intellectual Property. Without limiting the generality of the foregoing, IP Materials include embodiments, documents, deliverables and/or Work Materials incorporating concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, Software, Source Code, decompilation instructions, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation, training materials, and other tangible objects produced under the Agreement or required by, incorporated into or combined with the Work, Work Materials, or the Project.
 - 1.123. "LBE Plan" is defined in Section 6.10 (Local Business Enterprise Plan).
 - 1.124. "LD Change Request" is defined in Section 9.1(c) (LD Change Request).
 - 1.125. "LD Event of Default" is defined in Section 19.1 (LD Event of Default).
- **1.126.** "LD Media Contact" is defined in Section 7.6(d)(iii) (Media and Communications Team Contacts).
- 1.127. "LD Outreach Plan" is defined in Section 7.6(c) (Lead Developer Outreach Plan).

- **1.128.** "LD Predevelopment Cost" is defined in Section 2.3(d) (LD Predevelopment Cost).
 - **1.129.** "LD Project Director" is defined in Section 7.3(a) (For Lead Developer).
 - 1.130. "LD Project Manager" is defined in Section 7.3(a) (For Lead Developer).
 - 1.131. "LD Proposed Change" is defined in Section 9.1(a) (LD Proposed Change).
 - **1.132.** "Lead Developer" or "LD" is defined in the <u>Preamble</u>.
- 1.133. "Lead Developer Agents" means, collectively, Lead Developer's employees, officers, members, managers, directors, agents, contractors, subcontractors, consultants, members, Affiliates, and Development Team Members.
- 1.134. "Lead Developer IP" means Intellectual Property that is (i) owned by any Lead Developer Related Entity prior to the Effective Date, (ii) developed or acquired by any Lead Developer Related Entity independently of the Agreement or not specifically for the purposes of performing the Work (iii) any adaptation, continuation or derivative work which requires the incorporation, exercise or practice of Intellectual Property that is the subject of either subsection (i) or (ii).

1.135. "Lead Developer Related Entities" means:

- (a) Lead Developer;
- (b) Lead Developer Agents;
- (c) any Guarantor;
- (d) any other persons or entities performing any of the Work;
- (e) any other persons or entities for whom Lead Developer may be legally or contractually responsible; and
- (f) the employees, agents, officers, directors, representatives, consultants, successors and assigns of any of the foregoing.
- 1.136. "Local Business Enterprise" or "LBE" means a business designated and certified as such by the San Francisco Contract Monitoring Division under San Francisco Administrative Code Section 14B.3.
- 1.137. "Losses" means, collectively, any loss, expense, cost, compensation, damages (including foreseeable consequential damages), attorneys' fees, claims, demands, liens, obligations, injuries, liability, interest, penalties, fines, lawsuits and other proceedings, judgments, awards, or liabilities of any kind, known or unknown, contingent or otherwise, equitable relief, mandamus relief, specific performance, or any other relief.
- 1.138. "Low income" is described in <u>Section 2.2.2</u> (Equity, Affordability Mix and Tenant Preferences) of <u>Division 6</u> (Program for the Housing and Commercial Component) of the Technical Requirements.
 - 1.139. "Mediation" is defined in Section 25.5(a) (Mediation Request).

- 1.140. "Mediation Request" is defined in Section 25.5(a) (Mediation Request).
- 1.141. "MEP" means mechanical, electrical, and plumbing.
- **1.142.** "MME Expansion Project" means the expansion of SFMTA's Muni Metro East facility located at 601 25th Street in San Francisco, as further described in <u>Appendix K</u>.
- 1.143. "MME Construction Agreement" means the agreement between Lead Developer and City for the performance of the MME Expansion Project to be negotiated and finalized in accordance with Section 6.24 (MME Expansion Project).
- **1.144.** "MMRP" means any Mitigation Monitoring and Reporting Program for the Project adopted by the Planning Commission in certifying the EIR.
- 1.145. "Moderate income" is described in Section 2.2.2 (Equity, Affordability Mix and Tenant Preferences) of Division 6 (Program for the Housing and Commercial Component) of the Technical Requirements.
- **1.146.** "MOHCD" means the San Francisco Mayor's Office of Housing and Community Development.
- 1.147. "Muni Metro East" or "MME" means the City property that comprises portions of Blocks 4297, 4298, 4299, 4300, 4310, and 4313, and is bounded by 25th, Illinois, Cesar Chavez, and Maryland Streets.
- **1.148. "Notice of Acceptance"** means the notice described in <u>Section 4.3(c)</u> (*Notice of Acceptance*).
 - **1.149.** "Notice to Proceed" or "NTP" is defined in Section 4.1 (*Performance*).
 - 1.150. "NPV" means net present value.
 - 1.151. "OEWD" means City's Office of Economic Workforce and Development.
- 1.152. "Original Proposal" means the original proposal submitted by Lead Developer on December 30, 2021, as described in <u>Recital E</u>, in response to the Initial RFP.
 - 1.153. "Outside Delivery Date" means November 30, 2027.
- 1.154. "Owner's Information Requirements" or "OIR" is described in Section 2.2.2.2 (BIM Execution Plan) of Appendix B-2.
- 1.155. "PCIC" means the percentage of Common Infrastructure cost allocated to City, which will be 55.10%, as set forth in FS Form B of the Financial Proposal, as may be further adjusted pursuant to the version of FS Form B submitted by Lead Developer at Performance Milestone 15 and Performance Milestone 27A if approved, respectively, by City at Performance Milestone 16 and Performance Milestone 28.
- 1.156. "PCIC(Dis)" means the discount to the PCIC(Max) described in FS Form B of the Financial Proposal.
- 1.157. "PCIC(Max)" means the percentage of Common Infrastructure cost allocated to City as stated in Form FS B of the Financial Proposal, which is based on (i) the gross square feet of floor area of the Bus Yard Component divided by (ii) the gross square feet of floor area of the

Bus Yard Component and the Housing and Commercial Component. Such percentage may be further adjusted pursuant to the version of FS Form B submitted by Lead Developer at Performance Milestone 15 and Performance Milestone 27A if approved, respectively, by City at Performance Milestone 16 and Performance Milestone 28.

- 1.158. "PCIH" means the percentage of Common Infrastructure cost allocated to the Housing and Commercial Component, which will be 44.90%, as set forth in FS Form B of the Financial Proposal. Such percentage may be further adjusted pursuant to the version of FS Form B submitted by Lead Developer at Performance Milestone 15 and Performance Milestone 27A if approved, respectively, by City at Performance Milestone 16 and Performance Milestone 28.
- 1.159. "PDA Management Plan" means a plan that covers Lead Developer's management of the Work, which will be based on the preliminary plan included in the Technical Proposal and to be finalized as described in <u>Appendix B-2</u>.
 - 1.160. "PDA Phase" is defined in Section 4.1 (Performance).
- **1.161. "PDA Term"** is defined in <u>Section 3.1</u> (*PDA Term; Predevelopment Period Extensions*).
- 1.162. "Performance Date" means the date for the performance of a Performance Milestones, as set forth in Appendix B-1.
 - 1.163. "Performance Extension" is defined in Section 3.3(c) (Performance Extension).
 - 1.164. "Performance Milestones" is defined in Section 3.2(a) (Compliance).
- 1.165. "Person" means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization, governmental entity, or other entity.
- 1.166. "Phase 2 Floating Milestone" is defined in Section 3.2(b) (Phase 2 Floating Milestone).
- 1.167. "Plan for Coordination with Regulatory Agencies" is described in <u>Section</u> 2.2.2.5 (Plan for Coordination with Regulatory Agencies) of <u>Appendix B-2</u>.
 - 1.168. "Planning Commission" means the San Francisco Planning Commission.
 - 1.169. "Planning Department" means the San Francisco Planning Department.
- 1.170. "Predevelopment Agreement Management Plan" or "PMP" is described in Section 2.1.1 (Predevelopment Agreement Management Plan) of Appendix B-2.
- 1.171. "Predevelopment Period" means the five hundred sixty-eight (568) consecutive day period that commences on the Commencement Date, as may be extended by in accordance with Section 3.1 (PDA Term; Predevelopment Period Extensions).
- 1.172. "Preliminary Financial Model" means the electronic financial model that generates financial projections for the Infrastructure Facility, which Lead Developer included in its Financial Proposal.

- 1.173. "Preliminary Pro Forma" means the electronic pro forma model that generates financial projections for the Housing and Commercial Component, which Lead Developer included in its Financial Proposal.
 - **1.174.** "Preliminary Term Sheet" is the term sheet attached as Appendix F.
 - 1.175. "Premises" is defined in Section 6.9(d) (HCC Term Sheet).
 - 1.176. "Press Matters" is defined in Section 7.6(h) (Press Contacts).
 - 1.177. "Press Release" is defined in Section 7.6(h) (Press Contacts).
- 1.178. "Prevailing Rate of Wages" shall have the meaning given in Section 6.22(e) of the San Francisco Administrative Code.
- 1.179. "Principal Project Company" or "PPC" means the Lead Developer or a special-purpose entity in which Lead Developer is the only party with the power to direct the management of that entity, whether through voting, nomination, or other selection rights, by contract, or by other means, that enters into the Project Agreement with City for delivery of the Infrastructure Facility and maintenance of certain elements thereof.
- 1.180. "Pro Forma" is defined in <u>Section 2.2.1.2</u> (Financing Management Plan) of <u>Appendix B-2</u>.
- **1.181.** "Project" means development, design, construction, and financing of the Facility at the Project Site, the Infrastructure Facility Maintenance, and the Property Management.
- 1.182. "Project Agreement" means the agreement between City and the Principal Project Company for delivery of the Infrastructure Facility, which would be signed at IF Commercial Close.
- 1.183. "Project Documents" mean, collectively, the Transaction Documents, the IF Financing Documents, the HCC Financing Documents, the Design-Build Contract, the IFM Contract, and any other documents to be executed by the Principal Project Company, the Housing Project Company, any Design-Build Contract contractor, the IFM Contract contractor, or any other third party providing either services, funding, or financing with respect to the Project, the performance of the Principal Project Company's obligations under the Project Agreement, the performance of the Housing Project Company's obligations under the HCC Agreement, or the independent function of the Bus Yard Component and the Housing and Commercial Component.
- 1.184. "Project IP" means all Intellectual Property authored, created, invented or reduced to practice under or for the purposes of the Agreement, or otherwise required by, integrated into or combined with the Work or the Project.
 - 1.185. "Project Management Deliverables" is defined in Appendix B-2.
 - 1.186. "Project Objectives" are set forth in Appendix D.
- 1.187. "Project Principal(s)" is the person(s) each Equity Member has designated as its representative principally responsible for that Equity Member's role on the Development Team.
 - 1.188. "Project Schedule" is defined in Section 6.2 (PDA Phases).

- 1.189. "Project Site" is defined in Recital A.
- 1.190. "Property Management" means the management, leasing, rent collection, tenant services and relations, engineering, repairs and maintenance, renewals and replacement, and other ancillary services required for operating the of the Housing and Commercial Component in compliance with Applicable Law and keeping it in a good operating condition during the Housing Term.
- 1.191. "Proposal" means the Original Proposal, and the revised response to the RFP submitted by Lead Developer to City on July 20, 2022 as clarified through the request for clarifications process set forth in the RFP. Portions of the Proposal are included in the Agreement at Appendix C (Proposal Commitments), Appendix G (Financial Proposal), Appendix H (Technical Proposal), Appendix I (Development Team and Key Personnel), and including Attachment 1 (SFMTA Trainee Hiring Program) and Attachment 2 (First Source Hiring Program) of Appendix G.
 - 1.192. "Proposal Payment" is defined in Section 16.3(a) (Proposal Payment).
 - **1.193.** "Proposed HCC" is defined in Section 6.9 (HCC Predevelopment Work).
- **1.194.** "Public Records Act" means the Public Records Act in California Government Code Section 6250 et seq.
- 1.195. "Quality Assurance Manager" is the person that the Lead Developer has designated to develop, implement, and maintain a system of quality management for the Development Team's work products and development process.
- 1.196. "Quality Management Plan" or "QMP" is described in Section 2.1.2 (Quality Management Plan) of Appendix B-2.
- 1.197. "Qualified Out-of-Pocket Costs" means the costs incurred by Lead Developer, including demonstrated internal costs, to prepare the Work Materials and procure the Design-Build Contract and IFM Contract, which costs must not be increased by any dollar or percentage amount representing added profit, fee, or administrative or other charge but can include the actual financing costs incurred by Lead Developer during the PDA Term from loans or lines of equity extended by any third party financial institutions, or Affiliates provided the Affiliate provides rates competitive with third party financial institutions, to finance the Work Materials and the procurement of the Design-Build Contract and IFM Contract, and which must have been documented by Lead Developer in compliance with this Agreement. The following costs shall not be included as Qualified Out-of-Pocket Costs: (a) HCC costs (except those specifically incurred in connection with Work Materials identified in Appendix B-1 and Appendix B-2; (b) the internal financing costs incurred by any of the Development Team Members; or (c) the costs of any Additional HCC Materials.
 - 1.198. "Reference Documents" means the materials described in Appendix N.
- **1.199.** "Regulatory Agency" is defined in <u>Section 6.21(c)</u> (*No Lobbying; Proprietary Capacity*).
- **1.200.** "Regulatory Appeal Delay" is defined in Section 3.3(b) (Regulatory Appeal Delay).
 - **1.201.** "Regulatory Approval" is defined in Section 6.21 (Regulatory Approvals).

- **1.202.** "Regulatory Approval Strategy" is defined in Section 6.21(b) (General Regulatory Approvals).
 - 1.203. "Regulatory Change" is defined in Section 9.1(a) (LD Proposed Change).
 - 1.204. "Release Conditions" is defined in Section 11.7(c).
- **1.205.** "RFP" means the request for proposals for the selection of the Lead Developer, as described in Recital D.
- **1.206.** "RFQ" means the request for qualifications for the selection of the Lead Developer.
- 1.207. "Scheduled Substantial Completion Date" means the Substantial Completion date for the Infrastructure Facility or the HCC, as applicable, that Lead Developer includes in the Financial Model and Pro Forma.
 - 1.208. "SFMTA" means the San Francisco Municipal Transportation Agency.
- **1.209.** "SFMTA Board" means the San Francisco Municipal Transportation Agency Board of Directors.
- **1.210.** "SFMTA Media Contact" is defined in Section 7.6(d)(iii) (Media and Communications Team Contacts).
- 1.211. "SFMTA Public Outreach and Engagement Program" is defined in <u>Section</u> 7.6(a) (SFMTA Public Outreach and Engagement Program).
 - 1.212. "SFPW" means San Francisco Public Works.
- **1.213. "Short-Listed Proposers"** means Potrero Neighborhood Collective, Potrero Mission Community Partners, and Potrero Yard Community Partners.
- 1.214. "Software" means individually each, and collectively all, of the computer programs developed or provided by Lead Developer, and any Lead Developer Related Entity, under this Contract (including Project IP, Lead Developer IP and/or Third-Party IP), including as to each such program, the processes, and routines used in the processing of data, the object code, interfaces to be provided hereunder by Lead Developer, updates, upgrades, and any and all programs otherwise provided by Lead Developer under this Agreement.
- **1.215.** "Source Code" means the version of a Software computer program in which the programmer's original programming statements are expressed in any programming language. (See 2 CCR 20621.)
- 1.216. "Substantial Completion" means (a) in the case of Early Works, when construction is completed in accordance with the requirements of the applicable Early Works Agreement and the Early Works can be utilized for its intended purpose; (b) in the case of the Housing and Commercial Component, when (i) construction is completed in accordance with the requirements of the HCC Agreement and the Housing and Commercial Component can be utilized for its intended purpose, (ii) a certificate of temporary occupancy is issued for the Housing and Commercial Component, (iii) tenants are able to move into the Housing and Commercial Component; and (iv) demobilization from the Project Site is complete, and (c) in the case of the Infrastructure Facility, when (i) construction is completed in accordance with the requirements of the Project Agreement and the Infrastructure Facility can be utilized for its

- intended purpose, (ii) a certificate of temporary occupancy is issued for the Bus Yard Component, and (iii) the Bus Yard Component is in a condition of full operational functionality to allow the SFMTA's transit operations to relocate to the Bus Yard Component.
- **1.217.** "Sunshine Ordinance" means the San Francisco Sunshine Ordinance in Chapter 67 of the San Francisco Administrative Code.
 - 1.218. "TDM" means transportation demand management.
- 1.219. "Technical Proposal" means Volume 2 to the Proposal, which is attached as Appendix H, except the Housing and Commercial Component contingency plan included in Technical Submittal 28 (PDA Management Plan).
- **1.220.** "Technical Requirements" means the requirements set forth in Appendix E, as may be modified in writing by City during the PDA Term.
 - 1.221. "Terminating Event" is defined in Section 16.2 (Terminating Event).
 - **1.222.** "Termination" is defined in Section 16.2 (Terminating Event).
- **1.223.** "Termination Notice" is defined in Section 16.4 (Termination Notice; Effect of Termination).
 - 1.224. "Termination Payment" is defined in Section 16.3 (Termination Payments).
- **1.225.** "Third Party IP" means Intellectual Property owned by any Person unrelated to any Lead Developer Related Entity.
- **1.226.** "Transaction Documents" mean, collectively, the IF Transaction Documents and the HCC Transaction Documents.
 - 1.227. "Unavoidable Delays" is defined in Section 3.3(a) (Unavoidable Delay).
- 1.228. "Very low income" is described in <u>Section 1.2.1</u> (Equity, Affordability, and Target Populations) of <u>Division 6</u> (Program for the Housing and Commercial Component) of the Technical Requirements.
- **1.229.** "Work" means all work, services and activities to be performed, furnished, provided, or undertaken by or on behalf of Lead Developer under this Agreement, including but not limited to the activities in <u>Appendix B-1</u> and <u>Appendix B-2</u>.
- 1.230. "Work Materials" means the Proposal and all studies, analyses, models, applications, reports, permits, plans, drawings, designs, drawings, specifications, blueprints, studies, memoranda, computation sheets, pro-forma assumptions, financial methodologies, computer files and media, or other documents, original works of authorship and similar work product, whether in digital or any other format, generated by or for the Lead Developer in submitting the Proposal or performing the Work.

2. PREDEVELOPMENT GUIDELINES

2.1. Predevelopment Approach. During the PDA Term, each Party will diligently and collaboratively work to develop the Project, with City performing its obligations as described in <u>Article 8</u> (City Predevelopment Obligations) below, and Lead Developer performing all other predevelopment activities required to allow for IF Financial Close no later than

November 30, 2024, Substantial Completion of the Infrastructure Facility within the Fixed Budget Limit no later than the Outside Delivery Date, and Substantial Completion of the Housing and Commercial Component no later than one year after Substantial Completion of the Infrastructure Facility. The commercial and financing structure for the Project shall not expose City to any interface or integration risk relating to the Project's physical and operational components, or resulting from the use, if specifically permitted by this Agreement, of multiple entities and contracts to deliver the Project. Lead Developer's predevelopment activities shall fulfill the Project's objectives set forth in Appendix D ("Project Objectives") and conform to the Technical Requirements and the requirements of this Agreement.

2.2. Incorporation of Elements of RFP and Proposal.

- (a) The Technical Requirements and Project Objectives, which comprised a portion of the RFP, and portions of the Proposal are attached to and incorporated in this Agreement, provided that:
- (i) if there is any conflict between the Technical Requirements or the Project Objectives and the body of this Agreement, then the terms of the body of this Agreement shall govern;
- (ii) if there is any conflict between <u>Appendix B-1</u>, <u>Appendix B-2</u> or the Technical Requirements and the Project Objectives, then <u>Appendix B-1</u>, <u>Appendix B-2</u> and the Technical Requirements shall govern; and
- (iii) if there is any conflict among the portions of the Proposal attached to and incorporated into this Agreement and the body of this Agreement, Appendix B-1, Appendix B-2, the Technical Requirements or the Project Objectives, then the body of this Agreement, Appendix B-1, Appendix B-2, the Technical Requirements and the Project Objectives shall govern, except as otherwise approved by City in writing, which approval shall be at City's sole discretion, and provided that if City determines, in its sole discretion, that the Proposal contains a provision that is more beneficial to City than is specified elsewhere in this Agreement, then that provision shall take precedence.
- **(b)** Lead Developer acknowledges City's execution of this Agreement with portions of the Proposal attached to and incorporated in this Agreement as appendices shall not in and of itself serve as City's approval to any variance between the Proposal and any aspect of this Agreement.
- (c) City will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the Proposal, and the incorporation of the Technical Proposal and the Financial Proposal in this Agreement does not constitute any statement or determination as to their compliance with the Technical Requirements or the Project Objectives.
- (d) With the exception of the Fixed Budget Limit, the LD Predevelopment Cost, the PCIC, PCIC(Max), PCIC(Dis), and the PCIH, the Parties acknowledge that the financing assumptions for the Infrastructure Facility and the Housing and Commercial Component included in the Financial Proposal are indicative in nature and subject to development during the PDA Term.
- (e) City's interim or final answers to the questions or requests for clarifications (RFCs) posed during the Proposal process for this Agreement shall in no event be deemed part of the Agreement and shall not be relevant in interpreting the Agreement except and solely to the extent as they may clarify provisions otherwise considered ambiguous by City, in its

sole discretion. Except to the extent incorporated into this Agreement in accordance with <u>Section 2.2(a)</u>, the RFP shall not be relevant in interpreting this Agreement.

- 2.3. Prior Costs and Predevelopment Costs. Before the Effective Date, City, Lead Developer and the Lead Developer Agents devoted time, effort, and financial resources with respect to the Project. City performed due diligence, submitted and pursued certain Regulatory Approval applications, and issued the RFQ and the RFP, and Lead Developer submitted a statement of qualifications in response to the RFQ and submitted the Proposal in response to the RFP. The Parties also anticipate that during the PDA Term, City, the City Agents, Lead Developer, and the Lead Developer Agents will devote substantial time, effort, and financial resources as required in this Agreement. The Parties are willing to engage in these PDA Term activities subject to the terms and conditions set forth in this Agreement. Each Party shall bear its own costs; provided, however, that if any Commercial Close occurs, the applicable Transaction Documents will require the Principal Project Company and the Housing Project Company, as applicable, to reimburse the Parties as set forth in this Section 2.3 (Prior Costs and Predevelopment Costs).
- (a) <u>City's Prior Cost</u>. None of the costs incurred by City with respect to the Project prior to the Effective Date will be reimbursed to City.
- **(b)** <u>Lead Developer Prior Cost.</u> None of the costs incurred by Lead Developer or any of the Lead Developer Agents with respect to the Project prior to the Effective Date will be recovered as a direct reimbursement.
- (c) <u>City Predevelopment Cost</u>. The "**Reporting Date**" means the twentieth (20th) Business Day before the Commercial Close, and the "**City Predevelopment Cost**" means City's direct and indirect costs related to the development of the Project and its obligations under this Agreement and any Early Works Agreements between the Effective Date and the Reporting Date. On the Reporting Date, City will notify Lead Developer of the total amount of the City Predevelopment Cost as of the Reporting Date. At the HCC Financial Close, the Housing Project Company will be required to reimburse City by an amount equal to the City Predevelopment Cost multiplied by the PCIH, which will be allocated to the Housing and Commercial Component. At City's election, at the IF Financial Close, the Principal Project Company will be required to reimburse City by an amount equal to the City Predevelopment Cost multiplied by the PCIC, which will be allocated to the Bus Yard Component.
- bear its direct and indirect costs related to the development of the Project and its obligations under this Agreement at its sole cost (as described in FS Form A5-PR of the Financial Proposal and as adjusted through the PDA Term as specified in this Agreement, the "LD Predevelopment Cost"); provided, however, that at the IF Financial Close, the Principal Project Company will be required to reimburse Lead Developer by the amounts calculated and allocated as follows: (i) for the Bus Yard Component, the amount equal to the LD Predevelopment Cost multiplied by the PCIC minus the amount of the Continuation Payment; and (ii) for the Housing and Commercial Component, the amount equal to the LD Predevelopment Cost multiplied by the PCIH.

2.4. Risk Allocation.

(a) Preliminary Term Sheet; HCC Term Sheet. The risks assigned to each Party with respect to designing, building, and financing the Infrastructure Facility, the long-term Infrastructure Facility Maintenance, and the physical and operational interface and integration of Infrastructure Facility and the Housing and Commercial Component, are described in the Preliminary Term Sheet. The Preliminary Term Sheet will be the basis for allocating Project

risks in the Project Agreement and any other applicable IF Transaction Documents. The HCC Term Sheet will be the basis for allocating Project risks in the HCC Agreement.

Principal Project Company to develop the Infrastructure Facility, and a separate Housing Project Company to develop the Housing and Commercial Component, and may procure a design-build contractor for the Infrastructure Facility and a different design-build contractor for the Housing and Commercial Component, all risks relating to the physical and operational interface and integration of the various elements of the Facility, and all risks arising from the use, if specifically permitted by this Agreement, of multiple entities and contracts to deliver the Project, shall be allocated to Lead Developer, the Principal Project Company and the Housing Project Company under the Project Agreement and the HCC Agreement (with sufficient performance guaranties from or development agreements with the original Guarantor, its Affiliate, or other parties acceptable to City) and under no circumstances shall City bear any such risks.

2.5. Fixed Budget Limit; Adjustments; Allowances; Submittals.

- (a) Fixed Budget Limit. Lead Developer has committed to a maximum amount for the design and construction costs and Infrastructure Facility Maintenance costs of the Infrastructure Facility, together with the LD Predevelopment Cost, as specified in FS Form A7 of the Financial Proposal (the "Fixed Budget Limit"). The Fixed Budget Limit is subject to adjustment from the Commencement Date through to Performance Milestone 27A in accordance with Section 2.5(b) (Increases to Fixed Budget Limit), (c) (No Other Increases to Fixed Budget Limit), (d) (Reductions to Fixed Budget Limit) and (e) (Submittals, and Process for Adjustments to Fixed Budget Limit). City will exercise reasonable effort to provide notice of changes prior to Performance Milestone 27A.
- (b) Increases to Fixed Budget Limit. The Fixed Budget Limit may be increased to account for increases in the design and construction costs or the Infrastructure Facility Maintenance costs of the Infrastructure Facility, and to account for increases in the LD Predevelopment Cost due only to increased design costs related to the Infrastructure Facility incurred during the PDA Term, due to the following only:
- (i) <u>City Proposed Change</u>. A City Proposed Change under <u>Section 9.3</u> (Changes Proposed by City), including any City Proposed Change to the Technical Requirements to add any additional scope item Allowance described in FS Form D, other than Allowances relating to escalation or insurance;
- (ii) <u>LD Proposed Change</u>. City accepts an LD Proposed Change due to:
- A. A change in Applicable Law that occurs within the period commencing June 20, 2022 and ending at Performance Milestone 27A;
- B. Project Site conditions revealed through Lead Developer's due diligence investigation of the Project Site differ materially from the conditions disclosed in the Reference Documents; or
- C. The Planning Commission, the SFMTA Board, or the Board of Supervisors imposes Regulatory Approval conditions on the Infrastructure Facility or Infrastructure Facility Maintenance.
- (iii) <u>LBE Changes</u>. LBE Plan requirements that differ from the assumed LBE percentage goals and objectives stated in Technical Submittal 28 of the Technical

Proposal, provided that Lead Developer must reasonably demonstrate the increased costs caused by the differing LBE Plan requirements, using the same qualitative and quantitative methodologies that were used to calculate the costs of the LBE percentage goals and objectives described in Technical Submittal 28.

- (iv) <u>Changes to PCIC</u>. The PCIC changes due to a change in the actual gross square footage of the Bus Yard Component or the Housing and Commercial Component from that anticipated in the Technical Proposal and Financial Proposal.
- (c) No Other Increases to Fixed Budget Limit. The Fixed Budget Limit will not be adjusted to reflect any increases in the cost to design and build the Infrastructure Facility or to perform the Infrastructure Facility Maintenance, except as specified in Section 2.5(b) (Increases to Fixed Budget Limit), unless City provides its consent, in City's sole discretion.
- progresses, the design and construction costs and the Infrastructure Facility Maintenance costs of the Infrastructure Facility, and consequently the Fixed Budget Limit, will trend downward from the Fixed Budget Limit set forth in the FS Form A7 of the Financial Proposal. In addition, the Fixed Budget Limit will be reduced by the MME Expansion Project procurement costs set forth in FS Form A5-PR if the Parties do not sign the MME Construction Agreement (except to the extent that Lead Developer demonstrates to City's satisfaction that Lead Developer has incurred reasonable MME Expansion Project procurement costs), and to account for reductions in the design and construction costs, or the Infrastructure Facility Maintenance costs, of the Infrastructure Facility, arising from changes to the Project made prior to Performance Milestone 27A, including due to: (i) City Proposed Changes, (ii) LD Proposed Changes accepted by the City, (iii) LBE Plan requirements differing from the LBE assumptions given in Technical Submittal 28 of the Technical Proposal, and (iv) PCIC changes due to a change in the actual gross square footage of the Bus Yard Component or the Housing and Commercial Component from that anticipated in the Technical Proposal and Financial Proposal.

(e) Submittals, and Process for Adjustments to Fixed Budget Limit.

- (i) Fixed Budget Limit Forms. At Performance Milestone 15 and Performance Milestone 27A, Lead Developer must submit updated versions of FS Forms A1, A2, A3, A4, A5-PR, A7 and A8 and FS Form B to the Financial Proposal, a full and detailed cost estimate in accordance with Attachment 2 to Appendix B-2, a summary schedule in accordance with Appendix B-2 and in the same format as Appendix H, and a risk register in accordance with Appendix B-2. Such updated versions will reflect the following:
- A. The updated costs to design and build the Infrastructure Facility and provide the Infrastructure Facility Maintenance, including any changes in costs to the extent arising from the circumstances described in Section 2.5(b) (Increases to Fixed Budget Limit) and Section 2.5(d) (Reductions to Fixed Budget Limit), and updates to the LD Predevelopment Cost, if any, as expressly permitted by this Agreement; and
- B. Any change in the actual gross square footage of the Bus Yard Component or the Housing and Commercial Component.
- (ii) If the materials submitted pursuant to Section 2.5(e)(i) (Fixed Budget Limit Forms) at Performance Milestone 15 and Performance Milestone 27A are approved by City and show any change in the cost to design and build the Infrastructure Facility or perform the Infrastructure Facility Maintenance due to any of the matters described in Section 2.5(b) (Increases to Fixed Budget Limit) or Section 2.5(d) (Reductions to Fixed Budget Limit), or any change to the LD Predevelopment Cost expressly permitted by this Agreement, or any

change to the actual gross square footage of the Bus Yard Component or the Housing and Commercial Component from that anticipated in the Technical Proposal and Financial Proposal, the Fixed Budget Limit will be modified accordingly at Performance Milestone 16 and at Performance Milestone 28 to be the amount shown in the updated version of FS Form A7 submitted by Lead Developer at Performance Milestone 27A.

(f) Allowances Cost Estimates.

- Performance Milestone 27A, Lead Developer must submit updated versions of FS Form D to the Financial Proposal and cost estimates in the same format as Attachment 2 to Appendix B-2. The updated information for the Allowance cost estimates shall also be clearly identified in each submission of the Design Deliverables to City (draft and final), as shown in Appendix B-1. The updated version of FS Form D submitted at Performance Milestone 15 must include an explanation for any differences from the Allowance amounts set forth in FS Form D of the Financial Proposal. The updated version of FS Form D submitted at Performance Milestone 27A must include an explanation for any differences from the Allowance amounts set forth in FS Form D submitted at Performance Milestone 15. If any Allowance prices exceed the applicable Allowance amounts in FS Form D of the Financial Proposal, Lead Developer shall propose design strategies and changes to the relevant scope(s) and/or technical requirement(s) to bring them back within the Allowance amounts stated in FS Form D of the Financial Proposal.
- Milestone 27A Lead Developer must submit, at item (g) in Part I and item (c) in Part III of FS Form D, its reasonable estimate of the cost of the insurance that will be required for the design and construction of the Infrastructure Facility and the Infrastructure Facility Maintenance, respectively (the "Required Insurance"). If the Principal Project Company will self-perform the Infrastructure Facility Maintenance, then at Performance Milestone 32, Lead Developer must submit to City an updated version of FS Form D submitted at Performance Milestone 27A, with the only change being to item (c) in Part III of FS Form D showing the actual cost of the Required Insurance for the Infrastructure Facility Maintenance.
- (iii) <u>Escalation</u>. At Performance Milestone 15 and Performance Milestone 27A, Lead Developer must submit, at item (h) in Part I of FS Form D, the updated construction cost escalation Allowance, which shall be equal to the 5-year average of the Engineering News Record (ENR) Buildings Cost Index (BCI) in San Francisco, averaged year over year from the date of the corresponding Performance Milestone, and applied from the date of the corresponding Performance Milestone to the mid-point of construction.
- (g) Sum of Fixed Budget Limit, Insurance, Escalation. At Performance Milestone 15 and Performance Milestone 27A, Lead Developer must submit FS Form A8 setting forth the sum of the updated Fixed Budget Limit, plus insurance costs, plus the escalation amount.
- 2.6. Allocation of Common Infrastructure Costs. "Common Infrastructure Costs" means the total costs (including those costs incurred during the PDA Term) to design and build the Common Infrastructure and perform the Infrastructure Facility Maintenance with respect to the Common Infrastructure. The PCIC under the Transaction Documents is stated in the FS Form B of the Financial Proposal (the "Original FS Form B"); provided, however, that if the gross square footage of the Bus Yard Component or the Housing and Commercial Component changes from the gross square footage set forth in the Technical Proposal and Financial Proposal, the PCIC(Max) and the PCIC shown in the Original FS Form B will be adjusted accordingly at Performance Milestone 27A. In calculating any PCIC adjustment at Performance Milestone 27A, there shall be no change in the PCIC(Dis) from that described in

Original FS Form B, except that if as a result of an HCC Change pursuant <u>Section 9.2</u> (HCC Change) the Project is modified to only be comprised of the Bus Yard Component, then the PCIC(Dis) shall be zero.

City will compensate the Principal Project Company for delivering the Infrastructure Facility and performing the Infrastructure Facility Maintenance, adjusted by the PCIC, via an industry-standard, performance-based regime of Availability Payments during the Infrastructure Facility Term. The Housing Project Company will pay for its share of the annual cost of Infrastructure Facility Maintenance, based on the PCIH, starting on Substantial Completion of the Infrastructure Facility or on such other date as mutually agreed by the Parties and every year thereafter for the Housing Term.

- 2.7. Diligent and Good Faith Efforts. Subject to each Party's termination rights under the terms of this Agreement, each Party agrees to diligently and in good faith pursue to completion all of its respective obligations under this Agreement during the PDA Term. Lead Developer agrees to commit the financial and personnel resources reasonably required to fulfill its obligations under this Agreement, and pay all costs it incurs to fulfill its obligations under this Agreement. City agrees to commit the personnel resources reasonably required to fulfill its obligations under this Agreement.
- 2.8. Standard of Care. Each Party agrees to perform, and to cause its Agents to perform, its obligations under this Agreement in accordance with accepted standards of professional practice that are applicable to other projects of similar size and complexity in the San Francisco Bay Area. This standard of care shall apply to and define all professional obligations provided by licensed professionals for any of the Work Materials.
- 2.9. Suspension of Obligations. If a Party cannot timely satisfy any obligation under this Agreement solely because the other Party's failure to timely comply with its obligations under this Agreement, the affected obligation of the first Party will be suspended until the other Party performs the unperformed obligation that is precluding or preventing the first Party's performance, with a corresponding extension to the Performance Date for any Performance Milestone the first Party is precluded or prevented from timely performing solely due to the other Party's failure. The first Party must continue to perform all of its other obligations under this Agreement to the extent they are not precluded or prevented by other Party's failure.
- **2.10.** Exclusive Negotiations; City's Reserved Rights. City will not solicit or consider any other proposals or negotiate with any other party with respect to developing or using the Project Site without Lead Developer's consent; provided, however, that City reserves the right, in its sole discretion but subject to Section 9.3 (Changes Proposed by City), to take or not take, any or all of the following actions at any time:
- (a) Enter into agreements for the use, occupancy, maintenance or repair of all or any portion of the Project Site as long as they do not prevent Lead Developer from conducting due diligence investigations of the Project Site that are reasonably needed for the Project, permanently alter the condition of the Project Site, and expire or are terminable by City without penalty, cost or expense to Lead Developer before Commercial Close. Lead Developer acknowledges the Project site is being used for transit operations and it will need to schedule its due diligence activities in a manner that does not unreasonably interfere with those operations.
- (b) Waive, extend or conditionally extend the time to complete the various Performance Milestones by the applicable dates set forth in <u>Appendix B-1</u> attached hereto (the "Performance Dates"), subject to the requirements of <u>Section 3.2</u> (*Performance Milestones*) with regard to extending any of the Performance Milestones beyond the Predevelopment Period.

(c) Expand or contract the scope of the Project by altering the Technical Requirements to respond to new information, community, regulatory or environmental issues, or opportunities to reduce costs to City or to enhance community benefits.

In addition, if negotiations with Lead Developer under this Agreement are unsuccessful or do not lead to approval of the Transaction Documents by the Director of Transportation or, as applicable, the SFMTA Board, the Board of Supervisors, or any other City commission or board within the PDA Term, City has the right to negotiate with another developer for the development of the Project Site, to elect not to pursue any project at the Project Site, or to undertake other efforts with the Project Site including pursuing a new procurement or issuing a new request for proposals. Lead Developer agrees that if this Agreement terminates on its own terms, City shall have the right to elect to negotiate with another Short-Listed Proposer or to reprocure the Project.

2.11. Proprietary or Confidential Information.

<u>Lead Developer Information</u>. The Parties enter into this Agreement with the understanding that in the course of the negotiations City may require that Lead Developer provide certain information that is proprietary. Such information may be necessary for City to verify financial, operational or trade secret information that is relevant to the negotiations of the Transaction Documents and the review of other Project Documents that will serve the public interest and the economic feasibility of the Project. Lead Developer will provide such information, and with respect to such information Lead Developer reasonably designates as confidential trade secret or proprietary information, Lead Developer will clearly identify, in writing and with specificity, the materials it believes to be confidential trade secret or proprietary information and the provision of the Public Records Act and the Sunshine Ordinance that it believes to provide an exemption to disclosure (the "LD Confidential Information"). City shall not publicly disclose LD Confidential Information without Lead Developer's consent except to the extent City is compelled to make such a disclosure under Applicable Law. Lead Developer acknowledges that regardless of its determination that any information or materials are confidential trade secret or proprietary information, City must make its own determination of whether the LD Confidential Information or other information or materials are confidential trade secret or proprietary or are subject to disclosure under existing law.

City agrees to notify Lead Developer of any public records request that involves LD Confidential Information. Lead Developer agrees to bear all the costs of any litigation that is filed to determine the applicability of the public records law to documents submitted by Lead Developer and designated as LD Confidential Information under this Section 2.11 (Proprietary or Confidential Information). Lead Developer acknowledges that the drafts of the Project Documents and other Work Materials during negotiations and other correspondence between Lead Developer and City may be public records.

(b) <u>City Information</u>. Lead Developer understands and agrees that, in the performance of the Work or in contemplation thereof, Lead Developer may have access to private or confidential information that may be owned or controlled by City ("City Confidential Information"). The City Confidential Information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Lead Developer shall exercise the same standard of care to protect the City Confidential Information as a reasonably prudent developer would use to protect its own proprietary data.

Lead Developer agrees to hold any City Confidential Information it receives from or creates under this Agreement in strictest confidence and used only in the performance of the Work. Lead Developer shall not use or disclose any City Confidential Information or other City data it receives under this Agreement ("City Data") except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work using, or sharing or storage

of, City Confidential Information outside the United States is subject to prior written authorization by City. Access to City Confidential Information must be strictly controlled and limited to Key Personnel on a need-to-know basis only. Lead Developer is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing the Work and not for Lead Developer's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or City Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of City Data or City Confidential Information by Lead Developer, the Lead Developer Agents or other third parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

On any termination of this Agreement (unless this Agreement is terminated due to the full execution of the Project Agreement) or at City's request, Lead Developer shall, within forty-eight (48) hours, return all City Confidential Information which includes all original media. Once Lead Developer has received written confirmation from City that all the City Confidential Information has been successfully transferred to City, Lead Developer shall within ten (10) Business Days purge all the City Confidential Information from its servers, any hosted environment Lead Developer has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Lead Developer in whatever medium. Lead Developer shall provide City with written certification that such purge occurred within five (5) Business Days of the purge.

3. TERM; PERFORMANCE DATES

3.1. PDA Term; Predevelopment Period Extensions. The term of this Agreement (the "PDA Term") will commence on the Effective Date and will expire on the earlier date (the "Expiration Date") to occur of the Commercial Close and the expiration of the Predevelopment Period, subject to earlier termination as provided in this Agreement. The Parties obligations under this Agreement will terminate on the termination of this Agreement, subject to any obligations that expressly survive such termination.

The Predevelopment Period can only be extended with the written consent of both Parties, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that a non-requesting Party has the sole discretion to withhold or condition its consent to the other Party's Predevelopment Period extension request if the requesting Party is in default of its obligations under this Agreement at the time of submitting the extension request. A Party requesting a Predevelopment Period extension shall do so by delivering written notice of that extension request (an "Extension Request") to the other Party. The non-requesting Party must respond in writing to an Extension Request within ten (10) Business Days of receiving of an Extension Request. If the non-requesting Party withholds its consent to an Extension Request, the requesting Party has the right to request a meeting of the Parties to discuss the matter by delivering a written meeting request to the non-requesting Party within ten (10) Business Days of receiving the non-requesting Party's written notice of withholding its consent to the Extension Request. If the requesting Party timely delivers the meeting request to the non-requesting Party, the Parties must meet to discuss the Extension Request at a mutually agreeable time within ten (10) Business Days of the non-requesting Party's receipt of the meeting request. If the nonrequesting Party does not agree to the Extension Request after that meeting, the Predevelopment Period will not be extended pursuant to that Extension Request.

3.2. Performance Milestones.

Milestones") are described in the attached Appendix B-1, which also establishes the dates for completing the Performance Milestones. The Parties established the Performance Milestones to ensure that the Commercial Close occurs on or before the expiration of the Predevelopment Period, the Substantial Completion of the Infrastructure Facility occurs no later than the Outside Delivery Date, and the Substantial Completion of the Housing and Commercial Component occurs no later than one year after Substantial Completion of the Infrastructure Facility. During the PDA Term, subject to City's delivery of the applicable Notice to Proceed to Lead Developer pursuant to Article 4 (PDA Phases; Notices to Proceed), the Lead Developer agrees to diligently pursue to completion the Performance Milestones in the manner and by the Performance Dates described in attached Appendix B-1. "Performance Milestones" shall include any additional Performance Milestones specified by the Parties in writing and "Performance Dates" shall include the performance dates mutually established by the Parties for those additional Performance Milestones.

Lead Developer's compliance with the Performance Milestones by the applicable Performance Dates shall not alter or reduce its obligations to comply with any other provision of this Agreement. The Performance Milestones shown in the attached Appendix B-1 can be changed by the mutual agreement of Lead Developer and City. It is anticipated that the PDA Management Plan could contain additional Performance Milestones and Performance Dates and propose other changes to Appendix B-1, all without increasing the LD Predevelopment Cost or changing the Predevelopment Period.

(b) Phase 2 Floating Milestone. The Performance Milestones include a "Phase 2 Floating Milestone", which will be achieved upon the last to occur of the following (the "Floating Milestone Date"): (i) the Planning Commission has certified the EIR and approved, or recommended to the Board of Supervisors for approval as applicable, the special use district, conditional use authorization, General Plan Referral, and related General Plan amendments (the "Phase 2 Entitlements") needed to construct and operate the Facility as stated in the Draft EIR project description or as otherwise mutually agreed to by the Parties; (ii) if the Planning Commission certification of the EIR is appealed, the Board of Supervisors, in its sole discretion, has adopted findings to affirm the Planning Commission's certification of the EIR; (iii) the Board of Supervisors has, in its sole discretion and as applicable, adopted legislation and findings to approve any Phase 2 Entitlements that require the approval of the Board of Supervisors to be effective, and (iv) the approvals and legislation described in the foregoing (i) through (iii) are effective.

3.3. Unavoidable Delays and Regulatory Appeal Delays.

- (a) <u>Unavoidable Delay</u>. "Unavoidable Delays" means delays in the timely completion of a Performance Milestone by reason of enemy action, civil commotion, epidemics, pandemics, and related governmental orders and requirements (and private sector responses to comply with those orders and requirements), strikes, lockouts or other labor disputes, protests, riots, demonstrations, acts of God, or by any other similar reason without the fault and beyond the reasonable control of the Party meeting that Performance Milestone. Unavoidable Delays shall not include any Regulatory Appeal Delay, any delays in meeting the MME Project Expansion Performance Milestones specified in <u>Section 6.24</u> (MME Expansion Project), any delays under the MME Construction Agreement, or any delays under any Early Works Agreement.
- (b) Regulatory Appeal Delay. "Regulatory Appeal Delay" means any delays arising from a proceeding or administrative appeal before any court, tribunal, or other judicial,

adjudicative, or legislative decision-making body that challenges the validity of any Regulatory Approval if the pendency of the proceeding or appeal is reasonably likely to prevent the Parties from timely entering into the Transaction Documents. A Regulatory Appeal Delay includes litigation related to the approval of any of the Transaction Documents by the SFMTA Board or, as applicable, the Board of Supervisors, or any other City commission or board. Regulatory Appeal Delays exclude any action or proceeding brought by any Lead Developer Affiliate or their Affiliates, any Lead Developer Agents, or any other third party assisted directly or indirectly by Lead Developer.

Performance Milestone because of an Unavoidable Delay or a Regulatory Appeal Delay, except as otherwise described below, Lead Developer can extend the period for completing that Performance Milestone (a "Performance Extension") by giving notice to City (the "Extension Notice") within five (5) Business Days of Lead Developer first learning of that Unavoidable Delay or Regulatory Appeal Delay. The Extension Notice must describe the Unavoidable Delay or Regulatory Appeal Delay, as applicable, describe how it immediately affects the timely performance of Lead Developer's obligations under the applicable Performance Milestone, and provide Lead Developer's good faith estimate of the dates by which it will be able to satisfy the affected Performance Milestone(s) immediately affected by that Unavoidable Delay or Regulatory Appeal Delay, as applicable, provided that the estimate shall not extend the Performance Date for completing any of Performance Milestones beyond the Predevelopment Period (as may be extended by the Parties pursuant to Section 3.1 (PDA Term; Predevelopment Period Extensions)).

If Lead Developer delivers an Extension Notice to City, the Performance Dates for Lead Developer's satisfaction of the Performance Milestones affected by the Unavoidable Delay or Regulatory Appeal Delay described in the Extension Notice will be extended to the dates specified in the Extension Notice (but no later than the expiration of the Predevelopment Period as may be extended by the Parties pursuant to Section 3.1 (PDA Term; Predevelopment Period Extensions)) unless Lead Developer delivers an Extension Notice to City and any of the following applies:

(i) On or before the tenth (10th) day following City's receipt of the Extension Notice, City notifies Lead Developer in writing that there is no basis for a Performance Extension under the criteria set forth in this Section 3.3(c) (Performance Extension) for a Performance Extension; or

(ii) A Terminating Event has occurred.

Except for the changes in the Performance Dates for the Performance Milestones affected by an Unavoidable Delay or Regulatory Appeal Delay (which shall not be extended beyond the Predevelopment Period), all other terms and conditions of the Agreement will remain in full force and effect during a Performance Extension. Any Party that is unable to timely achieve any Performance Milestone it is required to meet due to an Unavoidable Delay or Regulatory Appeal Delay must proceed with due diligence to resolve the matters causing the Unavoidable Delay Event or Regulatory Appeal Delay to the extent reasonably possible and, once resolved, to use commercially reasonable efforts to achieve the affected Performance Milestone as soon as possible.

4. PDA PHASES; NOTICES TO PROCEED

4.1. Performance. Lead Developer shall perform, and cause the Lead Developer Agents, as applicable, to perform, the Work in compliance with all the terms and conditions of this Agreement. The Work is to be performed in the three phases (each, a "PDA Phase" and

collectively, the "PDA Phases") described in the attached Appendix B-1, with each PDA Phase only commencing if City, in its sole discretion, issues a written notice to proceed (a "Notice to Proceed" or "NTP") to Lead Developer for that PDA Phase. Lead Developer is not authorized to perform Work for any PDA Phase until City delivers a Notice to Proceed to Lead Developer for that PDA Phase. In addition, if the Floating Milestone Date occurs, Lead Developer is not authorized to perform any further PDA Phase 2 Work after the Floating Milestone Date unless City delivers a Notice to Proceed for the remaining PDA Phase 2 Work. Notwithstanding anything to the contrary in the two preceding sentences, Lead Developer may elect to perform Work for a PDA Phase before receiving a Notice to Proceed for that PDA Phase, or before receiving a Notice to Proceed for the remaining PDA Phase 2 Work after the Floating Milestone Date occurs, at the risk of not receiving any Termination Payment for that Work if City terminates this Agreement before delivering the applicable Notice to Proceed to Lead Developer.

4.2. Notices to Proceed; Decision Not to Proceed

- (a) Notice to Proceed #1. City will deliver Notice to Proceed #1 of Appendix B-1 to Lead Developer within five (5) Business Days of the last to occur of (i) the full execution and delivery of this Agreement, (ii) the full execution and delivery of the Guaranty, (iii) Lead Developer's delivery of the evidence of insurance required in Article 17 (Insurance) and any other materials reasonably required by City, and (iv) Lead Developer becoming a City vendor with a valid business tax registration number from the Business Tax Division of the San Francisco Tax Collector.
- (b) Additional Notices to Proceed. City can elect, in its sole discretion, to issue to Lead Developer a Notice to Proceed #2 as described in Appendix B-1 for PDA Phase 2 after City has issued a Notice of Acceptance with respect to PDA Phase 1, subject to any suspension of the PDA Phase 2 Work pursuant to Section 4.2(d) (Suspension of PDA Phase 2; Continuation Payment). City can elect, in its sole discretion, to issue to Lead Developer a Notice to Proceed #3 as described in Appendix B-1 for PDA Phase 3 after City has issued a Notice of Acceptance with respect to PDA Phase 2. The issuance of any Notice to Proceed shall not be deemed to excuse the continued compliance with the requirements for the issuance of any prior Notice to Proceed.
- (c) <u>Decision Not to Proceed</u>. City has the sole discretion in determining whether to issue a Notice to Proceed for any of the PDA Phases. If City decides not to proceed with a PDA Phase, it must provide written notice of that decision to Lead Developer (a "Discontinuation Notice"), after which this Agreement will terminate in accordance with Article 16 (Termination). Within fifteen (15) Business Days of receiving a Discontinuation Notice, Lead Developer will deliver all Work Materials that is in the possession of Lead Developer or the Lead Developer Agents and was not previously delivered to City.

(d) Suspension of PDA Phase 2; Continuation Payment.

obligation and authorization to perform the PDA Phase 2 Work shall automatically be suspended as of the Floating Milestone Date unless City elects, in its sole discretion, to issue a Notice to Proceed for the continuation of the PDA Phase 2 Work (a "Continuation Notice"). Within 45 Business Days of issuing a Continuation Notice, City shall make a payment of Four Million Three Hundred Fifty Thousand Dollars (\$4,350,000) (the "Continuation Payment") to Lead Developer in exchange for an executed release from Lead Developer satisfactory in form and substance to City. The executed release from Lead Developer shall release, waive, and discharge City and City Agents of and from all liabilities, obligations, claims, and demands whatsoever arising out of or under this Agreement for Work during the period beginning on the Effective

Date and ending on the Floating Milestone Date. City's ability to issue the Continuation Notice is contingent on obtaining the authorizations described in Section 4.2(d)(ii).

- (ii) City's payment of the Continuation Payment requires the prior authorization of both the SFMTA Board and the Board of Supervisors, each acting in their respective sole discretion.
- (iii) If the Floating Milestone Date occurs and City obtains the authorizations described in Section 4.2(d)(ii), but does not elect to issue the Continuation Notice on or before the 30th day after the Floating Milestone Date (the "Outside Suspension Date"), then City must provide a Discontinuation Notice to Lead Developer within five (5) Business Days after the Outside Suspension Date, after which this Agreement will terminate in accordance with Article 16 (Termination).
- (iv) If the Floating Milestone Date occurs but City does not obtain the authorizations described in Section 4.2(d)(ii) by the Outside Suspension Date, the Parties can mutually agree in writing to permit City to issue the Continuation Notice without any City obligation to make the Continuation Payment.

4.3. Acceptance of Work.

- (a) Acceptance Request. Within five (5) Business Days of determining all the Work for a PDA Phase has been fully completed, including the delivery of the required Work Materials for that PDA Phase, Lead Developer will submit a written request (each, an "Acceptance Request") for Acceptance of the PDA Phase specifying that the Work for that PDA Phase is completed and the date that Work was completed to City.
- (b) Notice of Incompleteness. Within fourteen (14) Business Days of receiving an Acceptance Request, if City determines that the Work for the applicable PDA Phase is not complete or if additional information is required to determine if Acceptance should be granted, City must notify Lead Developer in writing of any outstanding Work that must be completed at no cost to City and any other outstanding issues (each, a "Notice of Incompleteness"). Lead Developer must promptly cure the deficiencies identified in the Notice of Incompleteness and submit a new Acceptance Request for that PDA Phase. The procedure in this subsection (b) shall be repeated until City is satisfied that all Work required for that PDA Phase has been completed in accordance with this Agreement and no further requirements must be met.
- (c) Notice of Acceptance. City will issue a Notice of Acceptance for the Work in a PDA Phase if it has received an Acceptance Request for that PDA Phase and determines, in its sole discretion, that the Work for that PDA Phase is complete and the following conditions are met:
- (i) Lead Developer has provided a certification that the Work for the applicable PDA Phase has been completed;
- (ii) Lead Developer has delivered and City has, if applicable, approved in writing all Work Materials required for that PDA Phase under this Agreement;
- (iii) Lead Developer has provided a signed statement under penalty of perjury and in form acceptable to City that all other debts and claims of all applicable Lead Developer Agents and suppliers relating to the Work for that PDA Phase and prior PDA Phases have been paid or settled and provided evidence that any Agents or suppliers that created the

Work Materials have consented to those Work Materials being assigned to City if this Agreement terminates for any reason other than Commercial Close; and

(iv) All of Lead Developer's other obligations relating to that PDA Phase have been satisfied in full or waived in writing by City.

5. PROJECT DOCUMENTS

5.1. Negotiating Principles.

- (a) Coordination in Responses. Lead Developer shall ensure each draft of a Project Document, or each response to a draft Project Document, that Lead Developer delivers to City for review under this Agreement has been internally reviewed by the appropriate Lead Developer Related Entities. City shall ensure each draft of a Project Document, or each response to a draft Project Document, that City delivers to Lead Developer for review has been internally reviewed by the appropriate City parties acting with respect to City's rights and obligations under this Agreement.
- Good Faith Efforts. The Preliminary Term Sheet provides some of the terms to be incorporated in the Project Agreement and, as applicable, the other IF Transaction Documents except to the extent the Parties mutually agree to modify any of those terms. Section 6.9(d) (HCC Term Sheet) provides some of the terms to be incorporated in the HCC Agreement and, as applicable, the other HCC Transaction Documents except to the extent the Parties mutually agree to modify any of those terms. City reserves the right, in its sole discretion, to modify the Preliminary Term Sheet (either through a revised Preliminary Term Sheet or through development of the Project Agreement) to reflect the Proposal, the commercial/financial structure that is developed during the PDA Term and for impacts to the terms of the Preliminary Term Sheet arising out of the commercial/financial structure of the Housing and Commercial Component. If and to the extent that City does decide to modify the Preliminary Term Sheet (either through a revised Preliminary Term Sheet or through development of the Project Agreement), City will collaborate with Lead Developer on the modified terms. During the PDA Term, City and Lead Developer will each use commercially reasonable good faith efforts to negotiate the terms of the Transaction Documents. The obligation to negotiate in good faith requires the Parties to communicate with each other with respect to those issues for which agreement has not been reached, and in such communication to follow reasonable negotiation procedures, including meetings, telephone, virtual meetings, and correspondence.
- (c) Meeting Schedule. The Parties must establish a schedule for weekly meetings, and for providing and reviewing various drafts of the Project Agreement, the HCC Term Sheet, and the other Transaction Documents. This schedule must reflect the Performance Dates for submitting the Project Agreement, the HCC Term Sheet and other Transaction Documents to the SFMTA Board for consideration, the Outside Delivery Date, and the date for Substantial Completion of the Housing and Commercial Component no later than one year after Substantial Completion of the Infrastructure Facility. Lead Developer shall submit its proposed schedule to City by Performance Milestone 2. If the Parties cannot mutually agree on that schedule on or before by Performance Milestone 5 or any later date approved by City in writing, City can terminate this Agreement.
- (d) <u>Conformity</u>. The Transaction Documents must conform to the Preliminary Term Sheet, the HCC Term Sheet requirements set forth in <u>Section 6.9(d)</u> (HCC Term Sheet), the Technical Proposal, and the Financial Proposal, except to the extent the Parties mutually agree to revise them, and meet the requirements of this Agreement. The Transaction Documents must be mutually satisfactory to City and Lead Developer, and approved as to form by the Office of the City Attorney.

shall be subject to the completion of CEQA review and the Planning Commission's certification of the EIR, the Parties' successful negotiation of the final terms of all of the Transaction Documents (subject to an approved HCC Change pursuant to Section 9.2 (HCC Change) to remove the Housing and Commercial Component), and approval of the negotiated Transaction Documents by the SFMTA Board and, as applicable, the Board of Supervisors and any other City board or commission, each acting in its sole discretion.

5.2. Transaction Documents.

- (a) City will submit drafts of the Project Agreement and the HCC Agreement to Lead Developer by the applicable Performance Date specified in the Performance Milestones. City prepare the first drafts of all other Transaction Documents unless otherwise mutually agreed by the Parties.
- (b) If the Performance Milestones do not specify a Performance Date for delivering a specific Transaction Document (an "Unspecified Document"), City shall deliver the initial draft of that Unspecified Document by the date mutually, if any, selected by the Parties. If the Parties do not agree on a specific date, City will deliver the draft to Lead Developer by Performance Milestone 19.
- (c) Each draft of the Transaction Documents must incorporate the following to the extent applicable to that Transaction Document: (i) the Technical Requirements, (ii) the Project Objectives, (iii) the requirements of Section 6.5(c) (Project Agreement), Section 7.1 (Development Team), Section 7.2 (Key Personnel; Organization), and Section 15.1 (Prohibited Payments), (iv) the LBE Plan, (v) the Asset Management Program and Energy Management Program, (vi) the Fixed Budget Limit and the updated Financial Model for the design and delivery of the Infrastructure Facility and performance of the Infrastructure Facility Maintenance for the Infrastructure Facility submitted at Performance Milestone 32, (vii) require Substantial Completion of the Infrastructure Facility no later than the Outside Delivery Date, and Substantial Completion of the Housing and Commercial Component no later than one year after Substantial Completion of the Infrastructure Facility, (viii) require that the Project be consistent with the Project description in the EIR and require the Principal Project Company to comply with and implement the MMRP, and (ix) the requirements listed in the attached Appendix M.
- (d) As long as a Party complies with its obligations to negotiate in good faith under Section 5.1 (Negotiating Principles), timely submits the drafts of each Transaction Document it is required to submit to the other Party by the applicable Performance Date, timely provides its comments to the drafts of each Transaction Document submitted by the other Party by the applicable Performance Date, and for each draft Transaction Document incorporates or otherwise conforms the matters described in the foregoing sentence to the extent applicable, that Party will not be in default of its obligations under this Agreement by reason of the Parties' failure to mutually agree to the final form of any Transaction Document.
- 5.3. Approval of Project Agreement and Other Transaction Documents. The Parties acknowledge that the SFMTA Board and Board of Supervisors will, and other City boards or commissions may, need to approve the Project Agreement negotiated under this Agreement, and their approval may be required for the other Transaction Documents. Lead Developer understands and agrees that although the SFMTA is a department of the City, City staff and executives have no authority or influence over the SFMTA Board, the Board of Supervisors, or other City boards or commissions for approval of any Transaction Documents. Accordingly, there is no guarantee or a presumption that any Transaction Document negotiated by the Parties under this Agreement will be approved by the SFMTA Board, the Board of Supervisors or, if applicable, any other City board or commission. City's sole obligation under

this Agreement with respect to the approval of the Transaction Documents shall be to negotiate in good faith with Lead Developer, review Lead Developer's timely submittals in good faith, provide any comments it is required to deliver to Lead Developer by the applicable Performance Date, and present and recommend any final negotiated Transaction Documents that are in the forms approved by the City Project Director and the LD Project Director to the SFMTA Board and the Board of Supervisors (and if applicable, any other City boards or commissions) for their review and consideration, acting in their respective sole discretion.

6. PREDEVELOPMENT WORK

6.1. Statement of Work.

- (a) During the PDA Term, Lead Developer must conduct all predevelopment activities needed to (i) develop the Project in compliance with this Agreement and the PDA Management Plan approved by the City, (ii) reach Commercial Close before the expiration of the Predevelopment Period, (iii) reach IF Financial Close by November 30, 2024, (iv) reach Substantial Completion of the Infrastructure Facility in compliance with the requirements of this Agreement by no later than the Outside Delivery Date, (v) reach Substantial Completion of the Housing and Commercial Component no later than one year after Substantial Completion of the Infrastructure Facility, and (vi) avoid delaying Substantial Completion of the Infrastructure Facility beyond the Outside Delivery Date or adversely impacting the SFMTA's operations at or use of the Bus Yard Component. Such activities include, but are not limited, to the predevelopment obligations described in this Article 6 (Predevelopment Work).
- (b) As part of City's rights under Section 9.3 (Changes Proposed by City), City may elect to change the Technical Requirements to include any or all of the additional scope item Allowances described in FS Form D, other than Allowances relating to escalation or insurance. Accordingly, Lead Developer shall also develop the scopes and technical requirements of the Allowances, using its best efforts to deliver each Allowance within the applicable cost estimate for that Allowance in FS Form D of the Financial Proposal.
- 6.2. PDA Phases. Lead Developer will deliver the Project Management Deliverables and Design Deliverables to City in the three PDA Phases described in the attached Appendix B-1. Lead Developer must timely deliver the Project Management Deliverables and Design Deliverables by the dates specified for them in the attached Appendix B-1 (as may be modified by Section 3.2 (Performance Milestones)), and prepare the other Work Materials in compliance with the PDA Management Plan schedule ("Project Schedule"). Any change in the initial Project Schedule from the schedule originally included in the Financial Proposal, and any change to the Project Schedule, will require written approval from the City.
- 6.3. Due Diligence Investigation. If City delivers Notice to Proceed #1 to Lead Developer, Lead Developer must duly execute and deliver to City the access agreement attached as Appendix L ("Access Agreement") for its due diligence investigations at the Project Site, either by providing the number of original signed copies requested by City or signing the Access Agreement through DocuSign, under a multifactor authentication process initiated by City. City must duly execute the Access Agreement by the tenth (10th) Business Day immediately following its receipt of the Access Agreement executed by Lead Developer. Lead Developer and City will use the form of Access Agreement for any other due diligence activities proposed by Lead Developer at the Project Site that are not included in the first Access Agreement executed by the Parties.

Lead Developer must complete all due diligence that is reasonably needed to determine if the Project Site is appropriate for the Project in consideration of the Preliminary Term Sheet, the Fixed Budget Limit, and the other requirements specified in this Agreement. Such due diligence shall include the site due diligence investigations set forth in <u>Appendix B-2</u>, and shall include, but not be limited to, determining (i) the quality, nature, adequacy and physical condition of the Project Site, including all aspects of the existing improvements, the physical, geological and environmental condition of the Project Site (including soils and any groundwater), and the presence or absence of any hazardous materials in, on, under or about the Project Site, (ii) all title matters affecting the Project Site, (iii) the Applicable Law and private or public covenants, conditions and restrictions relating to the Project Site and its legal status, including, without limitation, the compliance of the Project Site or its operation, (iv) taxes, assessments, use permit requirements relating to the Project Site and the Project, and (iv) all other matters of material significance affecting the Project Site. Lead Developer shall submit the scope of its proposed due diligence investigation of the Project Site and the final reports, analyses, and materials it prepares and receives regarding the conditions described in (i) and (ii) of this paragraph to City by the applicable Performance Dates specified in the Performance Milestones.

All entries by Lead Developer or the Lead Developer Agents onto the Project Site to perform any testing, inspections, or other investigations will be made only at mutually agreeable times and pursuant to the terms and conditions of the Access Agreement. As specified in the Access Agreement, Lead Developer acknowledges the Project Site has active high voltage overhead lines and special clearance procedures and authorizations will be necessary before Lead Developer or the Lead Developer Agents can commence certain due diligence activities at the Project Site. Lead Developer is responsible for scheduling sufficient time to comply with these procedures and obtain these authorizations in order to timely commence and complete its due diligence investigations at the Project Site.

6.4. Compliance with Plans. The PDA Management Plan and the other plans described in Appendix B-2 must guide Lead Developer's predevelopment activities and obligations for the Project during the PDA Term. If the PDA Management Plan and those other plans are approved by City through the process described in Appendix B-2, Lead Developer must promptly follow and comply with each of the processes and requirements described in them.

6.5. Design Development.

- (a) <u>Compliance of Design Deliverables</u>. Every Design Deliverable must comply with the Technical Requirements and the requirements of <u>Appendix B-2</u>, regardless of any conflicts between the Technical Requirements and the Technical Concept Design submitted as part of the Proposal, unless City approves of any variance in writing, which approval will be in its sole discretion. Every Design Deliverable must maintain the Fixed Budget Limit. Lead Developer is solely responsible for ensuring the Design Deliverables and all other Project design work performed by or for Lead Developer during the PDA Term complies with Applicable Law and the requirements and procedures of this Agreement. Lead Developer bears the risk of any of the Design Deliverables being incorrect or incomplete due to an incomplete and/or incorrect review, examination or investigation of the Project Site or its existing improvements as long as City gives Lead Developer adequate access to the Project Site for its due diligence investigations, subject to the limitations specified in <u>Section 6.3</u> (*Due Diligence Investigation*) and the Access Agreement.
- (b) <u>Design Deliverable Analyses</u>. In developing each Design Deliverable, Lead Developer must comply with the following:
- (i) Incorporate and make design changes as needed to comply with the Technical Requirements without exceeding the Fixed Budget Limit.

- (ii) Evaluate changes to the design that are directly related to material changes to the Technical Requirements implemented pursuant to Article 9 (Changes to the Project). Lead Developer shall provide City with a cost and schedule impact analysis for each proposed material change to the Technical Requirements and a determination if these would increase or decrease the Fixed Budget Limit. As stated in Section 2.10 (Exclusive Negotiations; City's Reserved Rights) and Article 9 (Changes to the Project), City retains sole discretion to propose, accept, or reject any changes to the Technical Requirements.
- (iii) Evaluate the development of the Allowance items and provide City with (i) a full and detailed cost estimate of those items in accordance with Attachment 2 to Appendix B-2, (ii) a summary schedule of those items in accordance with Appendix B-2 and in the same format as Appendix H, (iii) a risk register for those items in accordance with Appendix B-2 relative to their corresponding cost estimates provided by Lead Developer in FS Form D of the Financial Proposal, and (iv) a determination if these Allowances would increase or decrease the Fixed Budget Limit.
- (c) <u>Project Agreement</u>. The Project Agreement must include substantially the same design submittal and review procedures and requirements for each subsequent design deliverable to be submitted by the Principal Project Company to City after Commercial Close, and shall follow the content and format requirements that shall be agreed by Lead Developer and City during the PDA Term. The Project Agreement design deliverables must comply with these design submittal and review requirements as stated in <u>Appendix B-2</u> before they are submitted to City, acting in its regulatory capacity, for any site permit or construction permit.
- 6.6. Asset Management Program. Lead Developer must timely refine and finalize the scope of the Infrastructure Facility Maintenance and develop the Asset Management Program, as required in the PDA Management Plan and the attached Appendix B-2, all of which are subject to City's prior approval and must be performed in consultation with City. The Asset Management Program must be used by Lead Developer for the competitive bidding process for the Design-Build Contract and IFM Contract. As of Commercial Close, the implementation of the Asset Management Program will be part of the Principal Project Company's responsibilities under the Project Agreement during the Project's construction period and the Infrastructure Facility Term.
- 6.7. Energy Management Program. Lead Developer must develop an energy management program for the Facility ("Energy Management Program") in accordance with the requirements set forth in Appendix B-2 and in consultation with City. The Energy Management Program shall be consistent with good industry practice, Applicable Law, applicable standards and specifications. The Energy Management Program must be used by Lead Developer for the competitive bidding process for the Design-Build Contract and IFM Contract, all as part of the Asset Management Program Development Plan. As of the IF Commercial Close, the implementation of the Energy Management Program will be part of the Principal Project Company's responsibilities under the Project Agreement through the construction of the Infrastructure Facility and the Infrastructure Facility Terms.
- 6.8. Project Financing. Lead Developer must competitively procure and obtain sufficient debt financing for the development and timely delivery of the Project consistent with the Financial Proposal and in compliance with the Financing Management Plan described in the attached Appendix B-2, if approved by City; provided that if a Lead Developer's finance plan for the Infrastructure Facility and the Housing and Commercial Component is approved by the City at Performance Milestone 34, Lead Developer must then competitively procure and obtain the debt financing described in that City-approved finance plan (the "Finance Plan").

- **6.9.** HCC Predevelopment Work. Lead Developer must use commercially reasonable, good faith efforts to perform all predevelopment activities needed to timely develop, design, finance, fund, construct, operate and maintain the Housing and Commercial Component as described in the Technical Proposal (the "Proposed HCC"), as may be modified pursuant to Section 9.2 (HCC Change) or Section 9.3 (Changes Proposed by City). Such predevelopment activities include, but are not limited to, the activities described in this Section 6.9 (HCC Predevelopment Work).
- (a) <u>HCC Interface Requirements</u>. The Housing and Commercial Component must meet the following requirements (the "HCC Interface Requirements"):
- (i) the Housing and Commercial Component must timely fund its share of the Common Infrastructure design, construction, operation and maintenance costs (based on PCIH);
- (ii) the development, financing and construction of the Housing and Commercial Component must not delay Substantial Completion of the Infrastructure Facility, which must occur by the Outside Delivery Date;
- (iii) the Housing and Commercial Component must achieve Substantial Completion within one year following Substantial Completion of the Infrastructure Facility; and
- (iv) the construction of the Housing and Commercial Component must not interfere with or put at risk the Bus Yard Component or its transit operations, as determined by City, in its sole discretion.
- A. The following Housing and Commercial Component construction activities are examples of activities that City currently expects would interfere with or impede the SFMTA's transit operations after Substantial Completion of the Infrastructure Facility. Lead Developer may propose solutions to prevent such activities from interfering with or impeding SFMTA's transit operations, but City shall no have no obligation to accept or agree to those solutions.
- (1) Any disturbance or temporary obstruction of building access for individuals, SFMTA vehicles, or Infrastructure Facility supporting services such as deliveries or waste retrieval as a result of Housing and Commercial Component construction activities, construction materials or equipment delivery, or staging of equipment or materials (a written request may be made to City for an exception at least six months in advance of any such proposed activity taking place, which City will review and respond in writing, in its sole discretion);
- (2) Any damage to the Infrastructure Facility resulting from ongoing Housing and Commercial Component construction;
- (3) Any changes to the Infrastructure Facility building or systems or disturbance to active Infrastructure Facility building operations or building systems, as a result of Housing and Commercial Component design integration; and
 - (4) Any mobilization for the start of construction.
- B. The following Housing and Commercial Component construction activities are examples of activities that City currently expects would not interfere with or impede the SFMTA's transit operations after Substantial Completion of the Infrastructure Facility, to the extent they do not result in any of the activities described in Section 6.9(a)(iv)(A)

and provided the following activities are completed no later than one year after Substantial Completion of the Infrastructure Facility:

(1) For completion of Housing and Commercial Component construction activities occurring above the completed Infrastructure Facility roof deck, any HCC construction activities that do not negatively impact the roof deck or the SFMTA operations being performed within the Infrastructure Facility, subject to structural analysis and design performed by the Lead Developer during the PDA phase to address potential impact loads from accidental loading;

(2) For completion of Housing and Commercial Component construction activities occurring below the completed Infrastructure Facility roof deck, interior finishes such as the installation of drywall, casework, tile, painting, final inspections and completion of punchlist items; and

(3) Demobilization of Housing and Commercial Component construction occurring above or below the completed Infrastructure Facility roof deck.

- (b) HCC Development Plan. At the meeting described in Performance Milestone 1F, Lead Developer shall present its draft plan for (i) verifying feasibility and constructability of the Proposed HCC or any other housing that meets the Technical Requirements, (ii) securing Regulatory Approvals and financing for the Proposed HCC, (iii) constructing and achieving Substantial Completion of the Proposed HCC in a manner that meets the HCC Interface Requirements and the HCC Schedule, and (iv) performing the feasibility and financing analysis described in Section 6.9(g) (Feasibility Analysis). The plan is subject to the review and approval of City and the plan, if approved by City, will be the "HCC Development Plan". The HCC Development Plan must include the HCC Schedule and the HCC Term Sheet and Lead Developer's proposed collaborative approach to work with City to achieve the Proposed HCC in compliance with the HCC Interface Requirements. Lead Developer shall provide its draft HCC Term Sheet to City no later than thirty (30) days after the meeting described in Performance Milestone 1F.
- the key Proposed HCC milestones and their timing, including but not limited to (i) the Parties' review, negotiation and completion of the HCC Development Plan, the HCC Term Sheet, the HCC Agreement, and any other Project Documents required for the development, design, financing, construction, operation and maintenance of the Housing and Commercial Component, (ii) the dates for securing the needed Regulatory Approvals and financing, and (iii) the construction stages and milestones related to the Proposed HCC through its Substantial Completion, together with the anticipated Substantial Completion of the Infrastructure Facility. The HCC Schedule will also be used by the City to assist it with ensuring the development, financing, design, and construction of the Housing and Commercial Work will meet the HCC Interface Requirements and to help City plan for and manage its corresponding activities. Lead Developer will present a draft HCC Schedule to City at Performance Milestone 1F, which draft must incorporate the Housing and Commercial Component schedule included in FS Form F-PR of the Financial Proposal. Lead Developer shall update and submit the HCC Schedule at regular intervals and, at a minimum, at Performance Milestones 16 and 28.
- (d) <u>HCC Term Sheet</u>. The "**HCC Term Sheet**" will outline the key terms of the HCC Agreement, which must conform with the relevant provisions of the Proposal (unless otherwise agreed to or modified under <u>Section 9.2</u> (*HCC Change*) or through the final design process and approved by City) and the Technical Requirements. The HCC Term Sheet will be non-binding and conditioned on the completion of CEQA review and the Planning Commission's certification of the EIR, the Parties' successful negotiation of the Transaction

Documents and, and approval of the negotiated Transaction Documents by the SFMTA Board and, as applicable, the Board of Supervisors and any other City boards or commissions, each acting in its sole discretion. Except as otherwise mutually agreed by the Parties, the HCC Term Sheet must reflect the Proposal, comply with the Project Objectives and the Technical Requirements for the Housing and Commercial Component, and address the following terms related to the Housing and Commercial Component:

- (i) A description of the real property interest in the parcel(s) ("Premises") to be transferred to the Housing Project Company, which City will continue to own in fee;
 - (ii) The approved activities at the Premises;
- (iii) A description of the Proposed HCC, including a summary of its size, layout, proposed buildings, and the private and public open spaces;
- (iv) The details of each building, including that building's number of affordable residential units and any market rate units listed by bedroom type and Area Median Income tier, the proposed rent and tenant income level restrictions and utility allowances for the affordable residential units, the minimum and average size of residential units by bedroom type, the affirmative marketing strategy, tenant preferences, resident services plan, and management plan, the proposed location and square footage of commercial and other space, and the financing strategy for constructing and operating the commercial space and the affordable and any market rate residential units:
- (v) The public benefit program, the transportation demand management plan if required under the SFMTA's Transportation Demand Management Program, or if a transportation demand plan is not required, the approach to facilitating public transit use by residents or other users of the Housing and Commercial Component, and the program of public right of way improvements;
 - (vi) The proposed efforts to achieve labor harmony;
- (vii) A description of the needed Regulatory Approvals and the anticipated timing for applying for and securing those Regulatory Approvals;
- (viii) A description of the anticipated financing and tax credits, including the timing that financing would be available, the timing of any application for financing and any applicable tax credits, the additional approvals needed for that financing or tax credits, and the relative availability of that financing or tax credits;
- (ix) A description of the Housing Project Company's contingency plans if the Housing Project Company cannot timely obtain the Regulatory Approvals, financing and (if applicable) tax credits needed for delivery of the Proposed HCC, and include (1) a requirement that, if any change is needed to the project to be constructed under the applicable HCC Agreement, the Housing Project Company first obtain City's approval and any necessary Regulatory Approvals, and (2) a description of the process for obtaining those approvals.
- (x) The proposed form of the HCC Agreement to grant the Housing Project Company a long-term real property interest in the Premises, the commencement and expiration of that interest, any conditions precedent to the commencement of that interest, and proposed payments equal to the value of that interest to City (provided a Housing Project Company may first recover the development costs for its Affordable Units, with the HCC Term Sheet describing the anticipated timing for recovering those development costs);

- (xi) The conditions precedent to the execution of the HCC Agreement, HCC Financial Close, and the commencement of the HCC Term;
- (xii) City participation in any transfer that results in the Housing Project Company (or any of its subtenants or assignees) receiving proceeds after deducting its costs of financing, developing, design, construction and improvement of the Premises and the transaction costs for that transfer (but excluding the lease or sublease of individual residential or commercial units) and calculation and allocation of cost savings resulting from any refinancing of the Housing and Commercial Component construction costs, if any;
- (xiii) The method of paying the Housing and Commercial Component share of the Common Infrastructure costs, which will be based on the PCIH, and security for such payment, including the method for paying such costs between Substantial Completion of the Infrastructure Facility and any later Substantial Completion of any portion of the HCC;
- (xiv) The security for financial close of any funding to be used to finance any market-rate building to be constructed at the Premises;
- (xv) Commercially reasonable standard mortgagee protection provisions, to the extent any lender will take a security interest in any real property interest of the Premises or ownership interest in the Housing and Commercial Component improvements at the Premises;
- (xvi) Insurance requirements and the Parties' respective rights and obligations with respect to damage and destruction;
- (xvii) A description of capital reserves, security deposit, financing security, and the forms of payment and performance bonds;
- (xviii) The sole responsibility and cost of the Housing Project Company (or its assignee) for designing, financing, building, operating, and maintaining the Premises and Housing and Commercial Component during the Housing Term and paying (or obtaining any available abatements) all property taxes and assessments levied against or related to the Housing and Commercial Component during the Housing Term;
- (xix) Housing Project Company's obligations with respect to (A) the environmental condition of the Premises and any hazardous materials released at the Premises and (B) the environmental condition of the Common Infrastructure and any hazardous materials released at the Common Infrastructure, which shall be based on the PCIH;
- (xx) Restrictions on assignment, subletting and other transfers of the HCC Agreement or the Housing Project Company's interest, including any restrictions on equity transfers or change of control of the Housing Project Company, and a requirement that the Guarantor (being the Guarantor as of the date of execution of this Agreement) or its Affiliate shall, until such time as the Housing and Commercial Component achieves Substantial Completion, be responsible for the delivery of the HCC (but not the financing of the HCC) and its integration with the Infrastructure Facility, by contract, or by other means, unless otherwise agreed to by City in its sole discretion. For the avoidance of doubt, the Housing Project Companies will have primary responsibility for delivering the Housing and Commercial Component and the Guarantor's (or its Affiliate's) responsibility hereunder does not require the provision of guarantees, security or other financial obligations for the delivery of the HCC on behalf of the Housing Project Companies or otherwise;

- (xxi) The obligation to achieve Substantial Completion of the Housing and Commercial Component within one year following Substantial Completion of the Infrastructure Facility;
- (xxii) Housing Project Company's obligation to ensure that, as of the date for Substantial Completion of the Housing and Commercial Component, it shall be free of defects, including design defects, errors and omissions, except as may be set out in the Housing and Commercial Component punch list (which shall be fully resolved as of final acceptance of the Housing and Commercial Component);
- (xxiii) Remedies for defaults, including mortgagee protection rights of lenders and any termination rights for City;
- (xxiv) The surrender condition of the Premises, including all improvements then located on the Premises, and any application of reserve funds and transfer of occupants' security deposits at the end of the Housing Term; and
- (xxv) Any other fundamental terms, including any applicable stakeholder input, that will serve as a basis for negotiating the HCC Agreement.
- Execution of HCC Term Sheet. If the Parties mutually agree to a final version of the HCC Term Sheet by the date specified for that agreement in the HCC Schedule, Lead Developer will execute the HCC Term Sheet. If City elects to submit the HCC Term Sheet to the SFMTA Board or any other City body, Lead Developer must attend any meetings held by the SFMTA Board and, if applicable, any other City body considering the HCC Term Sheet. Lead Developer must also be prepared, at City's request, to provide supporting materials and present the HCC Term Sheet and Proposed HCC at any of those meetings. If either the SFMTA Board or, if applicable, any other City body, does not endorse the submitted HCC Term Sheet, then the Parties may mutually agree to modify the HCC Term Sheet and have it resubmitted for endorsement. City will execute the mutually-approved HCC Term Sheet within seven (7) Business Days of endorsement (if at all) of the HCC Term Sheet by the SFMTA Board or later endorsement (if at all) by any other City body, if applicable. The endorsed HCC Term Sheet is subject to modification pursuant to Section 9.2 (HCC Change) and Section 9.3 (Changes Proposed by City), and City may elect to submit modified versions of the HCC Term Sheet to the SFMTA Board or any other City body. The Parties acknowledge that any executed HCC Term Sheet is intended only to set forth general principles for negotiation of the HCC Agreement and the other HCC Transaction Documents. The HCC Agreement and each of the other HCC Transaction Documents will be subject to review and approval by the Parties, their respective legal counsel, the SFMTA Board, and as applicable, by the Board of Supervisors, with both boards acting in their sole discretion. Regardless of whether the HCC Term Sheet is executed by City, City cannot be bound by the HCC Agreement or any of the other HCC Transaction Documents until they are approved by the SFMTA Board and as applicable, the Board of Supervisors or any other City board or commission, each in their respective sole discretion, and executed by City, which will not occur until CEQA review for the Project is complete.
- and Commercial Component funding listed in its Financial Proposal, and any additional sources of funding that it identifies during the PDA Term, in compliance with the HCC Schedule, the Financing Management Plan described in the attached Appendix B-2, and the Finance Plan, if any. Lead Developer shall also be responsible for ensuring compliance with all the conditions and requirements of that funding, including any that apply to actions taken by Lead Developer during the PDA Term. If the Financial Proposal includes MOHCD loans, Lead Developer shall comply with, and structure any Housing Project Company developing Affordable Units to be funded with the MOHCD loans in compliance with, the underwriting guidelines for MOHCD

predevelopment loans, which can be located at https://sfmohcd.org/housing-development-forms-documents. At the kick-off meeting described in Performance Milestone 1, MOHCD will discuss the materials Lead Developer will need to submit to MOHCD to apply for a predevelopment loan with respect to the Affordable Units that qualify for a MOHCD predevelopment loan. Lead Developer will promptly respond to MOHCD requests for information needed to timely submit and process the predevelopment loan application. Lead Developer acknowledges and agrees that City shall have no obligation to provide funding for any aspect of the Housing and Commercial Component.

- Housing and Commercial Component feasibility and financing analysis, plans, and commitments consistent with the Financial Proposal and in compliance with the HCC Schedule, the Financing Management Plan described in the attached Appendix B-2, and the Finance Plan, if any. The Financing Management Plan will account for tax credits that Lead Developer anticipates in regard to the construction of the Affordable Units. Although the Housing and Commercial Component share (based on PCIH) of the Common Infrastructure costs will be the Housing Project Company's responsibility, Lead Developer has the sole discretion in allocating those costs among the Affordable Units and the Housing and Commercial Component market rate residential units and non-residential units. The materials described in this subsection and the timelines included in those materials must reflect the Project Schedule and the HCC Schedule and comply with the HCC Interface Requirements.
- Additional HCC Materials. The Design Deliverables include certain (h) plans, drawings and specifications for the Housing and Commercial Component. If Lead Developer elects to prepare any other plans, drawings and specifications for the Housing and Commercial Component (the "Additional HCC Materials") during the PDA Term, Lead Developer must submit the Additional HCC Materials to City for approval, in its proprietary capacity as owner of the Project Site and to confirm compliance with the Technical Requirements, before the Additional HCC Materials are submitted to any Regulatory Agency (including City acting in its proprietary capacity) for review or approval. City shall review and respond to any Additional HCC Materials submitted within the time periods specified in the HCC Development Plan. Lead Developer acknowledges and agrees that any Additional HCC Materials will, to the extent applicable, reflect the HCC Schedule milestones for the development, financing, construction, and Substantial Completion of the Housing and Commercial Component. Lead Developer shall be responsible, at its sole cost and expense, for the development of all Additional HCC Materials, which Lead Developer must ensure are: (i) assignable to any housing developer for the Affordable Units or the Housing and Commercial Component market rate residential units, as necessary, that holds an interest in the proceeds of any construction loan for those Affordable Units or market rate residential units, and (ii) comply with Applicable Law (including but not limited to Chapter 7 of the San Francisco Environment Code), the Technical Requirements, and, if applicable, MOHCD's design requirements for housing funded with MOHCD funds.
- 6.10. Local Business Enterprise Plan. Lead Developer must timely develop a program for utilizing Local Business Enterprises (as defined in Chapter 14B of the San Francisco Administrative Code) that must be consistent with the policy goals and purpose of Chapter 14B of the San Francisco Administrative Code to ensure participation by Local Business Enterprises and non-discrimination in the design, construction, and ongoing asset management of the Project during the term of the Project Agreement (the "LBE Plan"). Within twenty-eight (28) days of the Commencement Date, Lead Developer must meet with City to commence LBE Plan discussions. Lead Developer acknowledges City may require an LBE Plan that differs from the Local Business Enterprise assumptions Lead Developer used for the purposes of the Proposal, as described in Technical Submittal 28 of the Technical Proposal. Lead Developer must obtain the approval of City to the LBE Plan no later than Performance Milestone 17. In addition, during

the PDA Term, Lead Developer will strive to incorporate Local Business Enterprises participation in appropriate Work activities. If Lead Developer wishes to engage and receive credit for its use of Local Business Enterprises during the PDA Term, it will need the prior written consent of City's Contract Monitoring Division, which can be withheld in the sole discretion of City's Contract Monitoring Division.

- **6.11.** Design-Build Contract. Lead Developer must timely prepare the contract for the design and construction of the Facility in compliance with the requirements of this Agreement (the "Design-Build Contract") and its related materials, including the process for obtaining competitive bids and selecting the design-builder, all of which are subject to City's prior approval and must be performed in consultation with City. Lead Developer may procure more than one Design-Build Contract and contractor, provided that the Infrastructure Facility is designed and built by a single design-build contractor pursuant to a single Design-Build Contract, and provided Lead Developer takes responsibility for all integration and interface risks resulting from the use of more than one Design-Build Contract and contractor. The Design-Build Contract must incorporate the 100% Schematic Design Package described in Appendix B-2 to the extent approved by City at Performance Milestone 28, be subject to the applicable requirements of the Project Agreement and the HCC Agreement, as applicable, incorporate the applicable requirements set forth in Appendix M, and, except as otherwise mutually agreed by the Parties, incorporate the Technical Requirements applicable to the work to be performed under the Design-Build Contract. No Development Team Member or its Affiliates can submit a bid for the Design-Build Contract; provided, however, that IBI Group, A California Partnership and Y.A. studio can each be a subcontractor to any entity that submits a Design-Build Contract bid.
- 6.12. Infrastructure Facility Maintenance. Table 1 in Division 7 (Asset Management Program Requirements) of the Technical Requirements summarizes the Infrastructure Facility Maintenance scope of work, which is to be provided on a 24/7/365 basis. In consultation with City, Lead Developer must timely refine and finalize the scope of the Infrastructure Facility Maintenance and develop the Asset Management Program, as required in the PDA Management Plan and the attached Appendix B-2, all of which are subject to City's prior approval and must be performed in consultation with City. City's goal is to pass the risk of life-cycle renewal and replacement to provide cost certainty, transparency, and optimized performance of the Infrastructure Facility to the Principal Project Company. This is important for the financial feasibility and operations of the Bus Yard Component and Housing and Commercial Component and their coexistence as part of a vertically integrated Facility.

City expects that the Housing Term will be longer than the Infrastructure Facility Term. In recognition of this likely fact and to address the relevant risks, after the Infrastructure Facility Term ends, City will ensure that the Infrastructure Facility continues to be maintained with substantially the same scope and performance standards as the Infrastructure Facility Maintenance specified in the Asset Management Program by electing, in its sole discretion, to (a) self-perform the Infrastructure Facility Maintenance, (b) contract it to a maintenance provider, (c) retain the Principal Project Company to continue providing it, or (d) pursue any other option. After the Infrastructure Facility Term ends, the share of the Infrastructure Facility Maintenance Costs allocated to the Housing and Commercial Component must be paid to City for the remainder of the Housing Term.

6.13. IFM Contract. Lead Developer must timely prepare the contract for the performance of the Infrastructure Facility Maintenance during the Infrastructure Facility Term in compliance with the requirements of this Agreement (the "IFM Contract") and the related contract materials, including the process for obtaining competitive bids for the IFM Contract and selecting the IFM Contract contractor, as further described in the attached Appendix B-2. The IFM Contract must be subject to the applicable requirements of the Project Agreement,

incorporate the scope of the Infrastructure Facility Maintenance to be provided by the Principal Project Company and the applicable requirements set forth in <u>Appendix M</u> and, except as otherwise mutually agreed by the Parties, incorporate the Technical Requirements applicable to the work to be performed under the IFM Contract. Except for Lead Developer, no Development Team Member or its Affiliates can submit a bid for the IFM Contract.

6.14. Interface Agreements and Direct Agreements. During the PDA Term, City expects that Lead Developer will develop the form of interface agreements with respect to the Asset Management Program services to be performed by or for the Principal Project Company and the Housing Project Company, which agreements will be among Principal Project Company and/or the Housing Project Company and other parties identified by Lead Developer with City's prior consent during the PDA Term, unless City otherwise agrees, in writing and in its sole discretion, to those forms being developed pursuant to the Project Agreement. City will develop during the PDA Term the forms of direct agreements among City, Principal Project Company or the Housing Project Company, as applicable, and parties providing financing for the Project, unless City otherwise agrees, in writing and in its sole discretion, to those forms being developed pursuant to the Project Agreement.

The interface agreements and direct agreements shall be substantially the same in type, form, and content as those customary for joint development and design-build-finance-maintain procurements, and will be subject to the prior written approval of City in its sole discretion.

6.15. Pricing and Fixed Budget Limit; Determining the Final Price

- (a) Update with Contractor Pricing. At Performance Milestone 31, Lead Developer must submit to City the forms included as Attachment 4 to Appendix B-2, ("Best-value Contractor Recommendation Form and Final Price and Cost Savings Form"), which will reflect the Design-Build Contract pricing for the Infrastructure Facility and IFM Contract pricing provided by the contractors recommended for award of the Design-Build Contract for the Infrastructure Facility and IFM Contract, respectively, the 30% cost saving amount, if applicable, and any deduction for the Continuation Payment if made by City.
- (b) Pricing Lower than Fixed Budget Limit + Insurance + Escalation. If the Best-Value Contractor Recommendation Form submitted at Performance Milestone 31 shows any reduced cost to design and build the Infrastructure Facility or perform the Infrastructure Facility Maintenance when compared to the total amount set forth in FS Form A8 delivered at Performance Milestone 27A, then the Final Price shall be determined in accordance with the Final Price Form and Cost Savings Form included in <u>Appendix B-2</u>.

(c) Pricing Higher than Fixed Budget Limit + Insurance + Escalation.

(i) If the materials submitted at Performance Milestone 31 show any increased pricing to design and build the Infrastructure Facility or perform the Infrastructure Facility Maintenance when compared to the total amount set forth in FS Form A8 delivered at Performance Milestone 27A, then the Parties will enter into good faith negotiations for the ninety (90) day period immediately following Performance Milestone 31, subject to extension by mutual agreement, to identify and agree to changes to the Infrastructure Facility or the Infrastructure Facility Maintenance requirements to bring the costs within the total amount set forth in FS Form A8 delivered at Performance Milestone 27A. If the Parties do not, within the ninety (90) day period, or such extended period as agreed by the Parties, (A) reach agreement on modifications to the Infrastructure Facility or the Infrastructure Facility Maintenance requirements to bring the costs within the total amount set forth in FS Form A8 delivered at Performance Milestone 27A, or (B) agree to reprocure the Design-Build Contract for the Infrastructure Facility and/or the IFM Contract in accordance with Section 6.15(c)(ii), then City

may elect to terminate this Agreement in accordance with <u>Article 16</u> (*Termination*), in which case Lead Developer will be entitled to the Termination Payment, provided Lead Developer demonstrates that it used commercially reasonable efforts to stay within the Fixed Budget Limit and otherwise meets the conditions for payment of the Termination Payment.

- During the ninety (90) day negotiation period described in Section 6.15(c)(i), the Parties may agree that Lead Developer will reprocure the Design-Build Contract for the Infrastructure Facility and/or the IFM Contract, on terms mutually agreed by the Parties. If the pricing for any new bids received by Lead Developer exceeds the total amount set forth in FS Form A8 delivered at Performance Milestone 27A, the Parties will enter into good faith negotiations for the ninety (90) day period commencing on the due date for the new bid(s), subject to extension by mutual agreement. If the Parties reach agreement within the specified time period(s) on modifications to the Infrastructure Facility or the Infrastructure Facility Maintenance requirements to bring the costs within the total amount set forth in FS Form A8 delivered at Performance Milestone 27A, then the Final Price shall be the sum of the LD Predevelopment Cost, plus the Design-Build Contract price for the Infrastructure Facility and the IFM Contract price based on the scope and terms negotiated in good faith by the Parties. If the Parties do not reach agreement, within the ninety (90) day period specified in Section 6.15(c)(ii), or such extended period as agreed by the Parties, on modifications to the Infrastructure Facility or the Infrastructure Facility Maintenance requirements to bring the costs within the total amount set forth in FS Form A8 delivered at Performance Milestone 27A, then City may elect to terminate this Agreement in accordance with Article 16 (Termination).
- (d) <u>Final Price</u>. If a Final Price is determined pursuant to <u>Section 6.15(b)</u> (*Pricing Lower than Fixed Budget Limit + Insurance + Escalation*) or <u>Section 6.15(c)</u> (*Pricing Higher than Fixed Budget Limit + Insurance + Escalation*), Lead Developer will include the Final Price in the Finance Plan submitted to City at Performance Milestone 32.
- (e) Adjustments to Final Price Prior to Commercial Close. The Final Price will be adjusted for the period beginning on the date that is thirty (30) days prior to the due date for the Design-Build Contract and IFM Contract proposals and ending on the "Setting Date", being the date that is fifteen (15) days prior to the date of Commercial Close, to account for the following events:
- Delay. If the Parties mutually agree to extend the Predevelopment Period beyond November 30, 2024 as result of an Unavoidable Delay or a Regulatory Appeal Delay, the Parties will adjust the Final Price and modify the escalation amount set forth in FS Form A8 delivered at Performance Milestone 27A by adding the Reprocurement Amount (defined as follows), if applicable, and modifying the escalation amount given in the modified FS Form D submitted at Performance Milestone 32 to extend the assumed mid-point of construction by the number of days between November 30, 2024 and the extended date of Commercial Close. E.g., if Commercial Close occurs on January 30, 2025, the assumed mid-point of construction will be July 31, 2026. If an Unavoidable Delay or a Regulatory Appeal Delay occurs after Performance Milestone 32 and is not resolved until after the bid validity period for the Design-Build Contract for the Infrastructure Facility or the IFM Contract, the "Reprocurement Amount" shall be Lead Developer's actual costs to reprocure the Design-Build Contract for the Infrastructure Facility or IFM Contract, as applicable.
- (ii) <u>Changes to Applicable Law.</u> City accepts an LD Proposed Change due to a change in Applicable Law.
- (iii) LD or Principal Project Company Required Insurance Pricing. City agrees to the reasonable costs presented by Lead Developer for insurance coverages to be

provided by Lead Developer or the Principal Project Company based on the insurance requirements set forth in the draft Project Agreement provided by City to Lead Developer at Performance Milestone 29A provided the proposed coverages do not duplicate coverages already included in the Design-Build Contract for the Infrastructure Facility or the IFM Contract.

- (iv) <u>Regulatory Approval Conditions</u>. The Planning Commission, the SFMTA Board, or the Board of Supervisors imposes Regulatory Approval conditions on the Infrastructure Facility or the Infrastructure Facility Maintenance.
- (v) <u>LD Predevelopment Cost.</u> City approves an IF Reimbursement Request pursuant to <u>Section 9.2(g)</u> (*IF Reimbursement Notice*).
- 6.16. Early Works. As further described in in the attached Appendix B-2, Lead Developer must also submit its analysis on the necessity of commencing Early Works and the process for procuring the contractor(s) that would perform the Early Works. If approved and accepted by City, which approval may be subject to completion of CEQA review for the Project if the Early Work is determined to not have independent utility from the Project, Lead Developer will procure the Early Works contractor(s) in compliance with the process approved by City and, if approved by the SFMTA Board, execute an Early Works Agreement based on terms mutually agreed by the Parties. If Lead Developer enters into an Early Works Agreement in compliance with this Section 6.16 (Early Works), Lead Developer will ensure the Early Works is performed and, once executed by City, timely perform its obligations under that Early Works Agreement.
- 6.17. Formation of Principal Project Company and Housing Project Company. Lead Developer must cause the Principal Project Company and the Housing Project Company to be a legal entity that is funded to the satisfaction of City and has become a City vendor with a valid business tax registration number from the Business Tax Division of the City's Tax Collector at least thirty (30) days before Commercial Close, or any other date mutually selected by the Parties.
- **6.18.** Utilities. Except as otherwise specified in this Section 6.18 (Utilities), Lead Developer is solely responsible for obtaining and implementing all new utility services needed for the Facility, and must submit the appropriate applications to obtain gas (if permitted under Applicable Law), electricity, water, internet (except as otherwise specified in the Technical Requirements), and all other utilities needed to develop and operate the Project, as further described in the attached Appendix B-2. Lead Developer acknowledges that under San Francisco Administrative Code Section 99, electric service to the Project Site must be provided by the San Francisco Public Utilities Commission ("SFPUC") unless it determines it is not feasible for it to provide electricity to the Project Site. As further described in Division 5 (Battery-Electric Bus Supplemental Criteria) of the Technical Requirements, the SFMTA submitted two Applications for Electric Service for the Facility to the SFPUC on April 14, 2021 ("SFPUC Applications"). Within twenty-eight (28) days of the Commencement Date (concurrent with Performance Milestone 6), Lead Developer must assume the primary applicant role to the SFPUC Applications. Lead Developer must notify City if it foresees substantial changes in the Facility electrical service approach, as outlined in the SFPUC Applications, that would require an amendment to the SFPUC Applications. Lead Developer will cooperate with City to take all actions needed to further the SFPUC Applications and obtain electrical service for the Project.
- **6.19.** Construction Permits. Lead Developer must not submit any construction or site permit application for the Project Site to City's Department of Building Inspection without the prior consent of City, which may be subject to the completion of CEQA review for the Project.

6.20. CEQA.

- (a) <u>Project Sponsor</u>. The SFMTA, as project sponsor, filed an environmental review application for the Project with the Planning Department on November 20, 2019 (the "CEQA Application"). The Planning Department issued a preliminary project assessment for the Project (Case No. 2019-02188ENV) on May 22, 2020 (the "Preliminary Project Assessment"), and a draft Environmental Impact Report for the Project (Case No. 2019-02188ENV) on June 30, 2021 (the "Draft EIR"), and the SFMTA anticipates the EIR will be submitted to the Planning Commission for certification in mid-2023. The SFMTA will continue to be the project sponsor for purposes of CEQA, with the close collaboration of and support from Lead Developer and pay the Planning Department charges for its environmental review of the Project.
- (b) Lead Developer Support. If the SFMTA intends to submit any materials to the Planning Department with respect to its CEQA review of the Project, Lead Developer must provide the SFMTA (or if directed by the SFMTA, the Planning Department) with its comments to those materials. Lead Developer must also collaborate with the SFMTA with respect to all comments and requests from the Planning Department with respect to its CEQA review of the Project, and provide the Planning Department and the SFMTA with all supporting materials needed for the Draft EIR and EIR (including but not limited to drawings, analyses, data points, and project features, and revisions of the requested materials) within fifteen (15) days of the SFMTA's or the Planning Department's request for those comments or materials; provided, however, that if those comments or materials cannot be reasonably provided within that fifteen (15) day period, Lead Developer must provide them to the SFMTA and the Planning Department as soon as reasonably possible.

To facilitate efficient transfer of information after the Commencement Date, City will add LD Project Director and LD Project Manager to the list of approved Project agents to be identified in the submitted CEQA Application. Lead Developer must include City on all Planning Department communications pertinent to CEQA review of the Project, delivering all written communications to the SFMTA at the same time they are delivered to the Planning Department, and inviting the SFMTA to join all meetings and calls with the Planning Department. At the request of the Planning Department, the SFMTA engaged SWCA Environmental Consultants ("SWCA") to provide project scoping and environmental analysis to support the CEQA review process under an agreement (Contract No. SFMTA-2018-03) dated January 17, 2018, as amended (as amended, the "SWCA Contract"). The SFMTA will continue to retain SWCA, or any alternative environmental consultant acceptable to the Planning Department, to perform the environmental analysis required by the Planning Department for the Project's CEOA review process. If Lead Developer elects to have the Draft EIR or the EIR modified to accommodate an HCC Change to reduce the size of the Proposed HCC, then Lead Developer shall pay the costs of SWCA's and any other consultant's work to effect that modification.

- (c) <u>Hearings and Meetings</u>. SFMTA staff will take the lead in coordinating hearings and meetings for the CEQA review of the Project and the certification, if at all, of the EIR. Notwithstanding the SFMTA's lead role for coordinating hearings and meetings, Lead Developer must provide any supporting materials reasonably requested by the SFMTA for those hearings and meetings on or before the tenth Business Day immediately following its receipt of the SFMTA's request. In addition, Lead Developer must be available to attend and respond to questions at those hearings and meetings.
- (d) <u>Conformity with CEQA Project Description and Draft EIR; MMRP.</u> Lead Developer agrees to endeavor to design and plan the Facility in a manner that is consistent with the Project description in the Draft EIR, as well as the draft mitigation measures set forth in the

draft EIR, subject to the review and findings of the Planning Department; provided if the EIR is certified by the Planning Commission during the PDA Term, Lead Developer must design and plan the Facility in a manner that is consistent with the Project description in the EIR and comply with any MMRP, to the extent any MMRP requirements apply during the PDA Term. Nothing in this Agreement shall be construed to preclude Lead Developer from proposing, or City and other public agencies from considering or approving Project designs, modifications, or alternatives that avoid or mitigate significant adverse environmental impacts. If the Planning Commission certifies the EIR, the Parties anticipate the Planning Commission would adopt the MMRP at that time. Lead Developer acknowledges and agrees that the MMRP, if adopted, may differ from the draft mitigation measures in the Draft EIR and it will modify its designs and plans accordingly to reflect the requirements of the MMRP.

- 6.21. Regulatory Approvals. The Parties acknowledge that approvals, permits, determinations, and authorization from governmental agencies acting in their regulatory capacity, including but not limited to those required from City acting in its regulatory capacity, and utility companies, are required for the development of the Project (each, a "Regulatory Approval"). Regulatory Approvals shall include any certification or adoption of environmental review for the Project prepared pursuant to CEQA and adoption of any CEQA findings that must be made by City or a responsible agency, as required by CEQA. The Parties' respective obligations for the CEQA review of the Project are set forth in Section 6.20 (CEQA). The Parties' respective obligations for the other Regulatory Approvals are described below.
- (a) Transaction Document Approvals. SFMTA staff will take the lead in coordinating hearings and meetings for any approval of the Transaction Documents from all applicable City Regulatory Agencies (and their individual members and committees). Notwithstanding the SFMTA's lead role for coordinating hearings and meetings, the Lead Developer must provide any supporting materials reasonably requested by the SFMTA for those hearings and meetings on or before the tenth (10th) Business Day immediately following its receipt of the SFMTA's request. In addition, Lead Developer must be available to attend and respond to questions at those hearings and meetings.
- (b) <u>General Regulatory Approvals</u>. "General Regulatory Approvals" means all Regulatory Approvals other than those needed for CEQA review of the Project and to authorize City's execution of the Transaction Documents.
- Lead Developer is solely responsible for determining and obtaining, during the PDA Term, only those General Regulatory Approvals required to perform the Work, to achieve the Phase 2 Floating Milestone, and to achieve the following objectives set forth in Section 6.1(a): (A) develop the Project in compliance with this Agreement and the PDA Management Plan approved by City, (B) reach Commercial Close before the expiration of the Predevelopment Period, and (C) reach IF Financial Close by November 30, 2024. In obtaining such General Regulatory Approvals, Lead Developer shall incorporate any Project modifications or requirements required for those General Regulatory Approvals, and timely pursue such General Regulatory Approvals; provided that SFMTA staff will take the lead in coordinating General Regulatory Approval hearings and meetings for the Project with the applicable City Regulatory Agencies (and their individual members and committees) and the SFMTA will pay the Planning Department's charges for any entitlement application review that Lead Developer requests from the Planning Department for the Project during the PDA Term, including the special use district, conditional use authorization, San Francisco General Plan amendment, and General Referral and design review. The SFMTA, as the City department with jurisdiction over the Project Site, will also collaborate with Lead Developer on its strategy for seeking the General Regulatory Approvals from all applicable City departments and City Regulatory Agencies and at Lead Developer's request, SFMTA staff will join in Lead Developer's meetings with the various City departments to discuss the General Regulatory Approvals at mutually agreeable times.

- (ii) Lead Developer must not seek any General Regulatory Approvals for anything that does not comply with the requirements and processes described in the Technical Requirements or fall within the scope of the Project described in the Draft EIR, unless otherwise approved of in writing by City, which approval will be in its sole discretion. Lead Developer understands and agrees the SFMTA's status as a department of City shall in no way limit the obligation of Lead Developer, at Lead Developer's own cost and initiative, to obtain all the General Regulatory Approvals from the applicable Regulatory Agencies. If any Regulatory Agency does not initially approve any General Regulatory Approval pursued by Lead Developer, Lead Developer shall use commercially reasonable efforts to make the changes required by the Regulatory Agency for that General Regulatory Approval, to the extent it is possible to do so while complying with the other requirements of this Agreement.
- Regulatory Approval, Lead Developer first must present the basis upon which Lead Developer proposes to obtain all the required Regulatory Approvals (the "Regulatory Approval Strategy") to the City for the Director of Transportation's review and approval. City may suggest revisions or changes to the proposed Regulatory Approval Strategy, which Lead Developer must consider in good faith. Lead Developer acknowledges and agrees that maintaining professional working relations with Regulatory Agencies is critical to the SFMTA's management of San Francisco ground transportation, including other current or future SFMTA projects. Accordingly, Lead Developer must use its best efforts throughout the PDA Term to take no actions relating to the Project that does not comport to the approved Regulatory Approval Strategy, would significantly and adversely affect the SFMTA's relationship with any other Regulatory Agency, or would adversely affect the SFMTA's management of San Francisco ground transportation or any current or future SFMTA projects unless otherwise approved of in writing by City, which approval will be in its sole discretion.
- (iv) Before filing an application for any General Regulatory Approval that is not described in the Regulatory Approval Strategy approved by City, Lead Developer must obtain the Director of Transportation's authorization, which will not be unreasonably withheld or delayed. Lead Developer agrees that City's withholding or delay in approving any application for a General Regulatory Approval will be reasonable if the application would adversely affect the SFMTA's management of San Francisco ground transportation or any current or future SFMTA projects, does not substantially conform to the Preliminary Term Sheet, the HCC Term Sheet, or any subsequent Project Document or design document to which City and Lead Developer agreed, or requires City to be a co-permittee to the application as owner of the Project Site.
- No Lobbying; Proprietary Capacity. The approval of various City departments (including, but not limited to, the Planning Department, MOHCD, and SFPW) and other City Regulatory Agencies (including, but not limited to the Planning Commission, the SFMTA Board, and the Board of Supervisors) will be required for the Project. The City Project Manager and the SFMTA staff working on the Project on behalf of City in its proprietary capacity will collaborate with Lead Developer regarding its Project discussions with other City staff with respect to the Project, and Lead Developer will promptly and substantively respond to any communications or requests for information that it receives from City staff; provided, however, that Lead Developer understands and agrees that although the SFMTA is a department of City, City staff and executives have no authority or influence over any officials, departments, boards, commissions, agencies, or other entities responsible for the issuance of any Regulatory Approvals (individually defined as "Regulatory Agency" and collectively as "Regulatory Agencies") including but not limited to City officials, departments, boards, commissions or agencies acting in City's regulatory capacity. Accordingly, there is no guarantee or a presumption that any of the Regulatory Approvals will be issued by the appropriate Regulatory Agency. Other than as described in Section 5.3 (Approval of Project Agreement and Other

Transaction Documents) as to the approval of the Transaction Documents by the SFMTA Board of Directors and the Board of Supervisors, to the extent applicable, City's sole obligation under this Agreement with respect to the Regulatory Approvals shall be to review the submitted Regulatory Approval Strategy and CEQA and General Regulatory Approvals Plan described in Appendix B-2, and act as the project sponsor for the CEQA review with the support of Lead Developer pursuant to Section 6.20(a) (Project Sponsor).

Lead Developer acknowledges City is acting in its proprietary capacity under this Agreement and understands and agrees no City staff has an obligation to advocate, promote or lobby any Regulatory Agency and/or any governmental official (including any City official) for any Regulatory Approval or for approval of the Project, the Project Agreement, the HCC Term Sheet, or any other Transaction Documents, and any such advocacy, promotion or lobbying shall be done by Lead Developer at Lead Developer's sole cost and expense. Lead Developer hereby waives any claims against City, and fully releases and discharges City to the fullest extent permitted by law, from any liability relating to the failure of City or any Regulatory Agency from issuing any required Regulatory Approval or from issuing any approval of the Project.

- (d) Costs. Subject to Lead Developer's costs to perform its obligations under Section 6.20(b) (Lead Developer Support) and Section 6.21(b) (General Regulatory Approvals), during the PDA Term, City will be responsible for City's costs associated with the Regulatory Approvals required under CEQA and for the approval of the Transaction Documents. Lead Developer will be solely responsible for applying for, obtaining, and paying all costs associated with all Regulatory Approvals, and Lead Developer, at its sole cost and expense, will comply with the terms of all Regulatory Approvals and shall pay and discharge any fines or penalties imposed as a result of Lead Developer's failure to comply with any Regulatory Approval, for which City will have no monetary or other liability.
- (e) <u>Cooperation</u>. The Parties agree to cooperate with one another to expeditiously aid in (i) Lead Developer's efforts to obtain the General Regulatory Approvals in accordance with this Agreement and (ii) City's efforts, acting in its proprietary capacity, to seek the necessary CEQA approvals for the Project and the approvals of the SFMTA Board and, as applicable, the Board of Supervisors and any other City boards or commissions, to the Transaction Documents.

(f) Third-Party Challenge.

- equitable action or proceeding instituted by any party other than City or Lead Developer challenging the validity or performance of any provision of this Agreement, the Project, any Regulatory Approvals made by City acting as a Regulatory Agency (including the adoption or certification of the EIR), other actions taken pursuant to CEQA, or any action taken by City or Lead Developer in furtherance of this Agreement, or any combination thereof relating to all or any portion of the Project. The Parties agree to proceed with due diligence and cooperate with one another to defend and resolve any Third-Party Challenge to the extent reasonably possible. Lead Developer shall assist and cooperate with City at Lead Developer's own expense in connection with any Third-Party Challenge. The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of the Third-Party Challenge, at the City Attorney's sole discretion.
- (ii) Subject to Section 6.21(f)(iii): (A) if a Third-Party Challenge solely arises from any aspect of the Housing and Commercial Component, Lead Developer shall reimburse City for its actual costs in defense of the action or proceeding, including but not limited to the time and expenses of the City Attorney's Office (at the non-discounted rates then charged by the City Attorney's Office) and any consultants (collectively, the "City Challenge")

Costs"), within thirty (30) days of receiving an invoice for those costs from City; provided, however, Lead Developer shall have the right to monthly invoices for all the City Challenge Costs with respect to that Third-Party Challenge; and (B) if a Third-Party Challenge arises with respect to the Bus Yard Component and the Housing and Commercial Component, or cannot be clearly ascribed to solely the Bus Yard Component, Lead Developer shall reimburse City by an amount equal to the City Challenge Costs multiplied by the PCIC within thirty (30) days of receiving an invoice for those costs from City; provided, however, Lead Developer shall have the right to monthly invoices for all the City Challenge Costs with respect to that Third-Party Challenge.

- (iii) Notwithstanding Section 6.21(f)(ii), Lead Developer will not be responsible for reimbursing City for City Challenge Costs relating to any Third Party Challenge to Regulatory Approvals made by City acting as a Regulatory Agency (including the adoption or certification of the EIR), or other actions taken pursuant to CEQA, except to the extent the Third Party Challenge is directly related to Lead Developer's failure to comply with this Agreement.
- (iv) If this Agreement terminates before a Third-Party Challenge is resolved, the Parties shall jointly seek to have the Third-Party Challenge dismissed and Lead Developer shall have no obligation to reimburse City for any defense costs that City incurs after the dismissal.
- (v) The filing of any Third-Party Challenge shall not delay or stop the Lead Developer's performance of its obligations under this Agreement unless the third party obtains a court order preventing the activity or City elects to require that action.
- 6.22. Correction of Defective Work Materials. In addition to the other remedies that are available to City under this Agreement or Applicable Law and at no cost to City, at City's request, Lead Developer must correct or revise, or cause the Lead Developer Agents, as applicable, to correct or revise, as applicable, any Work Materials that are defective due to the negligent acts, errors or omissions of Lead Developer or any of Lead Developer Agents. City's inspection of (or failure to inspect), review (or failure to review), acceptance of any of the Work Materials or any Termination Payment made under this Agreement cannot be construed to relieve any Lead Developer Related Entity of Lead Developer's obligations and responsibilities under this Agreement for any negligent acts, errors or omissions nor operate as a waiver of any of City's rights under this Agreement or any cause of action arising out of the performance of this Agreement. Subject to the terms of Section 21.3 (Limitation of Liability), Lead Developer will be and remain liable to City for all Losses caused by Lead Developer's failure to comply with the terms and conditions of this Agreement or by the negligent acts, errors or omissions of any Lead Developer Related Entities in the performance of this Agreement in accordance with Applicable Law. Lead Developer must use its professional judgment, care and prudence in approving and accepting any Work Materials prepared by any Lead Developer Agents and take all action necessary to ensure the Work Materials prepared by any Lead Developer Agents are correct and accurate.

6.23. Guaranty.

- (a) The Guarantor shall provide and maintain the Guaranty, in the form of Appendix J, in full force and effect throughout the PDA Term.
- (b) Lead Developer shall periodically report to City regarding the financial capacity of the Guarantor. If, at any point during the PDA Term, the Guarantor's financial capacity is materially negatively affected, as determined by City in its sole discretion, City may require, and Lead Developer shall provide, one or more additional guarantees so that the combined financial capacity of the Guarantor and the additional guarantors provides equivalent

security to City as the Guaranty provided as of the Effective Date. Each such Guaranty shall be substantially in the form provided in <u>Appendix J</u>, together with appropriate evidence of authorization, execution, delivery and validity of such Guaranty.

6.24. MME Expansion Project.

- (a) During the period preceding Performance Milestone 6B, City and Lead Developer will each use commercially reasonable good faith efforts to negotiate the terms of the MME Construction Agreement based on the MME Construction Agreement Terms included in Appendix K. The obligation to negotiate in good faith requires the Parties to communicate with each other with respect to those issues for which agreement has not been reached, and in such communication to follow reasonable negotiation procedures, including meetings, telephone, virtual meetings, and correspondence.
- (b) If the Parties mutually agree to terms for the MME Construction Agreement on or before Performance Milestone 6B, the Parties will execute and deliver the MME Construction Agreement within five (5) Business Days of the SFMTA Board's approval of the MME Construction Agreement.
- (c) If the Parties do not mutually agree to terms for the MME Construction Agreement on or before Performance Milestone 6B, if the SFMTA Board does not approve the MME Construction Agreement, or if the Parties do not execute and deliver the MME Construction Agreement within five (5) Business Days of the SFMTA Board's approval of the MME Construction Agreement, then City may, in its sole discretion, separately procure a contractor to deliver the MME Expansion Project.

7. PREDEVELOPMENT MANAGEMENT

- Development Team. Lead Developer, and the Persons described in the attached Appendix I as its controlling and other Equity Members, the Affordable Housing Developer, the Housing Developer, the Design Consultant, the Construction Management Consultant, and Infrastructure Facility Maintenance Consultant (each, a "Development Team Member" and collectively, the "Development Team") will serve those respective roles for Lead Developer's performance of its obligations under this Agreement. Lead Developer must not make any changes to the Development Team or the roles assigned to each Development Team Member in the attached Appendix I without the prior written consent of City, which may be withheld in its sole discretion. If a Development Team Member notifies Lead Developer that it is withdrawing from the Project or the Guarantor intends to withdraw from the Project, Lead Developer shall immediately notify City. If Lead Developer and City do not mutually agree to the replacement for the withdrawing Development Team Member or Guarantor within fifteen (15) days of the withdrawal of that Development Team Member or Guarantor (the "Selection Period"), City shall have the right to terminate this Agreement by delivering written notice of such termination to Lead Developer within ten (10) days of the expiration of the Selection Period. If City timely delivers a termination notice to Lead Developer under this Section 7.1 (Development Team), this Agreement shall terminate on the date of such delivery.
- 7.2. Key Personnel; Organization. In addition to the Development Team, Appendix I describes the additional persons that will be instrumental to Lead Developer's predevelopment activities for the Project (collectively, the "Key Personnel"). During the PDA Term, Lead Developer must retain the Key Personnel to implement the Lead Developer's obligations under this Agreement and to manage other Lead Developer personnel working on that implementation. Except for any termination of employment, retirement, death, injury or other similar circumstances, Lead Developer must not change any Key Personnel without City's prior written approval, which shall not be unreasonably withheld or conditioned. Lead Developer's proposed

replacement of any Key Personnel for any reason is subject to City's prior written approval, which shall not be unreasonably withheld or conditioned. If Lead Developer intends to replace any Key Personnel, it shall first notify City in writing of the proposed replacement, the reason for the proposed replacement, the person it proposes as a replacement, and certify that the proposed replacement person complies with the requirements for the position that person would fill described in Appendix I (a "Proposed Replacement Notice"). Within five (5) Business Days of receiving a Proposed Replacement Notice, City shall notify Lead Developer if it approves of the proposed replacement. If Lead Developer and City do not mutually agree to the replacement for the withdrawing Key Personnel individual within fifteen (15) Business Days of the withdrawal of that individual (the "Selection Period"), City shall have the right to terminate this Agreement by delivering written notice of such termination to Lead Developer within ten (10) Business Days of the expiration of the Selection Period. If City timely delivers a termination notice to Lead Developer under this Section 7.2 (Key Personnel; Organization), this Agreement shall terminate on the date of such delivery.

7.3. Project Directors and Project Managers.

- (a) For Lead Developer. Brian Middleton ("LD Project Manager") is the person responsible for managing Lead Developer's day-to-day activities of the Project on a full-time basis, including ongoing communications and coordination with City and acting as the main point of contact between City and Lead Developer. Stuart Marks ("LD Project Director") is authorized to make decisions and bind Lead Developer, and is the person responsible for overseeing Lead Developer's rights and obligations under the PDA and Lead Developer's contractual rights and obligations with the Development Team Members. Lead Developer must obtain the prior written approval of City to any change in the LD Project Director or the LD Project Manager, which approval will not be unreasonably withheld.
- (b) For City. Tim Kempf ("City Project Manager") will be the person responsible for managing City's day-to-day activities of the Project on a full-time basis, including ongoing communications and coordination with Lead Developer and acting as the main point of contact between City and Lead Developer. Kerstin Magary ("City Project Director") is authorized to make decisions and bind City, and is the person responsible for overseeing City's rights and obligations under the PDA. City must give written notice to Lead Developer of any change in the City Project Director or the City Project Manager.
- **7.4.** Communication. The LD Project Director must keep the City Project Director fully informed on all matters concerning the Work and shall keep records of all material aspects, with weekly meetings on the status of the Performance Milestones.

7.5. Cost Reports and Audits.

- (a) Quarterly Cost Reports. On the first day of each January, April, July, and October in the PDA Term, Lead Developer must submit a written report of all LD Predevelopment Cost (segregated into those incurred in connection with the Housing and Commercial Component, those incurred in connection with the Bus Yard Component, those incurred in connection with the Common Infrastructure) incurred by it in the three-month period immediately preceding the date of the applicable report, together with reasonable supporting materials documenting those costs.
- (b) Audits. Lead Developer agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to the LD Predevelopment Cost (segregated into those incurred in connection with the Housing and Commercial Component, those incurred in connection with the Bus Yard Component, those incurred in connection with the Common Infrastructure). Lead Developer will permit City to

audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Lead Developer shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section 7.5(b) (Audits). Lead Developer shall include the same audit and inspection rights and record retention requirements in all subcontracts.

7.6. Community Outreach and Public Relations.

- stakeholder outreach to the following parties (the "SFMTA Outreach Parties"): SFMTA staff, the SFMTA Citizens' Advisory Council, other SFMTA working and advisory groups, the SFMTA Board, the Board of Supervisors (and its committees and members), City departments, and other City Regulatory Agencies. This outreach (the "SFMTA Public Outreach and Engagement Program") will be to educate the SFMTA Outreach Parties and address any of their questions regarding the Bus Facility Component. Lead Developer must not initiate any outreach for matters within the SFMTA Public Outreach and Engagement Program. Lead Developer must forward any questions or information requests it receives from the SFMTA Outreach Parties for matters within the scope of the SFMTA Public Outreach Program (other than those raised by a Regulatory Agency in connection with a General Regulatory Approval) to a SFMTA Project Communications Team Contact (defined in Section 7.6(d) (SFMTA Project Communications Team Meetings and Contacts)) and notify the questioner or requester that it is doing so.
- (b) <u>Lead Developer Support</u>. Lead Developer must use commercially reasonable efforts to support the SFMTA Public Outreach and Engagement Program by taking the following actions:
- (i) Attending meetings scheduled by the SFMTA with members of the public and any of the SFMTA Outreach Parties to describe the Bus Facility Component, the Common Infrastructure, the Infrastructure Facility Maintenance, or the Housing and Commercial Component, provided the SFMTA shall provide at least five (5) Business Days' prior notice of such meetings to Lead Developer;
- (ii) Providing supporting materials for those meetings, as requested by the SFMTA;
- (iii) Collaborating with the SFMTA on any written materials provided by the SFMTA to Lead Developer for the SFMTA Public Outreach and Engagement Program; and
- (iv) If the SFMTA requests Lead Developer to provide supporting materials for the meetings described in the foregoing subsection (i) or input on any materials described in the foregoing subsection (iii), Lead Developer must make commercially reasonable efforts to provide those materials or that input within three (3) Business Days following its receipt of the SFMTA's request; if such supporting materials cannot be reasonably provided within such three (3) Business Day period, then Lead Developer must provide them as soon as reasonably possible.
- (c) <u>Lead Developer Outreach Plan</u>. As described in <u>Appendix B-2</u>, Lead Developer must develop a Public Outreach and Engagement Plan (the "LD Outreach Plan") for

City's review. Once approved by City, Lead Developer must comply with the processes and requirements of the LD Outreach Plan. Lead Developer will work collaboratively with City to ensure that the goals of the LD Outreach Plan are met, and address any needed changes to LD Outreach Plan during the PDA Term.

(d) SFMTA Project Communications Team Meetings and Contacts.

- will organize and hold a one-day (minimum 3-hour) collaboration session with SFMTA staff members and consultants that have worked on Project stakeholder outreach and engagement (the "SFMTA Project Communications Team") to discuss the following: (A) stakeholder identification process (e.g. type of stakeholders and their level of involvement), (B) mapping the public participation spectrum for each phase of the Project, including the design phase, the phase for public meetings and hearings for the Regulatory Approvals, the construction phase, and the operations phase, (C) planning the details of the engagement process, (D) best practices stemming from prior outreach and engagement efforts, (E) expected outreach and engagement budget, (F) resources needed to implement community outreach events, (G) dealing with and managing stakeholder conflict, and (H) reviewing and assessing the process to demonstrate achievements and to identify lessons learned for informing future engagement exercises.
- (ii) Within thirty-five (35) days of the Commencement Date, Lead Developer will organize and hold another collaboration session (minimum 2-hours) with the SFMTA Project Communications Team to discuss proposed public outreach and engagement events and the timeline around key decision points for public input, and to confirm the scope of work outlined by Lead Developer. City will review, vet, and approve all outreach content proposed by Lead Developer, and Lead Developer must incorporate stakeholder input into the Project in a manner satisfactory to City. The SFMTA will have the right to, at its election, attend every stakeholder engagement event held by Lead Developer, and Lead Developer will provide agenda allotment to the SFMTA at these events to provide SFMTA news and service updates and other announcements not otherwise pertinent to the Project.
- (iii) Media and Communications Team Contacts. At or before the meeting described in the foregoing subsection (i), (A) City must designate at least two (2) SFMTA staff members authorized to receive notices and communicate with Lead Developer about all public outreach program matters (each, the "SFMTA Project Communications Team Contact") and designate at least two (2) SFMTA staff members authorized to receive notices and communicate with Lead Developer about all media matters (each, the "SFMTA Media Contact"), and (B) Lead Developer must designate at least one person (the "LD Project Communications Team Contact") who will be authorized to receive notices and communicate with City about the public outreach program matters and designate at least one person (the "LD Media Contact") who will be authorized to receive notices and communicate with City about all media matters. Either Party shall have the right to change the persons designated as their respective Communications Team Contact and Media Contact by delivering written notice of that change to the other Party.
- (e) <u>Lead Developer Public Outreach</u>. In addition to complying with the Public Outreach and Engagement Requirements included in <u>Division 9</u> (SFMTA's Communications Division's Public Outreach and Engagement Requirements) of the Technical Requirements, any City-approved LD Outreach Plan, and any outreach requirements required for the General Regulatory Approvals, Lead Developer must adhere to the following practices:
- (i) Establish an appropriate budget to fund the SFMTA Public Outreach and Engagement Program and Lead Developer's obligations under this <u>Section 7.6</u> (Community Outreach and Public Relations) to safely and effectively engage with Project

stakeholders through each Project phase described in <u>Section 7.6(d)(i)(B)</u> (i.e. Project led events, community tabling events, sponsoring community events, collateral mailers, newspaper, radio and online ads, brochures, flyers, posters/signage, website/digital content, stakeholder giveaways, hand sanitizers, t-shirts, tote bags, water bottles, and other forums for educating the public).

- (ii) Ensure that stakeholder contact information and correspondence is sent weekly to the SFMTA Project Communications Team Contact in order to update their stakeholder database.
- (iii) Propose, plan, and schedule regular stakeholder updates by email, physical mailers, or in-person or virtual meetings when appropriate. These various communications channels are intended to keep Project stakeholders informed as the Project progresses. The proposed schedule of in-person and/or virtual meetings may be based on time, such as quarterly, and or may track to key Project milestones or community decision points for the Project.
- (f) Potrero Yard Neighborhood Working Group. Commencing on the Commencement Date, Lead Developer will take the lead in facilitating, attending and sufficiently funding regular Potrero Yard Neighborhood Working Group meetings and activities during the PDA Term. Prior to the Effective Date, the Potrero Yard Neighborhood Working Group generally met on a monthly basis.
- (g) Media Presence and Project Publicity. Unless City agrees otherwise in writing, Lead Developer must obtain the SFMTA Media Contact's consent prior to all Project press releases and press conferences. Lead Developer shall notify City as early as possible regarding Lead Developer's plan to issue press releases or hold press conferences and provide City with sufficient time to review and comment on those plans.
- (h) <u>Press Contacts</u>. Lead Developer must not speak with the press or social media about the Project, its negotiations with City or submittals to City, or Lead Developer's proposed development concepts, plans, phasing or uses (collectively, "Press Matters") that have not been approved by City in writing for public release.
- A "Press Release" means any written press release, advertisement, or other formal communication to any media outlet (including newspapers, local blog, radio and television stations, and web sites). Lead Developer agrees it will provide the SFMTA Media Contact with a draft copy of any Press Release with no less than five (5) Business Days' prior notice before its proposed release and will not issue any Press Release that has not been approved by the SFMTA Media Contact. City will have the right to issue its own separate Press Releases.

The LD Outreach Plan will govern Lead Developer's Press Releases and Lead Developer's media contacts unless City gives Lead Developer written notice (a "Noncompliance Notice") that Lead Developer has not kept City informed of Lead Developer media's activities with respect to the Project as required in the LD Outreach Plan. As of the date of a Noncompliance Notice, Lead Developer may not issue, nor permit or authorize any other party to issue, any Press Release relating to the Project, its negotiations with City or submittals to City, or Lead Developer's proposed development concepts, plans, phasing or uses that have not been approved by the SFMTA Media Contact in writing for public release.

(i) Press Conference or Media Activity.

(i) Lead Developer agrees not to hold any press conference or media activities regarding any Press Matters without first inviting the SFMTA Media Contact to be present, or have another SFMTA representative to be present, at the press conference or media activity and obtaining the SFMTA Media Contact's consent to the press conference or media activity. Lead Developer must provide the SFMTA Media Contact with no less than five (5) Business Days' prior notice of the date and time of any proposed press conference or media activity and state in detail the purpose of the press conference or media activity and the topics to be discussed ("Conference/Media Summary"). The SFMTA Media Contact must review the Conference/Media Summary promptly and advise Lead Developer of any comments by 5:00 p.m. on the day before the press conference/media activity. If the SFMTA Media Contact does not respond within two (2) Business Days of receiving the Conference/Media Summary, the Conference/Media Summary will be deemed approved.

Lead Developer must make reasonable efforts to schedule the press conference or media activity to accommodate the schedules of the SFMTA representatives designated to attend by the SFMTA Media Contact. If City reasonably believes the proposed press conference/media activity would adversely affect its interests, then City shall have the right to withhold its consent to Lead Developer holding the press conference or media activity, even if the press conference or media activity may further Lead Developer's interests.

- (ii) City is entitled to withhold its consent to a Press Release, proposed press conference or media activity by Lead Developer, or a Conference/Media Summary if the SFMTA believes it would adversely affect the SFMTA's relationship with the public or a Regulatory Agency or adversely affect a Regulatory Agency's decision regarding any Regulatory Approvals. If the SFMTA Media Contact reviews a Press Release or Conference/Media Summary and believes that revisions or changes are advisable and appropriate, Lead Developer must make the those suggested revisions or changes irrespective of whether it may further Lead Developer's interests.
- (iii) Lead Developer must timely notify the SFMTA Media Contact of media inquiries regarding the Project received by Lead Developer and Lead Developer's proposed response. The SFMTA Media Contact can waive any of the notice periods required under this Section 7.6 (Community Outreach and Public Relations) in writing or by telephone.
- 7.7. Monthly and Quarterly Report. No later than the first day of each month and each calendar quarter during the PDA Term, Lead Developer must prepare and submit to City a meaningful summary (as described for progress reporting in Section 2.1.1.2 (Progress Reporting) of Appendix B-2) of its major activities during the previous month or quarter, as applicable, to achieve each of the Performance Milestones for it required under Appendix B-1, and to prepare and deliver the Project Management Deliverables and Design Deliverables required under Appendix B-2.
- 7.8. Weekly Meetings. The LD Project Manager and City Project Manager will meet weekly to discuss Project coordination and the status of CEQA review for the Project, the Transaction Documents, Project financing, Regulatory Approvals, Design Documents, the status of any Early Works, Project feasibility, the Performance Milestones, and other Project-related matters, unless a weekly meeting is waived or rescheduled by mutual agreement. The LD Project Manager will coordinate for the LD Project Director, appropriate Key Personnel and other Lead Developer Agents, and the City Project Manager will coordinate for the City Project Director and other appropriate City staff working on the Project with respect to City's proprietary capacity under this Agreement, to attend those weekly meetings as applicable. The

LD Project Manager and City Project Manager may, by mutual agreement, hold two weekly meetings to divide the topics for discussion between those meetings.

- 7.9. Data Room. Lead Developer must set up and manage an industry-standard virtual data room to store Project documents (including Project Documents) and materials to be shared between the Parties and with other parties approved by City to receive those documents and materials.
- 7.10. Assignment of Work Materials. Lead Developer must ensure its contracts with any Lead Developer Agent for the creation or submission of any Work Materials must include provisions automatically assigning the Work Materials created under those contracts to City if there is a Termination. Lead Developer must provide a copy of each contract for Work Materials between Lead Developer and that Lead Developer Agent. Work Materials will be assigned to City in accordance with Section 16.6 (Assignment of Work Materials). Lead Developer's obligations under this Section 7.10 (Assignment of Work Materials) shall survive any termination of this Agreement.

8. CITY PREDEVELOPMENT OBLIGATIONS

In addition to City's other obligations under this Agreement, City must comply with the predevelopment obligations described in this <u>Article 8</u> (City Predevelopment Obligations) acting solely in its proprietary capacity and not in its regulatory capacity.

- **8.1. Design and Plan Development.** City will timely provide written comments to the draft Design Deliverables it receives from Lead Developer in the manner described in the Design Management Plan in the attached <u>Appendix B-2</u> (if approved by City) and by the Performance Dates described for those comments in <u>Appendix B-1</u>; provided, however, that once any draft Design Deliverables are submitted to City by Lead Developer for City review, City shall have no less than twenty-eight (28) days to review and provide written comments on such drafts to Lead Developer.
- **8.2.** Cooperation in Developing the Transaction Documents. City will deliver the draft Project Agreement and any other Transaction Documents for which it elects to prepare the initial draft, and provide comments to the drafts of the Project Agreement and the other Transaction Documents within the time periods specified for those comments in the attached Appendix B-2.
- 8.3. Cooperation in Financing Efforts. City must use good faith efforts to reasonably cooperate in Lead Developer's efforts to secure the Project financing described in the City-approved Finance Plan ("Approved Financing") by timely responding to requests for information and attending meetings with potential lenders as reasonably requested by Lead Developer. City will use reasonable efforts to timely provide its comments on the draft Approved Financing agreements, the terms of which agreements shall be consistent with the requirements of the HCC Term Sheet and the final form of Project Agreement. City's full faith and credit and taxing power will not be pledged to secure any Approved Financing, nor can any Approved Financing constitute general indebtedness of City. Any Approved Financing agreements that require City's signature will be subject to the approval of the SFMTA Board and, if applicable, the Board of Supervisors, each acting in their sole discretion.
- **8.4.** Housing and Commercial Component Feasibility Analysis and Financing. City will provide comments to the Housing and Commercial Component feasibility and financing analyses, plans, and commitments it receives from Lead Developer in the manner described in the attached Appendix B-2.

- 8.5. Design-Build Contract. City will provide comments to the draft Design-Build Contract materials it receives from Lead Developer, including the procurement materials and Lead Developer's proposed process for obtaining competitive bids for the Design-Build Contract and selecting the Design-Build Contract contractor in the manner described in the attached Appendix B-2.
- **8.6.** Asset Management Program. City will collaborate with Lead Developer to ensure the Infrastructure Facility Maintenance will be sufficient to support the SFMTA's operations and maintenance of the Bus Yard Component. In addition to that collaboration, City will provide comments to the drafts of the scope of the Principal Project Company's Infrastructure Facility Maintenance it receives from Lead Developer in the manner described in the attached Appendix B-2.
- **8.7. Energy Management Program**. City will collaborate with Lead Developer in its efforts to develop the Energy Management Program.
- **8.8. IFM Contract**. City will provide comments to the draft IFM Contract materials it receives from Lead Developer, including the procurement materials and Lead Developer's proposed process for obtaining competitive bids for the IFM Contract and selecting the IFM Contract contractor in the manner described in the attached <u>Appendix B-2</u>.
- **8.9.** Early Works. City will provide comments to the Early Works analysis it receives from Lead Developer and, if it approves and accepts the Early Works analysis, which approval may be subject to completion of CEQA review for the Project, execute an Early Works Agreement that addresses the City's requirements for the Early Works.
- **8.10.** General Regulatory Approval Cooperation. City agrees, subject to its rights under Section 6.21 (Regulatory Approvals), to: (a) reasonably cooperate with Lead Developer in filing for, processing, and obtaining all General Regulatory Approvals in accordance with the Regulatory Approval Strategy; and (b) respond within a commercially reasonable time to requests for coordination, consultation, and scheduling additional meetings regarding the Project, including matters relating to any General Regulatory Approval if City would be the co-applicant. This Section 8.10 (General Regulatory Approval Cooperation) does not limit or otherwise constrain City's discretion, powers, and duties as a Regulatory Agency.

9. CHANGES TO THE PROJECT

- 9.1. Infrastructure Facility or Infrastructure Facility Maintenance Changes Proposed by Lead Developer.
- (a) LD Proposed Change. Lead Developer may, at any time during the PDA Term, propose a modification to the Infrastructure Facility or the Infrastructure Facility Maintenance requirements as described in the Technical Proposal or the Technical Requirements (an "LD Proposed Change") due to: (i) any change in Applicable Law that occurs after June 20, 2022; (ii) the imposition of Regulatory Approval conditions on the Infrastructure Facility or Infrastructure Facility Maintenance by the Planning Commission, the SFMTA Board, or the Board of Supervisors (a "Regulatory Change"); (iii) any Project Site condition revealed through Lead Developer's due diligence investigation of the Project Site that differs materially from the conditions disclosed in the Reference Documents; or (iv) any modification that Lead Developer reasonably believes is in the best interests of City or the Project.
- (b) <u>LD Proposed Change Processes</u>. Any LD Proposed Change that, if accepted by City, would (i) increase the design and construction costs or the Infrastructure Facility Maintenance costs of the Infrastructure Facility, or (ii) alter the Technical Requirements,

must be presented to City, for City's review and approval or disapproval, through the LD Change Request procedures set forth in Section 9.1(c) (LD Change Request). Lead Developer may present all other LD Proposed Changes, being those not included in item (i) or (ii) of this Section 9.1(b) (LD Proposed Change Processes), to City through the weekly Project meetings required pursuant to Section 7.8 (Weekly Meetings). City may, in its sole discretion, take the following actions with respect to any LD Proposed Change presented at a weekly Project meeting: (A) approve, (B) disapprove, or (C) request that Lead Developer submit an LD Change Request for such LD Proposed Change. City's approval, disapproval or request for an LD Change Request with respect any LD Proposed Change presented at a weekly meeting will be documented in the meeting minutes. City's approval of LD Proposed Changes at weekly meetings shall be summarized and included in the monthly and quarterly reports required under Section 7.7 (Monthly and Quarterly Report).

(c) LD Change Request.

- (i) To propose an LD Proposed Change that, if accepted by City, would (A) increase the design and construction costs or the Infrastructure Facility Maintenance costs of the Infrastructure Facility, or (B) alter the Technical Requirements, Lead Developer must submit a written, detailed description of the LD Proposed Change and a narrative justification supporting the LD Proposed Change (an "LD Change Request").
- overview of the LD Proposed Change and how it differs from the Project, (B) rationale for the LD Proposed Change, (C) impact analysis, including environmental, social, economic, community, traffic, safety, operations and maintenance or third-party impacts (positive and negative) of the LD Proposed Change, (D) cost analysis, including any additional costs or savings to the Project resulting from the LD Proposed Change, (E) specifications and plan drawings, as applicable, and (F) any additional information relevant to adjudicating a decision on the LD Proposed Change.
- Request, City will notify Lead Developer, in writing, if it agrees to the LD Change Request, disapproves or tentatively disapproves the LD Change Request, or needs additional information regarding the LD Change Request, and the reasons for any tentative disapproval, disapproval, or additional information request. Any such request for additional information from City must detail the specific information City needs from Lead Developer to consider the LD Change Request. If City requests additional information for an LD Change Request, City will, within ten (10) Business Days of receiving that additional information, notify Lead Developer if it approves the LD Change Request, tentatively disapproves the LD Change Request, or needs additional information regarding the LD Change Request. The Parties shall agree in good faith to any necessary extensions to the review periods in this Section 9.1(c)(iii) to accommodate particularly complex LD Proposed Change or combination of LD Proposed Changes.
- (iv) If City disapproves an LD Change Request because City reasonably determines it is not an LD Proposed Change as defined, Lead Developer can request a meeting of the Parties to further discuss that LD Change Request within ten (10) Business Days of receiving City's written notice of its disapproval. Within ten (10) Business Days of that meeting, City will notify Lead Developer if City approves, tentatively disapproves, or disapproves the LD Change Request and the reasons for any tentative disapproval or disapproval.
- (v) Any LD Proposed Change presented to City through the LD Change Request procedures will not take effect until approved in writing by City, which approval shall not be unreasonably withheld with respect to LD Proposed Changes categorized within items (i) through (iii) of Section 9.1(a) (LD Proposed Change); the approval of LD

Proposed Changes described in item (iv) of <u>Section 9.1(a)</u> (LD Proposed Change) are within the City's sole discretion.

- (vi) Lead Developer agrees that it would be reasonable for City to withhold its approval of any LD Proposed Change that City determines would (i) materially alter the Infrastructure Facility or the Infrastructure Facility Maintenance as described in the Technical Proposal or the Technical Requirements, (ii) materially increase City's costs or other liability with respect to the Project, (iii) materially and adversely affect the SFMTA's operations at or use of the Bus Yard Component, (iv) delay Substantial Completion of the Infrastructure Facility beyond the Outside Delivery Date, (v) materially reduce the number of residential units or reduce the number of any Affordable Units from that shown in the Technical Proposal, or (vi) materially increase City's risk from that shown in the Preliminary Term Sheet (or if an HCC Term Sheet is signed, from that shown in the HCC Term Sheet), materially differ from the Project Objectives, or any other aspect of the Project important to City.
- (d) LD Proposed Changes will not result in an increase to the Fixed Budget Limit, except to the extent specifically permitted in Section 2.5(b)(ii) (LD Proposed Change).

9.2. HCC Change.

- applicable Project Objectives and the Technical Requirements and must be developed in a manner that meets the HCC Interface Requirements. However, the Parties recognize that the Proposed HCC can only be achieved in compliance with the HCC Interface Requirements with sufficient and timely financing, funding, and Regulatory Approvals. If Lead Developer reasonably determines that (i) it cannot feasibly obtain the financing, funding, or Regulatory Approvals needed to construct the Proposed HCC, or (ii) it can obtain the necessary financing, funding, and Regulatory Approvals but cannot reasonably comply with the conditions of any of the Regulatory Approvals despite using cost effective means or cannot comply with the HCC Interface Requirements, then Lead Developer may propose a change to the Proposed HCC (an "HCC Change"). An HCC Change may, but is not required to, consist of the Housing and Commercial Component contingency plan included in Technical Submittal 28 (PDA Management Plan) and Financial Submittal 11 (Housing and Commercial Component Organizational, Financial, and Operations Plan) of the Proposal.
- submit a written request (an "HCC Change Request") that includes (i) an overview of the HCC Change and how it differs from the Proposed HCC, (ii) the rationale for the HCC Change, including a detailed description of why the Proposed HCC is no longer determined to be feasible, (iii) an impact analysis, including environmental, social, economic, community, traffic, safety, operations and maintenance or third-party impacts (positive and negative) of the HCC Change, if applicable, (iv) a cost analysis, including any additional costs or savings to the Infrastructure Facility or Proposed HCC resulting from the HCC Change, if applicable, (v) if the HCC Change would reduce the level of affordability or number of Affordable Units of the Proposed HCC, an analysis (with supporting backup documentation) showing that the Proposed HCC, if modified by the HCC Change, will have the highest level of affordability and number of Affordable Units that is feasible, including a detailed description of the methods Lead Developer considered to preserve the level of affordability and number of Affordable Units in the Proposed HCC and why those methods were not feasible, (vi) specifications and plan drawings, if applicable, and (vii) any additional information relevant to adjudicating a decision on the HCC Change.
- (c) <u>City Review.</u> City shall not unreasonably withhold its consent to an HCC Change Request. The Parties agree it shall be reasonable for City to withhold its consent to an HCC Change Request if City determines (i) the matters described in the HCC Change Request

do not qualify for an HCC Change, or (ii) the matters described in the HCC Change Request qualify for an HCC Change, but the Proposed HCC, as modified by the proposed HCC Change, would (A) fail to comply with the Technical Requirements, (B) fail to meet the HCC Interface Requirements or the Project Objectives, (C) fail to meet the affordable rental unit requirements of California Government Code Section 54221(f)(1)(F)(i) or California Government Code Section 54221(f)(1)(F)(ii), or if higher, the requirements of San Francisco Planning Code Section 415.6(a), (D) materially increase City's costs or other liability; or (E) fail to reach Substantial Completion no later than one year after Substantial Completion of the Infrastructure Facility.

- (d) Response to HCC Change Request. Within fifteen (15) Business Days of receiving an HCC Change Request, City will notify Lead Developer, in writing, if it approves or disapproves of the HCC Change Request or needs additional information, and the reasons for any disapproval or additional information request. If City requests additional information for an HCC Change Request, City will, within fifteen (15) Business Days of receiving that additional information, notify Lead Developer if it approves or disapproves of the HCC Change Request or needs additional information regarding the HCC Change Request.
- (e) Approved HCC Change. If City approves an HCC Change, the Proposed HCC will be modified by that HCC Change as of Lead Developer's receipt of City's written approval of the HCC Change. Any costs or time resulting from an approved HCC Change will not be a LD Predevelopment Cost or otherwise be allocated to the Bus Yard Component. If the HCC Change results in removal or reduction of the Housing and Commercial Component from the Project, the LD Predevelopment Cost shall be reduced accordingly, and the amount of that reduction shall be negotiated in good faith by the Parties.
- Disapproved HCC Change. If City reasonably disapproves an HCC Change Request under Section 9.2(c)(i), there will be no change to the Proposed HCC for that HCC Change Request. If City reasonably disapproves an HCC Change Request under Section 9.2(c)(ii) but it is feasible to construct a modified Proposed HCC that would (i) comply with the applicable Project Objectives, the Technical Requirements, and the HCC Interface Requirements, (ii) meet the affordable rental unit requirements of California Government Code Section 54221(f)(1)(F)(i) or California Government Code Section 54221(f)(1)(F)(ii), or if higher, the requirements of San Francisco Planning Code Section 415.6(a), and (iii) reach Substantial Completion no later than one year after Substantial Completion of the Infrastructure Facility without materially increasing City's costs or other liability, then Lead Developer will submit a revised HCC Change Request for that modified version. If City reasonably disapproves an HCC Change Request under Section 9.2(c)(ii) and it is not feasible to construct a modified Proposed HCC that would (x) comply with the applicable Project Objectives, the Technical Requirements, and the HCC Interface Requirements, (y) meet the affordable rental unit requirements of California Government Code Section 54221(f)(1)(F)(i) or California Government Code Section 54221(f)(1)(F)(ii), or if higher, the requirements of San Francisco Planning Code Section 415.6(a), and (z) reach Substantial Completion no later than one year after Substantial Completion of the Infrastructure Facility without materially increasing City's costs or other liability, then the Project will be modified to only be comprised of the Bus Yard Component.
- Request after Performance Milestone 27A due to a Regulatory Approval condition of the Planning Commission, the SFMTA Board, or the Board of Supervisors, and the Project is modified to only be comprised of the Bus Yard Component pursuant to Section 9.2(f) (Disapproved HCC Change), then the LD Predevelopment Cost will be increased by any additional, documented costs incurred by Lead Developer (subject to City approval, which will not be unreasonably withheld) to modify the Design Deliverables for a Facility that will only be comprised of the Bus Yard Component. To request City's approval of any such costs, Lead Developer must submit a written request (an "IF Reimbursement Notice") that has a detailed

description of the Design Deliverables modifications together with invoices evidencing the costs for those modifications. Within fifteen (15) Business Days of receiving an IF Reimbursement Notice, City will notify Lead Developer, in writing, if it approves or disapproves of the IF Reimbursement Request or needs additional information, and the reasons for any disapproval or additional information request. If City requests additional information for an IF Reimbursement Notice, City will, within fifteen (15) Business Days of receiving that additional information, notify Lead Developer if it approves or disapproves of the Request or needs additional information regarding the IF Reimbursement Notice.

9.3. Changes Proposed by City.

- City may propose modifying the Preliminary Term Sheet and the HCC Term Sheet, if any, in the applicable draft Transaction Documents, and may also propose modifying the Technical Requirements, the Proposal, or any other aspect of the Project ("City **Proposed Change**") at any time, in each case without notice to any Guarantor. To propose a City Proposed Change, City must submit a written, detailed description of that City Proposed Change and a narrative justification for the City Proposed Change. Within five (5) Business Days of receiving notice of a City Proposed Change, Lead Developer must notify City in writing if it accepts the City Proposed Change or requests a meeting of the Parties to discuss the City Proposed Change. Any failure to timely respond to a City Proposed Change will be deemed Lead Developer's acceptance of that City Proposed Change. If Lead Developer timely requests a meeting of the Parties with respect to a City Proposed Change, the Parties will meet within ten (10) Business Days of City's receipt of that meeting request from Lead Developer. If City elects to pursue the City Proposed Change after that meeting, it must deliver written notice of that election to Lead Developer and the Project will be accordingly modified by the City Proposed Change. Pursuant to Section 2.5 (Fixed Budget Limit; Adjustments; Allowances; Submittals), any additional costs or time incurred by a City Proposed Change shall be equitably adjusted by the Parties, using the PCIC to the extent a City Proposed Change also benefits the Common Infrastructure or the Housing and Commercial Component.
- (b) As of the execution of this Agreement, the Lead Developer anticipates the requirements of the Regulatory Approvals that will be needed for the Proposed HCC, and the construction timing of the Proposed HCC, will not have a material, negative impact on City's cost of the Infrastructure Facility, the timing for Substantial Completion of the Infrastructure Facility, or the operation of the Bus Yard Component after Substantial Completion of the Infrastructure Facility. However, the Parties acknowledge new information discovered during the PDA Term with respect to the timing, feasibility, and Regulatory Approval conditions and financing to deliver the Proposed HCC may affect that initial analysis. The primary objective of the Project is the timely delivery and operation of the Infrastructure Facility, but City recognizes that Lead Developer will expend time and funds to pursue its predevelopment obligations under this Agreement with respect to the Proposed HCC.

Accordingly, notwithstanding anything to the contrary in Section 9.3(a), City will not propose a City Proposed Change to modify or remove the Housing and Commercial Component and Common Infrastructure from the Project unless City reasonably determines (i) Lead Developer will not be able to obtain the Regulatory Approvals or financing needed for the timely construction of the Proposed HCC and timely payment of the Infrastructure Facility construction costs allocated to the Housing and Commercial Component, (ii) the Proposed HCC will delay Substantial Completion of the Infrastructure Facility beyond the Outside Delivery Date, (iii) the anticipated timing for Housing and Commercial Component construction activities will interfere with the SFMTA's transit operations at the Bus Yard Component after the Substantial Completion of the Infrastructure Facility, or (iv) the Proposed HCC will materially increase City's costs or liabilities with respect to the Project. A City Proposed Change to modify the Housing and Commercial Component may, but is not required to, consist of the Housing and

Commercial Component contingency plan included in Technical Submittal 28 (PDA Management Plan) and Financial Submittal 11 (Housing and Commercial Component Organizational, Financial, and Operations Plan) of the Proposal.

If any of the conditions of the foregoing paragraph are met, City can make a City Proposed Change to modify or remove the Housing and Commercial Component and Common Infrastructure from the Project through the procedure to effect a City Proposed Change under Section 9.3(a).

10. RECORDS

- 10.1. Definition of Material Adverse Change. The term "material adverse change" shall include any (i) bankruptcy, (ii) decrease in tangible net worth of 10% or greater of net assets, (iii) sale, merger, or acquisition exceeding 10% of the value of net assets prior to the sale, merger, or acquisition, (iv) downward change in credit rating, (v) inability to meet material conditions of loan or debt covenants, (vi) incurrence of a net operating loss, (vii) sustained charges exceeding 5% of the then net assets due to claims, changes in accounting, write-offs, or business restructuring; restructuring/reduction in salaried personnel exceeding 10% of its workforce or involving the disposition of assets exceeding 10% of the then net assets, (viii) or event know to the entity which represents a material change in financial position from previously submitted financial statements.
- 10.2. Material Adverse Change in Financial Position. Lead Developer shall, for itself and for each Equity Member, Housing Developer, Affordable Housing Developer, and Guarantor, notify City of, and shall provide an explanation for, any material adverse change in financial position that was not reflected in or differed from the financial position reflected in the latest financial statements submitted in its response to the RFQ and updated in the Proposal. If there is any such material adverse change, Lead Developer shall promptly provide City with an assessment regarding the effect of such change on Lead Developer's ability to complete its obligations under this Agreement.
- 10.3. Future Performance. Following its review of financial statements or certifications provided under this Article 10 (Records), City may, in its sole discretion, require Lead Developer to develop and implement a plan assuring City of Lead Developer's capacity to continue to perform its obligations under this Agreement. City shall have the right to review and approve, in its sole discretion, such plan, and may identify additional measures assuring future performance, including requiring additional guarantees in accordance with Section 6.23 (Guaranty). Lead Developer shall promptly and diligently carry out any approved plan in accordance with its terms.

11. INTELLECTUAL PROPERTY

11.1. Developed IP.

(a) Lead Developer acknowledges and agrees that the City shall own all Developed IP and the Lead Developer agrees to assign, and shall cause all Lead Developer Related Entities to assign, to City all rights, title and interest in and to the Developed IP including any deliverable and/or Work Materials upon Commercial Close, provided that to the extent this Agreement is terminated in accordance with Section 16, the Lead Developer will assign, and cause Lead Developer Related Entities to assign, to City all rights, title and interest in and to the Developed IP in connection with the assignment of Work Materials contemplated by Section 16.6 and subject to payment receipt by the Lead Developer of the applicable Termination Payment. In connection with the foregoing. Lead Developer agrees to execute, and shall cause all Lead Developer Related Entities to execute, such further documents and to do such further

acts as may be necessary to perfect, register, or enforce City's ownership of such rights, in whole or in part. If any Lead Developer Related Entity fails or refuses to execute any such documents, Lead Developer for itself and on behalf of any Lead Developer Related Entity hereby appoints City as the necessary Lead Developer Related Entity's attorney-in-fact (this appointment is irrevocable and is coupled with an interest) to act on Lead Developer Related Entity's behalf and to execute such documents. Lead Developer hereby forever waives and agrees never to assert, and shall cause any Lead Developer Related Entity to waive and never to assert, against City, its successors or licensees any and all "moral rights" (including claims based on 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), specifically including 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA")) that such Lead Developer Related Entity may have in Intellectual Property or deliverable and/or Work Materials following assignment thereof in accordance with this Agreement.

(b) Reserved.

(c) Lead Developer shall deliver to City all deliverables and/or Work Materials authored, created or developed under or for the purpose of the Agreement at time(s)/dates(s) pursuant to the Agreement.

11.2. Lead Developer IP.

- (a) Lead Developer hereby grants, and shall cause each Lead Developer Related Entity to grant, to City an irrevocable, perpetual, non-exclusive, transferable, fully paid-up right and license to use, execute, perform, sublicense, exploit, , manufacture, distribute, reproduce, adapt, display, and prepare derivative works ("Base License Rights") of Lead Developer IP in connection with the Work or the Project. Lead Developer acknowledges and agrees that all rights, title or license(s) granted under this Article 11 (Intellectual Property) will survive any expiration or earlier termination of this Agreement without regard to convenience, default or other causation.
- **(b)** Lead Developer shall identify and disclose to City all Lead Developer IP required by, incorporated in, or combined with the Work or the Project.

11.3. Third Party IP.

- (a) Lead Developer shall secure license(s) in the name of City for the Base License Rights of Third Party IP, in connection with the Work or the Project, including a representation and warranty that Third Party IP does not infringe the rights, including Intellectual Property rights, of any Person. To the extent that the foregoing license rights or representation and warranty are refused by any owner of Third Party IP, Lead Developer shall secure City's prior written approval, in its reasonable discretion, for any license, the terms of which are acceptable to such owner of Third Party IP. For the avoidance of doubt, in no event shall Lead Developer incorporate Third Party IP into the Work, any Work Materials, or the Project without first securing such licenses.
- (b) Lead Developer shall obtain from each owner of Third Party IP consent to have all necessary IP Materials related to Third Party IP, including but not limited to Source Code, documentation and/or related instructions and materials to execute Software deposited into an IP Escrow deposit requirements of Section 11.7 (IP Escrow). No Third Party IP shall be incorporated into the Work or the Project without City's prior written approval, in its sole discretion, to the extent the owner of the relevant Third Party IP has not provided such consent.
- (c) COTS. Lead Developer shall secure license(s) in the name of City based on commercially available terms for the COTS, including any standard end user license

agreement. If the COTS license terms fail to provide the complete Base License Rights, Lead Developer shall provide (i) an outline of such license deficiencies and (ii) the identification of at least one (1) other COTS available for the same purpose, function or design. Lead Developer shall identify and disclose to City all COTS required by, incorporated in, or combined with the Work or the Project.

11.4. City IP and City Data.

- City hereby grants to Lead Developer a limited, non-exclusive license to use, execute, perform, exploit, manufacture, distribute, reproduce, adapt, display, sublicense (solely to the Development Team Design Consultant and to its design subconsultants listed in Appendix O (List of Design Subconsultants), and prepare derivative works from the Project IP, City IP, and City Data, and any deliverable and/or Work Materials incorporating such Intellectual Property, solely in connection with and limited to the Allowed Uses. "Allowed Uses" are: (a) incorporation into the Work Materials and/or the Project; and (b) performance, provision, furnishing and discharge of the Work under the Agreement. All rights not specifically granted in this Section 11.4(a) are reserved to City. For the avoidance of doubt, no rights to trademarks of City, whether registered or not, (the "City Marks") are granted to Lead Developer and Lead Developer may not incorporate, refer to, or otherwise use the City Marks for any marketing, promotional or advertising purposes without a separate trademark license agreement. Any sublicense permitted under this <u>Section 11.4(a)</u> shall include the same limitations, terms and conditions that apply with respect to the Lead Developer's license granted hereunder, and Lead Developer shall provide City with a copy of each such sublicense. Changes to the list of design subconsultants included in Appendix O may be made with the prior written consent of the City Project Director, and such changes shall be effective from the date of City's delivery of that written consent to Lead Developer (which consent shall include a copy of the revised Appendix O), or such later date stated in the notice delivering that consent.
- (b) In addition to Lead Developer's obligations and restrictions related to City Data in this Agreement, Lead Developer acknowledges and agrees that all City Data, including the results or creation of any anonymization, de-identification, aggregation or other analysis of such City Data, whether physical or digital, is owned by City. Except as specifically provided in this Agreement, no Lead Developer Related Entity shall make use of City Data even if such use is for such Lead Developer Related Entity's internal use or analysis, whether or not commercial value is available or received, and/or such information or data is available in other, separate or cumulative sources.
- (c) Notwithstanding any other term or condition of this Agreement, the rights and permissions granted under this <u>Section 11.4</u> (City IP and City Data), including the rights and permissions of any sublicensees, shall terminate (i) upon the effective date of termination of this Agreement or (ii) upon 24-hour written notice by City to Lead Developer, whichever is earlier.
- 11.5. Delivery. Excluding COTS pursuant to Section 11.3(c), but in addition to any deliverable and/or Work Materials or other items to be delivered to City under this Agreement, Lead Developer shall deliver, or cause to be delivered, to City all IP Materials. Only to the extent that such delivery would eliminate or substantially limit the legal protections for, or commercial value of, such IP Materials, in such cases Lead Developer shall comply, and cause Lead Developer Related Entities to comply, with the IP Escrow deposit requirements of Section 11.7 (IP Escrow), below, provided that such delivery to City or deposit into IP Escrow(s) shall occur at the earlier of (x) when such deliverable and/or Work Materials is due under the Agreement terms, (y) within 60 days after the Effective Date of the Agreement or (z) 60 days prior to the effective date of termination.

11.6. Payment Inclusive. Lead Developer acknowledges and agrees that the sum of all payments made pursuant to the Agreement shall include all royalties, fees, costs and expenses arising from or related to the Software or any licenses granted under this Article 11 (Intellectual Property). For the avoidance of doubt, all fees, costs and expenses for IP Escrow(s) are included in such payments paid to Lead Developer by City under this Agreement.

11.7. IP Escrow.

- (a) City and Lead Developer acknowledge that Lead Developer, Lead Developer Related Entities and/or owners of Third Party IP may not wish to deliver the required IP Materials directly to City pursuant to this Agreement as public disclosure could deprive the such owners of Intellectual Property commercial value. Lead Developer further acknowledges that City nevertheless must be guaranteed access to such IP Materials and the complete enjoyment of all rights, including Intellectual Property rights, granted pursuant to this Agreement, and must be assured that the IP Materials are delivered to City.
- Agreement, subject to the requirements of Section 11.5 (Delivery), Lead Developer, Lead Developer Related Entity or the owner of Third Party IP may from time to time elect to deposit relevant IP Materials with a neutral depository. In such event, City and Lead Developer (or the applicable Lead Developer Related Entity or other owner of Third Party IP) shall: (i) mutually select one or more escrow companies or other neutral depositories (each an "IP Escrow Agent") engaged in the business of receiving and maintaining escrows of Software Source Code or other Intellectual Property; (ii) establish one or more escrows (each an "IP Escrow") with the IP Escrow Agent on terms and conditions reasonably acceptable to City and Lead Developer for the deposit, retention, audit, upkeep and release of IP Materials to City pursuant to this Agreement; (iii) determine a date for each deposit of the IP Materials into the IP Escrow; and (iv) determine a process for releasing from escrow the IP Materials to be delivered to City pursuant to the Agreement. Lead Developer shall be responsible for the fees and costs of the IP Escrow Agent and IP Escrow(s).
- (c) Any IP Materials deposited in IP Escrow(s) shall be released and delivered to City in any of the following circumstances ("Release Conditions"):
 - (i) this Agreement is terminated for any reason;
- (ii) voluntary or involuntary bankruptcy of Lead Developer, Lead Developer Related Entity or the owner of Third Party IP; or
- (iii) Lead Developer, Lead Developer Related Entity or the owner of Third Party IP is dissolved or liquidated or otherwise ceases to engage in the ordinary course of the business of manufacturing, supplying, maintaining, and servicing the software, product, part, or other item containing the relevant Intellectual Property.
- (iv) City shall maintain the confidentiality of any IP Materials released pursuant to this <u>Section 11.7(c)</u> pursuant to <u>Section 2.11</u> (*Proprietary or Confidential Information*) and shall enter into a non-disclosure agreement with any third party to whom City, in its sole discretion, grants access to such IP Materials to the extent that such IP Materials contain Confidential Information.
- (d) Audit & Verification. Regardless of whether one of the Release Conditions occurs, City shall have the right to require the IP Escrow Agent to verify the relevance, completeness, currency, accuracy, and functionality of the IP Materials held by the IP Escrow in a manner and form as directed by City at the expense of Lead Developer not more

than once in any calendar year. In the event such testing demonstrates the IP Materials held by the IP Escrow does not correspond to the Work Materials and/or Project or pursuant to the Agreement, Lead Developer shall deposit the correct materials with the IP Escrow Agent within seventy-two (72) hours following notice by City.

11.8. Lead Developer Related Entities Lead Developer acknowledges and agrees that it shall direct, and be responsible for, the compliance of all Lead Developer Related Entities with the obligations and restrictions of this Article 11 (Intellectual Property) and shall incorporate the provisions of this Article 11 (Intellectual Property) into each agreement involving development, provision or acquisition of Intellectual Property or the creation or generation of any deliverable and/or Work Materials.

12. NO REPRESENTATION OR WARRANTY OF PROJECT VIABILITY

Lead Developer acknowledges and agrees that City has not made any representation or warranty regarding any matters relating to the Project Site, including but not limited to (i) the suitability of the Project Site for construction of the Project, (ii) the Project, (iii) if the SFMTA Board, Board of Supervisors, any other applicable City board or commission, and City's Mayor will approve the Transaction Documents, (iv) the ability to obtain CEQA approval for the Project, or (v) Lead Developer's ability to obtain the General Regulatory Approvals. Lead Developer further acknowledges and agrees that although City is a Regulatory Agency, it is entering into this Agreement in its proprietary capacity and not as a Regulatory Agency with certain police powers and in that proprietary capacity, it has no authority or influence over other City officials, departments, boards, commissions, or agencies or any other Regulatory Agency responsible for issuing required Regulatory Approvals (including City, in its regulatory capacity). Accordingly, no guarantee or presumption exists that any of the Regulatory Approvals will be issued by the appropriate Regulatory Agency, and City's status as a Regulatory Agency will not limit Lead Developer's obligation to obtain General Regulatory Approvals from appropriate Regulatory Agencies that have jurisdiction over the Project.

13. FINAL ACTION SUBJECT TO ENVIRONMENTAL REVIEW

City will not enter into any Transaction Document or request approval of them until City has completed environmental review with respect to the Project in compliance with the California Environmental Quality Act ("CEQA") and City's CEQA Procedures, as set forth in San Francisco Administrative Code Chapter 31. The Project will also require discretionary approvals by a number of government bodies after public hearings and environmental review. Nothing in this Agreement commits, or shall be deemed to commit City or any other public agency to approve or implement the Project or the Transaction Documents, and they may not do so until environmental review of the Project as required under Applicable Law has been completed and they are able to review and consider the information contained in the CEQA document and all other relevant information about the Project. Accordingly, all references to the "Project" in this Agreement shall mean the proposed Project subject to future environmental review and consideration by City and other public bodies.

City and any other public agencies with jurisdiction over any part of the Project each shall have the absolute discretion to (a) require modifications to the Project and/or implementation of specific measures to mitigate significant adverse environmental impacts; (b) select feasible alternatives that avoid significant adverse impacts of the Project, including the "no project" alternative; (c) reject all or part of the Project if the economic and social benefits of the Project do not outweigh otherwise unavoidable significant adverse impacts of the Project; (d) approve the Project upon a finding that the economic and social benefits of the Project outweigh otherwise unavoidable significant adverse environmental impact of the Project; and (e) deny the Project.

14. COMMERCIAL CLOSE

- General Regulatory Approvals, CEQA review for the Project has been completed, the Transaction Documents have been mutually approved by the Parties, and the Transaction Documents have been approved by the SFMTA Board, the Board of Supervisors, and any other applicable City board or commission, each acting in its sole discretion, and all the other Performance Milestones have been timely achieved, Lead Developer shall cause the Principal Project Company and the Housing Project Company to execute and deliver the Transaction Documents. Such execution and delivery will occur on or before the tenth (10th) Business Day (the "Scheduled Commercial Closing Date") immediately following the date legislation adopted by the Board of Supervisors to approve the Transaction Documents is effective (the "Project Approval Date") or any earlier date mutually selected by the Parties, the Principal Project Company, and the Housing Project Company between the Project Approval Date and the Scheduled Commercial Closing Date.
- 14.2. Flexibility for Separate Commercial Closings. Notwithstanding Section 14.1 (Achieving Commercial Close), the IF Commercial Close and the HCC Commercial Close may occur at different times, provided that City has provided its prior written approval in its sole discretion.

15. PROHIBITED ACTIONS

- 15.1. Prohibited Payments. Lead Developer may not pay, or agree to pay, any fee or commission, or any other thing of value contingent on entering into this Agreement, any other Project Document, or any other agreement with City related to the Project, to any City or City employee or official or to any contracting consultant hired by City for the Project. By entering into this Agreement, Lead Developer certifies to City that Lead Developer has not paid or agreed to pay any fee or commission, or any other thing of value contingent on entering into this Agreement, any other Project Document, or any other agreement with City related to the Project, to any City employee or official or to any contracting consultant hired by City for the Project.
- 15.2. No Entry. Lead Developer expressly acknowledges and agrees that this Agreement does not give Lead Developer or any Lead Developer Agents the right to enter or access the Project Site. Any entry on the Project Site by Lead Developer or any of the Lead Developer Agents must be pursuant to terms and conditions of the Access Agreement.
- 15.3. Submitting False Claims. The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement by this reference. Pursuant to San Francisco Administrative Code Section 21.35, any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by City; (c) conspires to defraud City by getting a false claim allowed or paid by City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to City; or (e) is a beneficiary of an inadvertent submission of a false claim to City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to City within a reasonable time after discovery of the false claim. Lead Developer agrees that all references to a contractor in San Francisco Administrative Code Section 21.35 apply to Lead Developer and all references to a subcontractor in San Francisco Administrative Code Section 21.35 apply to Lead Developer Agents and agents of Development Team Members.

16. TERMINATION

- 16.1. Termination for Convenience. In addition to its other termination rights in this Agreement, City shall have the right to terminate this Agreement at any time at its sole discretion by providing at least ten (10) days prior written notice of that termination to Lead Developer. Termination (or partial termination) of this Agreement shall not relieve any Guarantor of its obligation for any claims arising out of the Work performed.
- 16.2. Terminating Event. The occurrence of any of the following events (each, a "Terminating Event") will cause early termination of and extinguish this Agreement ("Termination"), without an opportunity for the Lead Developer to cure:
- (a) City exercises its right to terminate this Agreement following an LD Event of Default;
 - (b) City exercises its right to terminate this Agreement for convenience;
 - (c) City issues a Discontinuation Notice;
 - (d) The PDA Term expires before Commercial Close occurs;
- (e) Lead Developer exercises its right to terminate this Agreement following a City Event of Default;
- (f) Lead Developer fails to comply with <u>Article 15</u> (*Prohibited Actions*), <u>Article 18</u> (*Assignment and Changes in Ownership of Lead Developer*), or <u>Section 24.1</u> (*Nondiscrimination in City Contracts and Benefits Ordinance*).
- 16.3. Termination Payments. If this Agreement terminates before Commercial Close for any reason, City will have no obligation to reimburse or otherwise pay Lead Developer for any of Lead Developer's Project costs or expenses. Notwithstanding anything to the contrary in the foregoing sentence, City shall, in exchange for an executed release from Lead Developer satisfactory in form and substance to City, make the following payments (each, a "Termination Payment"), as applicable, to Lead Developer if this Agreement terminates before Commercial Close for any reason other than an LD Event of Default and Lead Developer has performed its obligations under Section 16.6(a). The executed release from Lead Developer shall release, waive, and discharge City and City Agents of and from all liabilities, obligations, claims, and demands whatsoever arising out of or under this Agreement. City's liability to Lead Developer with respect to any claims or Disputes arising from this Agreement shall not exceed Nine Million Nine Hundred Ninety Thousand Dollars (\$9,990,000) plus the amount of the Continuation Payment, if paid. City's payment of any Termination Payment shall not affect any of City's rights under the Agreement with respect to completed Work, or relieve Lead Developer or any Guarantor from its respective obligations with respect thereto.
- (a) <u>Proposal Payment</u>. If this Agreement terminates for any reason other than an LD Event of Default, then City will pay Lead Developer an amount equal to One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000) for Work Materials comprising the Proposal (the "**Proposal Payment**").
- (b) PDA Phase 1. If this Agreement terminates for any reason other than an LD Event of Default after Lead Developer has timely submitted all the documents described as Performance Milestone 15, and those documents comply with the applicable requirements for them in the attached Appendix B-2, then, in addition to the Proposal Payment, City will pay Lead Developer an amount equal to the lesser of Lead Developer's Qualified Out-of-Pocket

Costs to provide the PDA Phase 1 materials ("PDA Phase 1 Costs") and Four Million Nine Hundred Ninety Thousand Dollars (\$4,990,000). Lead Developer must submit commercially reasonable evidence of its PDA Phase 1 Costs to City before City is obligated to make any payment under this subsection (b).

- (c) PDA Phase 2. If this Agreement terminates for any reason other than an LD Event of Default after Performance Milestone 16 and Lead Developer has timely delivered the materials described as Performance Milestone 27, and those materials comply with all the applicable requirements for them in the attached Appendix B-2, then, in addition to the Proposal Payment, City will pay Lead Developer an amount equal to the lesser of (A) the PDA Phase 1 Costs and Lead Developer's Qualified Out-of-Pocket Costs to provide those PDA Phase 2 materials ("PDA Phase 2 Costs") and (B) Seven Million Six Hundred Forty Thousand Dollars (\$7,640,000). Lead Developer must submit commercially reasonable evidence of its PDA Phase 1 Costs and its PDA Phase 2 Costs to City before City is obligated to make any payment under this subsection (c).
- (d) PDA Phase 3. If this Agreement terminates for any reason other than an LD Event of Default after Performance Milestone 28 and after Lead Developer has timely delivered the materials and evidence described as Performance Milestones 32 and 33, and those materials comply with all the applicable requirements for them in the attached Appendix B-2, then, in addition to the Proposal Payment, City will pay Lead Developer an amount equal to the lesser of (A) the PDA Phase 1 Costs, the PDA Phase 2 Costs and Lead Developer's Qualified Out-of-Pocket Costs to provide those PDA Phase 3 materials and perform those PDA Phase 3 activities ("PDA Phase 3 Costs") and (B) Eight Million Six Hundred Forty Thousand Dollars (\$8,640,000). Lead Developer must submit commercially reasonable evidence of its PDA Phase 1 Costs, its PDA Phase 2 Costs, and its PDA Phase 3 Costs to City before City is obligated to make any payment under this subsection (d).
- to Lead Developer and each of the Performance Milestones described in the foregoing subsections (b)-(d) are "Qualifying Payment Milestones". If this Agreement terminates for any reason other than an LD Event of Default between any of the Qualifying Payment Milestones for any reason other than an LD Event of Default, City will make a partial termination payment (a "Partial Payment") for Lead Developer's Qualified Out-of-Pocket Costs for any Work Materials completed by Lead Developer for the Qualifying Payment Milestone that would have immediately followed the date this Agreement is terminated if (1) Lead Developer has delivered those Work Materials to City within ten (10) Business Days following the termination of this Agreement, (2) those Work Materials comply with all the requirements for them in the attached Appendix B-2, as modified to reflect the early delivery of those Work Materials, and (3) all third parties that prepared any of those Work Materials have consented in writing to the assignment of them to City.

Lead Developer must submit commercially reasonable evidence of its Qualified Out-of-Pocket Costs for these partially-completed Work Materials to City before City is obligated to make any payment under this subsection (e). The amount of the Partial Payment will be the higher of (i) the amount calculated by prorating the termination payment associated with the next Qualifying Payment Milestone at the time this Agreement terminates by the number of days between that next Qualifying Payment Milestone and the immediately preceding Qualifying Payment Milestone, and determining the prorated portion of that next Qualifying Payment Milestone termination payment as of the date of termination, and (ii) the value of the completed or partially completed Work Materials prepared for the PDA Phase during which this Agreement terminates, as reasonably determined by mutual agreement of the Parties based on the percentage of completion of those Work Materials relative to the total amount of Work Materials required during the applicable PDA Phase.

- (f) <u>Electronic Payments</u>. Lead Developer agrees that City's obligation to make any Termination Payment to Lead Developer is conditioned on Lead Developer signing up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. The process to sign up for those electronic payments is described at www.sfcontroller.org/electronic-payments-ach-vendors.
- (g) <u>Survival</u>. The Parties' respective rights and obligations under this <u>Section</u> 16.3 (*Termination Payments*) shall survive any termination of this Agreement.
- 16.4. Termination Notice; Effect of Termination. A Party shall exercise any termination right it has under this Agreement by delivering written notice to the other Party ("Termination Notice"). Following the delivery of a Termination Notice, this Agreement will terminate and each Party will be released from all liability under this Agreement except for any obligations that expressly survive the termination or expiration of this Agreement.
- 16.5. City's Rights Following Termination. If a Termination occurs, City, in its sole discretion, may take any action with respect to the Project Site, including the right to negotiate with another developer for the development of the Project Site, to elect not to pursue any project at the Project Site, or to undertake other efforts with the Project Site including pursuing a new procurement or issuing a new request for proposals. Lead Developer agrees that if this Agreement terminates on its own terms, City shall have the right to elect to negotiate with another Short-Listed Proposer to reprocure the Project, and use the Proposal and the Work Materials submitted by Lead Developer prior to Termination.

16.6. Assignment of Work Materials

- (a) If there is a Termination, Lead Developer must take the following actions within the time periods specified in City's notice:
- (i) assign, at no cost to City, all of its rights under its consulting contracts with Lead Developer Agents, including any rights to use all resulting Work Materials;
- (ii) satisfy all outstanding fees relating to the Work Materials that are then due and payable or will become due and payable for services relating to the Project rendered by any of Lead Developer Agents providing any Work Materials up to the date of Termination and provide written evidence of satisfaction to City; and
- (iii) deliver copies of all Work Materials in the possession of Lead Developer or a Development Team Member or, for materials not in the possession of Lead Developer or a Development Team Member, confirm, on request from the applicable Lead Developer Agents or City, those Lead Developer Agents are authorized to deliver or have delivered from the appropriate parties all Work Materials to City.
- (b) If there is a Termination, and except as provided in <u>Article 11</u> (Intellectual Property), including without limitation Lead Developer's payment of fees, and subject to <u>Section 21.1(g)</u>, City's use, license or other exercise of rights of Intellectual Property subject to <u>Article 11</u> (Intellectual Property) or Work Materials following a Termination shall be at City's risk and Lead Developer neither warrants nor represents that such Intellectual Property or Work Materials are suitable for use without modification for a subsequent purpose, project or procurement.
- (c) Lead Developer's obligations under this <u>Section 16.6</u> (Assignment of Work Materials) shall survive a Termination.

17. INSURANCE

- 17.1. Required Coverage During PDA Term. Without in any way limiting Lead Developer's liability pursuant to <u>Article 21</u> (*Indemnity; Disclaimers; Limitation of Liability*), Lead Developer must maintain or cause to be maintained in force insurance in the following amounts and coverages during the PDA Term:
- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (c) Workers' Compensation, in statutory amounts, with Employers' Liability limits not less than \$1,000,000 for each accident, injury, or illness; provided that Lead Developer shall not be required to carry workers' compensation coverage as long as Lead Developer has no employees.
- (d) Professional Liability Insurance, applicable to Lead Developer's profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Work.
- **17.2.** Endorsements. The insurance described in <u>Section 17.1</u> (*Required Coverage During PDA Term*) shall include the following endorsements:
- (a) The Commercial General Liability policy and the Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of City for all work performed by Lead Developer, its employees, agents and subcontractors under this Agreement.
- (c) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom a claim is made or suit is brought.
- (d) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.
- 17.3. Other Insurance Requirements. The insurance described in <u>Section 17.1</u> (Required Coverage During PDA Term) are subject to the following requirements:
- (a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to City address set forth in Article 23 (*Notices*) below.

- (b) Should any of the required insurance be provided under a claims-made form, Lead Developer shall maintain such coverage continuously throughout the PDA Term and, without lapse, for a period of three years beyond the end of the PDA Term, to the effect that, should occurrences during the PDA Term give rise to claims made after the end of the PDA Term, such claims shall be covered by such claims-made policies.
- (c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- (d) Should any required insurance lapse during the PDA Term, City shall have no obligation to make any termination payments to Lead Developer until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- (e) Before commencing any Work, Lead Developer shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Lead Developer's liability hereunder.
- (f) If Lead Developer will use any Lead Developer Related Entity to provide Work, Lead Developer shall require the Lead Developer Related Entity to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and Lead Developer as additional insureds.

18. ASSIGNMENT AND CHANGES IN OWNERSHIP OF LEAD DEVELOPER

- 18.1. Restrictions on Assignment. Lead Developer acknowledges that City is entering into this Agreement on the basis of the special skills, capabilities, and experience of Lead Developer, the Development Team and the Key Personnel. This Agreement is personal to Lead Developer and, except as provided in this Agreement, may not be assigned, transferred, conveyed, or otherwise disposed of without City's prior consent, which may be withheld in City's sole and absolute discretion; provided, however, that Lead Developer can assign this Agreement to an entity that (i) has Lead Developer as its sole or controlling member or shareholder, (ii) has the minimum assets required for the respondents to the RFP, and (iii) has assumed Lead Developer's agreements with the Development Team Members) and (iv) has the same Guarantor with respect to the Project (an "Approved Subsidiary"). Any assignment, transfer, conveyance, or other disposition of this Agreement in violation of this Section 18.1 (Restrictions on Assignment) will be an incurable LD Event of Default under this Agreement.
- 18.2. Restrictions on Changes in Ownership of Lead Developer. A Change of Control of Lead Developer or an Equity Transfer that results in any Equity Member ceasing to own (directly or indirectly) the same percentage of the issued share capital, partnership or membership interests, as applicable, in Lead Developer that it owned (directly or indirectly) as of Effective Date, shall be subject to City's prior written approval in City's sole discretion.

19. DEFAULT

19.1. LD Event of Default. The occurrence of any of the following events will constitute a default by Lead Developer under this Agreement after the expiration of the applicable cure period, if any (each, an "LD Event of Default"):

- (a) Any fraudulent act, misrepresentation or willful misconduct by any Lead Developer Related Entity with respect to the Proposal, the Project or this Agreement;
- (b) Lead Developer fails to achieve any of the Performance Milestones to be achieved by Lead Developer in the manner and by the Performance Dates described in the attached Appendix B-1, as the Performance Dates may be extended or stayed in accordance with Section 2.9 (Suspension of Obligations), Section 2.10 (Exclusive Negotiations; City's Reserved Rights), or Section 3.1 (PDA Term; Predevelopment Period Extensions), or Section 3.3 (Unavoidable Delays and Regulatory Appeal Delays), as applicable, or extended by City in its sole discretion, if such failure is not cured within ten (10) Business Days after City's notice to Lead Developer, but if the default cannot reasonably be cured within the ten (10) Business Day cure period, Lead Developer will not be in default of this Agreement if Lead Developer commences to cure the default within the ten (10) Business Day cure period and diligently and in good faith prosecutes the cure to completion;
- (c) Lead Developer fails to comply with any other provision of this Agreement or any Early Works Agreement if not cured within ten (10) Business Days after City's notice to Lead Developer, but if the default cannot reasonably be cured within the ten (10) Business Day cure period, Lead Developer will not be in default of this Agreement if Lead Developer commences to cure the default within the ten (10) Business Day cure period and diligently and in good faith prosecutes the cure to completion;
- (d) Any of the representations, warranties or covenants made by Lead Developer or any Guarantor in Section 22.1 (Lead Developer Representations and Warranties) are not true in any material respect throughout the PDA Term;
- (e) A voluntary or involuntary action is filed (i) to have Lead Developer adjudicated insolvent and unable to pay its debts as they mature or a petition for reorganization, arrangement or liquidation under any bankruptcy or insolvency law, or a general assignment by Lead Developer, for the benefit of creditors, or (ii) seeking Lead Developer's reorganization, arrangement, liquidation, or other relief under any law relating to bankruptcy, insolvency, or reorganization or seeking appointment of a trustee, receiver, or liquidator of Lead Developer or any substantial part of Lead Developer's assets or any of the foregoing events occurs with respect to any of the members of Lead Developer, any of the Development Team Members, or any Guarantor, and, in respect of any involuntary action, such action has not been dismissed within 60 days of being filed;
- (f) There is an uncured event of default under any Early Works Agreement or the Access Agreement by Lead Developer or any of the Lead Developer Agents;
- (g) There is a change in the Development Team or Key Personnel without City's consent;
- (h) Lead Developer, its parent company, or their respective members or shareholders, or any of the Development Team Members are debarred or prohibited from doing business with any federal, state or local government agency; or
- (i) Lead Developer fails to comply with <u>Article 15</u> (*Prohibited Actions*) or <u>Section 24.1</u> (*Nondiscrimination in City Contracts and Benefits Ordinance*); or
- (j) Any Guarantor revokes or attempts to revoke its obligations under its Guaranty or otherwise takes the position that such instrument is no longer in full force and effect, and Lead Developer fails to cure such LD Event of Default cured within five (5) Business Days after City's notice to Lead Developer by providing City with alternative security and/or a new

guarantor, which security and/or new guarantor must be in a form satisfactory to City, in its sole discretion.

- 19.2. City Event of Default. The occurrence of any of the following events will constitute a default by City under this Agreement after the expiration of the applicable cure period, if any (each, a "City Event of Default"):
- (a) City's failure to comply with any provision of this Agreement if the failure is not cured within ten (10) Business Days after Lead Developer's notice to City; but if the default cannot reasonably be cured within the ten (10) Business Day cure period, City will not be in default of this Agreement if City commences to cure the default within the ten (10) Business Day cure period and diligently and in good faith prosecutes the cure to completion.
- (b) A voluntary or involuntary action is filed (i) to have City adjudicated insolvent and unable to pay its debts as they mature or a petition for reorganization, arrangement or liquidation under any bankruptcy or insolvency law, or a general assignment by City for the benefit of creditors, or (ii) seeking City's reorganization, arrangement, liquidation, or other relief under any law relating to bankruptcy, insolvency, or reorganization or seeking appointment of a trustee, receiver, or liquidator of City or any substantial part of City's assets.
- (c) Any representation or warranty made by City under this Agreement is false, misleading or inaccurate when made, in each case in any material respect, or omits material information when made.

20. REMEDIES

- 20.1. City's Remedies. Following an LD Event of Default, City may (a) terminate this Agreement by delivery of notice to Lead Developer and, as the termination date specified in that notice (which may be on the delivery of the notice), Lead Developer and City will both be released from all liability under this Agreement (except for those obligations that survive Termination), (b) seek to enforce Lead Developer's indemnity obligations, (c) seek to enforce any Guarantor obligations under the Guarantees, (d) obtain copies and/or assignments of the Work Materials to which City is entitled. These remedies are not exclusive, but are cumulative with any remedies now or later allowed by law or in equity. If an LD Event of Default occurs, Lead Developer and any Guarantor shall be jointly and severally liable to City for all Losses incurred by the City and the City Agents.
- 20.2. Lead Developer's Remedies. Following a City Event of Default, Lead Developer will have the option, as its sole and exclusive remedy at law or in equity, to terminate this Agreement by delivery of notice to City and, as the termination date specified in that notice (which may be on the delivery of the notice), Lead Developer and City will both be released from all liability under this Agreement (except for those provisions that survive Termination, including City's obligations to make any payments to Lead Developer pursuant to Section 16.3 (Termination Payments). Lead Developer waives any and all rights it may now or later have to pursue any other remedy or recover any other damages on account of any City breach or default, including loss of bargain, special, punitive, compensatory or consequential damages. No member, official, agent or employee of City will be personally liable to Lead Developer, or any successor in interest (if and to the extent permitted under this Agreement), due to a City Event of Default or for any amount that may become due to Lead Developer or successor or on any obligations under the terms of this Agreement.

21. INDEMNITY; DISCLAIMERS; LIMITATION OF LIABILITY

- 21.1. Lead Developer's Duty to Indemnify. To the fullest extent permitted by law, and related to facts and circumstances arising from and after the Effective Date, Lead Developer agrees to indemnify and hold City and the City Agents (collectively, the "Indemnified Parties") harmless, and at City's request, defend them from and against any Losses that the Indemnified Parties may incur as a result, directly or indirectly, of any of the following:
- (a) Any injury to or death of a person, including employees of any Indemnified Parties or any Lead Developer Related Entity, and any loss of or damage to property, in each case arising out of Lead Developer's performance of this Agreement, including, but not limited to, Lead Developer's use of facilities or equipment provided by City or others;
- (b) Breach by any Lead Developer Related Entity of Applicable Law, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations;
- (c) Strict liability imposed by any law or regulation arising out of Lead Developer's performance of this Agreement;
- (d) Breach by any Lead Developer Related Entity of any of its obligations or any representation, warranty or covenant under the Agreement or any Early Works Agreement, including Lead Developer's execution of subcontracts or Development Team agreements not in accordance with the applicable requirements of this Agreement;
- (e) Any Lead Developer Related Entity's failure to obtain or comply with the terms and conditions of any Regulatory Approval;
- (f) Any fraud, criminal conduct, intentional misconduct, recklessness, bad faith, gross negligence, negligence or other culpable act or omission of any Lead Developer Related Entity; and
- (g) Any infringement, or alleged infringement, of the proprietary rights, including Intellectual Property rights, of any third party based on or related to the Work, Project, or any Work Materials (i) as delivered to the City, (ii) as intended for use by the City, and (iii) as combined or integrated with City hardware, systems and software for which any Lead Developer Related Entity had a reasonable opportunity to investigate or discover."

The foregoing indemnification includes, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against City. In addition to Lead Developer's obligation to indemnify City, Lead Developer specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Lead Developer by City and continues at all times thereafter.

This indemnification shall apply regardless of whether or not a claim, suit, action, loss or liability was caused in part or contributed to by an Indemnified Party. However, without affecting the rights of City under any provision of this Agreement, Lead Developer shall not be required to indemnify and hold harmless City for liability to the extent caused by (i) the negligence, reckless or willful misconduct, bad faith or fraud of an Indemnified Party; or (ii) City's breach of any of its material obligations under this Agreement. In instances where City is shown to have been actively negligent, reckless, engaged in willful misconduct or acting in bad faith or with fraud and where such City actions account for only a percentage of the liability

involved, the obligation of Lead Developer will be for that entire portion or percentage of liability not attributable to such actions of City.

With respect to Work performed by a design professional as defined in Civil Code Section 2782.8, this indemnification shall apply only to the extent permitted by said Section 2782.8.

Lead Developer's obligations under this <u>Section 21.1</u> (Lead Developer's Duty to Indemnify) will survive the expiration or earlier Termination of this Agreement.

21.2. Disclaimer and Acknowledgement.

- (a) <u>Disclaimer</u>. Except as otherwise provided in this Agreement, City does not represent or warrant, and hereby disclaims: (i) that the information contained in the Reference Documents and in any other reference information is either complete or accurate or suitable for use or that such information is in conformity with the requirements of any Regulatory Approvals or other governmental approvals or rules; (ii) that any itemized list set forth in the Technical Requirements is accurate or complete; (iii) responsibility for the condition of the Project Site; and (iv) responsibility for any Regulatory Agency's failure to issue any required Regulatory Approval.
- (b) Acknowledgement. Lead Developer, on behalf of itself and the Lead Developer Related Entities, and each of their respective successors and assigns, hereby acknowledges (i) City's disclaimers set forth in Section 21.2(a) (Disclaimer); (ii) that Lead Developer previously received the Reference Documents through the RFP, and they were provided for general or reference information only and without any warranty as to their accuracy, completeness or fitness for any particular purpose; and (iii) agrees that the Lead Developer Related Entities shall have no recourse to City for any claim arising out of or relating to the matters set forth in Section 21.2(a) (Disclaimer).

21.3. Limitation of Liability

- (a) Except as provided in <u>Section 21.3(b)</u>, Lead Developer's liability to City for damages, including direct, indirect and consequential damages, arising out of Lead Developer's performance of the Agreement (or failure to perform hereunder) shall be limited to Nine Million Nine Hundred Ninety Thousand Dollars (\$9,990,000) plus the amount of the Continuation Payment if paid.
- (b) The limitation of damages set forth in <u>Section 21.3(a)</u> does not apply to or limit any right of recovery City may have respecting the following:
- (i) Losses arising out of fraud, criminal conduct, intentional misconduct, recklessness, bad faith, or gross negligence on the part of any Lead Developer Related Entity;
- (ii) Lead Developer's indemnities set forth in <u>Section 21.1</u> (Lead Developer's Duty to Indemnify), or elsewhere in the Agreement, for third party claims;
- (iii) Losses arising out of any release of hazardous materials by any Lead Developer Related Entity; and
- (iv) Any liability for any type of damage or loss, to the extent such loss or damage is covered by insurance required under this Agreement or for which Lead Developer was required to provide insurance if coverage is not in force, or is covered by the actual amount of

insurance applicable to the Project and the Work (regardless of whether required to be carried hereunder), whichever is greater.

22. REPRESENTATIONS AND WARRANTIES

- **22.1.** Lead Developer Representations and Warranties. Lead Developer represents, warrants and covenants to City (and will cause its members, on behalf of themselves, to represent, warrant and covenant to City) as follows, as of the date hereof and throughout the PDA Term:
- (a) Valid Existence; Good Standing. Lead Developer is a limited liability company organized under the laws of the State of Delaware. Lead Developer's sole manager and sole member is Plenary Americas US Holdings Inc., which is a corporation duly incorporated and validly existing under the laws of the State of Delaware. Lead Developer has the requisite power and authority to own its property and conduct its business as presently conducted. Lead Developer and its sole manager and sole member have each made the necessary filings with, and are all good standing in, the State of California.
- (b) <u>Business Licenses</u>. Lead Developer and its manager have obtained all licenses required to conduct its business in San Francisco and Lead Developer, its manager, and its member are not in default of any fees or taxes due to the City and County of San Francisco.
- (c) <u>Authority</u>. Lead Developer and its manager each have the requisite power and authority to execute and deliver this Agreement and the agreements contemplated hereby and to carry out and perform all of the terms and covenants of this Agreement and the agreements contemplated hereby to be performed by Lead Developer.
- (d) No Limitation on Ability to Perform. Neither Lead Developer's operating agreement nor any Applicable Law prohibit Lead Developer's entry into this Agreement or its performance hereunder. No consent, authorization or approval of, and no notice to or filing with, any governmental authority, Regulatory Agency or other Person is required for the due execution and delivery of this Agreement by Lead Developer and Lead Developer's performance hereunder, except for consents, authorizations and approvals which have already been obtained, notices which have already been given and filings which have already been made. There are no undischarged judgments pending against Lead Developer, and Lead Developer has not received notice of the filing of any pending suit or proceedings against Lead Developer before any court, Regulatory Agency, or arbitrator, which might materially adversely affect the enforceability of this Agreement or the business, operations, assets or condition of Lead Developer.
- (e) <u>Valid Execution</u>. The execution and delivery of this Agreement and the performance by Lead Developer hereunder have been duly and validly authorized. When executed and delivered by City and Lead Developer, this Agreement will be a legal, valid and binding obligation of Lead Developer.
- (i) do not and will not violate.or result in a violation of, contravene or conflict with, or constitute a default by Lead Developer under (1) any agreement, document or instrument to which Lead Developer is a party or by which Lead Developer is bound, (2) any Law applicable to Lead Developer or its business, or (3) the operating agreement of Lead Developer, and (ii) do not result in the creation or imposition of any lien or other encumbrance upon the assets of Lead Developer, except as contemplated hereby.
- (g) <u>Financial Matters</u>. Lead Developer is not in default under, and has not received notice asserting that it is in default under, any agreement for borrowed money, Lead

Developer has not filed a petition for relief under any Chapter of the U.S. Bankruptcy Code, there has been no event that has materially adversely affected Lead Developer's ability to meet its obligations hereunder, and to the best of Lead Developer's knowledge, no involuntary petition naming Lead Developer as debtor has been filed under any Chapter of the U.S. Bankruptcy Code.

- (h) <u>Warranty of LD Development Program</u>. Lead Developer warrants to City that all the Work will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time they are performed so as to ensure that all performed Work is correct and appropriate for the purposes contemplated in this Agreement.
- (i) <u>Guarantor Valid Existence; Good Standing</u>. Guarantor is duly organized and validly existing under the laws of the State of Delaware, with full power, right, and authority to own its properties and assets and carry on its business as now conducted or proposed to be conducted.
- (j) Enforceability of Guaranty. The Guaranty constitutes the legal, valid and binding obligation of the Guarantor, enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.
- (k) <u>Valid Execution of Guaranty</u>. The execution, delivery and performance of the Guaranty have been duly authorized by all necessary action of Guarantor and will not result in a breach of or a default under Guarantor's organizational documents or any indenture or loan or credit agreement or other material agreement or instrument to which Guarantor is a party or by which its properties and assets may be bound or affected.

22.2. City Representations and Warranties.

- (a) <u>Valid Existence</u>; Good Standing. City is a municipal corporation created and validly existing under the laws of the State of California.
- (b) Authority. City has the requisite power and authority to execute and deliver this Agreement and the Access Agreement and to perform all of the terms and covenants of this Agreement and the agreements contemplated hereby to be performed by City, subject to the terms and conditions of this Agreement.
- (c) <u>Valid Execution</u>. The execution and delivery of this Agreement and the performance by City hereunder have been duly and validly authorized. When executed and delivered by City and Lead Developer, this Agreement will be a legal, valid and binding obligation of City.
- (d) <u>Defaults</u>. The execution, delivery and performance of this Agreement do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default by City under (i) any agreement, document or instrument to which City is a party or by which City is bound, (ii) any law applicable to City, or (ii) the City's Charter.
- (e) <u>Source of Funds</u>. City has adequate sources of funds to perform the payment obligations of City under this Agreement, subject to the requirements of <u>Section 24.15</u> (*Certification of Funds*).
- **22.3.** Survival. The representations and warranties herein will survive any termination of this Agreement.

23. NOTICES.

Any notice given under this Agreement must be in writing delivered in person, by commercial courier, next business day delivery requested, or by registered, certified mail or express mail, return receipt requested, with postage prepaid, to the mailing addresses below. All notices under this Agreement will be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. For the convenience of the Parties, copies of notices may also be given by email to the email address given below but email notice will not be binding on either Party.

The effective time of a notice will not be affected by the receipt of the email copy of the notice. Any mailing address, or email address, may be changed at any time by giving written notice of the change in the manner provided above at least ten (10) days before the effective date of the change.

City: San Francisco Municipal Transportation Agency

1 South Van Ness, 8th Floor San Francisco, CA 94103 Attn: Kerstin Magary

Email: Kerstin.magary@sfmta.com

With a copy to: Office of the City Attorney

City Hall, Room 234

1 Dr. Carlton B. Goodlett Place San Francisco, California 94102-4682 Attn: Real Estate & Finance Group Re: Potrero Yard Modernization Project

Email: Carol.R.Wong@sfcityatty.org

Lead Developer: Potrero Neighborhood Collective LLC

555 W Fifth Street, Suite 3150

Los Angeles, CA 90013 Attn: Stuart Marks

Re: Potrero Modernization Project

Email: Stuart.Marks@plenarygroup.com

With a copy to: Brian Middleton

Potrero Neighborhood Collective LLC

555 W Fifth Street, Suite 3150

Los Angeles, CA 90013

Email: Brian.Middleton@plenarygroup.com

With a copy to: Chris Jauregui

Potrero Neighborhood Collective LLC

555 W Fifth Street, Suite 3150

Los Angeles, CA 90013

Email: Chris.Jauregui@plenarygroup.com

24. CITY REQUIREMENTS

Lead Developer has reviewed, understands, and is ready, willing, and able to comply with the terms and conditions of this Article 24 (City Requirements), which summarizes special City requirements as of the Effective Date, each of which is fully incorporated by reference. Lead Developer acknowledges that City requirements in effect when any Transaction Documents are executed will be incorporated into the Transaction Documents, as applicable, and will apply to all contractors, subcontractors, and any other Lead Developer Related Entities, as applicable. City requirements of general applicability will apply to the Project even if not summarized below.

The following summary is for Lead Developer's convenience only; Lead Developer is obligated to become familiar with all applicable requirements and to comply with them fully as they are amended from time to time. City ordinances are currently available on the web at www.sfgov.org. References to specific laws in this Article 24 (City Requirements) refer to the San Francisco Municipal Code unless specified otherwise. Capitalized terms used in this Article 24 (City Requirements) and not defined in this Agreement will have the meanings assigned to them in the applicable Section of the San Francisco Municipal Code.

24.1. Nondiscrimination in City Contracts and Benefits Ordinance.

- (a) Non-Discrimination in Contracts. Lead Developer shall comply with the provisions of Chapters 12B and 12C of the Administrative Code, which are incorporated into this Agreement by this reference. Lead Developer shall incorporate by reference in all Subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the Administrative Code and shall require all subcontractors to comply with such provisions. Lead Developer is subject to the enforcement and penalty provisions in Chapters 12B and 12C.
- (b) Non-Discrimination in the Provision of Employee Benefits. Lead Developer does not as of the date of this Agreement, and will not during the PDA Term, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.
- 24.2. Requiring Health Benefits for Covered Employees. All undefined, initially-capitalized terms used in this Section 24.2 (Requiring Health Benefits for Covered Employees) shall have the meanings given to them in Administrative Code Chapter 12Q (the "HCAO"). If the HCAO applies to this Agreement, Lead Developer shall comply with the requirements of the HCAO. For each Covered Employee, Lead Developer shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Lead Developer chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the HCAO, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Lead Developer is subject to the enforcement and penalty provisions in the HCAO. Any Subcontract entered into by Lead Developer shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section 24.2 (Requiring Health Benefits for Covered Employees).
- 24.3. Minimum Compensation Ordinance. If San Francisco Administrative Code Chapter 12P applies to this Agreement, Lead Developer shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P

("Chapter 12P"), including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Lead Developer is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Lead Developer is required to comply with all of the applicable provisions of Chapter 12P, irrespective of the listing of obligations in this Section 24.3 (Minimum Compensation Ordinance). By signing and executing this Agreement, Lead Developer certifies that it complies with Chapter 12P.

24.4. Prevailing Rate of Wages and Working Conditions.

- (a) <u>Covered Services</u>. Lead Developer agrees it will pay, and require the Lead Developer Agents to pay, the Prevailing Rate of Wages for any Project construction, asset management work or other covered work or improvements performed by Lead Developer or the Lead Developer Agents ("Covered Services"), including any trade work for the Project performed by or for Lead Developer during the PDA Term. The provisions of Section 6.22(e) of the San Francisco Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Lead Developer and the Lead Developer Agents.
- Wages for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the PDA Term, are hereby incorporated as provisions of this Agreement. Copies of the Prevailing Rate of Wages as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement ("OLSE") and on the Internet at http://www.dir.ca.gov/DLSR/PWD and http://sfgov.org/olse/prevailing-wage. Lead Developer agrees that it and the Lead Developer Agents will pay no less than the Prevailing Rate of Wages, as fixed and determined by the Board of Supervisors, to all workers who perform Covered Services and are employed by Lead Developer or the Lead Developer Agents.
- (c) <u>Subcontract Requirements</u>. As required by Section 6.22(e)(5) of the San Francisco Administrative Code, Lead Developer shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general the Prevailing Rate of Wages as fixed and determined by the Board of Supervisors for such labor or services.
- (d) <u>Posted Notices</u>. As required by Section 1771.4 of the California Labor Code, Lead Developer shall post job site notices prescribed by the California Department of Industrial Relations ("DIR") at all job sites where Covered Services are to be performed.
- (e) Payroll Records. As required by Section 6.22(e)(6) of the San Francisco Administrative Code and Section 1776 of the California Labor Code, Lead Developer shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such

records shall at all times be available for inspection of and examination by City and its authorized representatives and the DIR.

- Francisco Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Lead Developer and each subcontractor performing Covered Services shall submit certified payrolls to City and to the DIR electronically. Lead Developer shall submit payrolls to City via the reporting system selected by City. The DIR will specify how to submit certified payrolls to it. City will provide basic training in the use of the reporting system at a scheduled training session. Lead Developer and all subcontractors that will perform Covered Services must attend the training session. Lead Developer and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to City.
- Compliance Monitoring. Covered Services to be performed under this (g) Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and/or the OLSE. Lead Developer and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the San Francisco Administrative Code. Steps and actions include but are not limited to requirements that: (i) Lead Developer will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Lead Developer by the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) Lead Developer agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of Lead Developer, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) Lead Developer shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of Lead Developer as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter and applicable to this Agreement. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.
- (h) Remedies. Should Lead Developer, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Lead Developer shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Lead Developer and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in San Francisco Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. City, when certifying any payment, which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.
- 24.5. Local Hire. Lead Developer agrees to comply with the Local Hiring Policy for Construction set forth in San Francisco Administrative Code Chapter 82 (the "Local Hiring Policy") in the performance of any Work that is construction, asset management, and other

covered work or improvement ("Covered Work"). Before starting any Covered Work, Lead Developer shall contact OEWD to verify the Local Hiring Policy requirements that apply to the Covered Work and Lead Developer shall comply with all such requirements. Failure to comply shall be deemed a breach of this Agreement, and Lead Developer may also be liable for penalties as set forth in the Local Hiring Policy. Without limiting the foregoing:

- (a) For Covered Projects that exceed \$750,000, Lead Developer shall comply with the applicable mandatory participation levels for Project Work Hours performed by Local Residents, Disadvantaged Workers, and Apprentices as set forth in Section 6.22(G)(4).
- (b) For Covered Projects that exceed \$1,000,000, Lead Developer shall prepare and submit to OEWD for approval a local hiring plan as set forth in Section 6.22(G)(6).
- (c) Lead Developer shall comply with the applicable record keeping and reporting requirements and shall cooperate in City inspections and audits for compliance with the Local Hiring Policy.

Any capitalized term used in this <u>Section 24.5</u> (*Local Hire*) that is not defined will have the meaning given to such term in the Local Hiring Policy.

24.6. First Source Hiring; SFMTA Trainee Hiring Program.

- (a) First Source Hiring Program. Lead Developer must comply with the First Source Hiring Program requirements for the Work it performs under this Agreement set forth in the attached Attachment 2 and comply with the requirements of all of the provisions of Chapter 83 of the San Francisco Administrative Code for any Covered Work. Lead Developer is subject to the enforcement and penalty provisions in Chapter 83 for that work. Lead Developer and the Development Team Members must hire a minimum number of professional service trainees in the area of that party's expertise in any Covered Work. These hires count toward the First Source Hiring Program requirements. Trainees may be obtained through the City's One Stop Employment Center, which works with various employment and job training agencies/organizations or other employment referral source.
- Training Program, City requires that Lead Developer cause a minimum number of professional service trainees in the area of the expertise of Lead Developer or the Development Team members to be hired during the PDA Term. The Project Agreement and the HCC Agreements also must require the Principal Project Company and the Housing Project Company, respectively, to cause a minimum number of professional service trainees in the area of the expertise of the Principal Project Company and the Housing Project Company to be hired during the term of any agreement between City and Principal Project Company, and City and any Housing Project Company, for the Project. If a person hired by Lead Developer, a Development Team member, the Principal Project Company, or a Housing Project Company for the Project through the First Source Hiring Program also meets the trainee requirements described below, that person will be counted toward these trainee hiring requirements. Trainees may be obtained through the City's One Stop Employment Center, which works with various employment and job training agencies/organizations or other employment referral source.

Lead Developer must cause at least four (4) trainees to be hired during the PDA Term by the times and for the areas specified in the attached <u>Attachment 1</u>. Lead Developer must cause trainees for any professional services performed under any Early Works Agreement to be hired during the term of those agreements, using no less than the number of trainees required under the SFMTA Trainee Hiring Program (based on the projected cost of professional services under the applicable agreement). Any agreement between the Principal Project

Company and City, or between a Housing Project Company and City, for the Project, including the Project Agreement, and the HCC Agreement, must require that during the term of that agreement, the Principal Project Company and the Housing Project Company, respectively, cause trainees to be hired for any professional services performed for the Project under that agreement, using no less than the number of trainees required by the SFMTA Trainee Hiring Program (based on the projected cost of professional services under the applicable agreement).

The following requirements apply to the trainees:

- 1. The trainee must be hired by the party providing professional services for the Project.
- 2. No trainee may be counted towards meeting more than one contract requirement. For example, if City and Lead Developer enter into the PDA and an Early Works Agreement, any trainee hired for the PDA services would not count toward the trainee hiring requirement for the Early Works Agreement.
- 3. A trainee must meet enrollment qualifications established under the City's First Source Hiring Program as follows:
- a. "Qualified" with reference to an economically disadvantaged individual shall mean an individual who meets the minimum bona fide occupational qualifications provided by the prospective employer to the San Francisco Workforce Development System in the job availability notices required by the First Source Hiring Program.
- b. "Economically disadvantaged individual" shall mean an individual who is either (i) eligible for services under the Workforce Investment Act of 1988 (29 U.S.C. 2801 et seq.), as determined by the San Francisco Private Industry Council; or (ii) designated "economically disadvantaged" by the FS First Source Hiring Program HP administration, which means an individual who is at risk of relying upon, or returning to, public assistance.
- c. "On-the-job training" means the hiring party hire the trainee on a full-time basis for at least 12 months or on a part-time basis for 24 months (using the full-time or part-time definition of the employer hiring that trainee), with prior approval offering him/her on-the-job training that allows the trainee to progress on a career path.
- 4. Before a trainee is hired, Lead Developer, the Principal Project Company, or the Housing Project Company, as applicable, shall submit for City's approval a description and summary of training proposed for that trainee, along with the rate of pay for the position.
- 5. The trainee's commitment does not require that he/she is used only on this Project; the trainee may also be used on other Lead Developer, Principal Project Company, or Housing Project Company projects that may be appropriate for the trainee's skill development.

Lead Developer must work with the SFMTA Employment Training Program during the PDA Term to develop a trainee plan (the "PA Trainee Plan") that will apply to the term of any agreement between the Principal Project Company and City for the Infrastructure Facility, and to the term of any agreement between Housing Project Company and City for the Housing and Commercial Component, and those agreements will include the obligation to hire trainees as described in the PA Trainee Plan.

24.7. Prohibition on Use of Public Funds for Political Activity. In performing the Work, Lead Developer shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to

participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Lead Developer is subject to the enforcement and penalty provisions in Chapter 12G

24.8. Consideration of Salary History. Lead Developer shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Lead Developer is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Lead Developer is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Lead Developer is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section 24.8 (Consideration of Salary History).

24.9. Consideration of Criminal History in Hiring and Employment Decisions.

- (a) Lead Developer agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Lead Developer is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section 24.9 (Consideration of Criminal History in Hiring and Employment Decisions). Capitalized terms used in this Section 24.9 (Consideration of Criminal History in Hiring and Employment Decisions.) and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.
- (b) The requirements of Chapter 12T shall only apply to a Lead Developer's or its Agent's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.
- 24.10. Resource Efficiency Requirements. The Project will be subject to Chapter 7 of the San Francisco Environment Code. Accordingly, the Project must meet certain resource efficient requirements. Lead Developer agrees that it will design the Project to comply with Chapter 7 of the San Francisco Environment Code, as may be amended from time to time, or any similar law.
- 24.11. MacBride Principles Northern Ireland. City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

- 24.12. Notification of Limitations on Contributions. Lead Developer acknowledges its obligations under Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date City approves the contract. The prohibition on contributions applies to (a) each prospective party to the contract, (b) each member of the contractor's board of directors, the contractor's chairperson, chief executive officer, chief financial officer and chief operating officer, (c) any person with an ownership interest of more than ten percent (10%) in the contractor, (d) any subcontractor listed in the bid or contract, and (e) any committee that is sponsored or controlled by the contractor. Lead Developer certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted the Proposal, and has provided the names of the persons required to be informed to City.
- **24.13.** Sunshine Ordinance. In accordance with Administrative Code Section 67.24(e), contracts, contractors' bids, leases, agreements, responses to requests for proposals, and all other records of communications between City and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided to City that is within the scope of this Section 24.13 (Sunshine Ordinance) will be made available to the public upon request.
- **24.14.** Conflicts of Interest. Lead Developer acknowledges that it is familiar with the provisions of San Francisco Charter, Article III, Chapter 2, Section 15.103 of the City's Campaign and Governmental Conduct Code, and California Government Code Sections 87100 et seq. and Sections 1090 et seq., certifies that it does not know of any facts that would constitute a violation of these provisions, and agrees that if Lead Developer becomes aware of any such fact during the PDA Term, Lead Developer will notify City immediately.
- 24.15. Certification of Funds. This Agreement is subject to the fiscal provisions of the City's Charter and the budget decisions of its Mayor and Board of Supervisors, each acting in its sole discretion. No funds will be available hereunder until prior written authorization certified by the City's Controller. The Controller cannot authorize payments unless funds have been certified as available in the budget or in a supplemental appropriation. This Agreement shall automatically terminate, without liability to City, if funds are not properly appropriated or certified by the Controller. City's obligations hereunder shall never exceed the amount certified by the Controller for the purpose and period stated in such certification. City, its employees and officers are not authorized to offer or promise any additional funding that would exceed the Termination Payment described in Section 16.3 (Termination Payments). Such additional funding requires lawful approval and certification by the Controller. Without such lawful approval and certification, City shall not be required to provide such additional funding.
- **24.16.** Art Commission Design Review; Art Enrichment Allocation. The Facility will be subject to the requirements of San Francisco Charter Section 5.103 and Administrative Code Section 3.19. Lead Developer must work with the San Francisco Arts Commission, in

consultation with the City, to design and build the Facility in compliance with those requirements.

25. DISPUTE RESOLUTION PROCEDURES

- 25.1. General. All Disputes shall be subject to the Dispute Resolution Procedures set forth in this Article 25 (Dispute Resolution Procedures), except for any decision, determination, judgment or other action of City that the Agreement states is subject to City's sole or absolute discretion (in which case the decision, determination, judgment or other action shall be final, binding and not subject to dispute resolution and shall not constitute a basis for any claim for additional monetary compensation, time extension or any other relief); and except for any other matter for which the Agreement expressly provide otherwise. The Parties agree to use reasonable efforts to resolve any Disputes under this Article 25 (Dispute Resolution Procedures) as quickly as possible.
- 25.2. Claims. Any claim by Lead Developer must be submitted to City in writing within ten (10) days after the occurrence of the event or condition giving rise to the potential claim, and the written submittal shall include the reasons Lead Developer believes the claim is valid and shall identify any additional compensation and/or time claimed, the elements of the Work affected by the event or condition giving rise to the claim, Lead Developer's proposed interpretation of Agreement terms, and other legal, equitable, or contractual relief claimed. Lead Developer shall also furnish any additional information relating to the claim as City may require to evaluate the claim. Failure to comply with these requirements shall constitute a waiver by Lead Developer of any right, equitable or otherwise, to bring any such claim against City.
- 25.3. City Response to Lead Developer's Claim. Within thirty (30) days of receipt of a claim, City shall render a decision or the Parties shall mutually agree to a date by which City will render a decision with respect to the claim. If no decision is made and no date is agreed within thirty (30) days of City's receipt of the claim, the claim shall be deemed rejected by City.
- 25.4. Informal Dispute Resolution. If Lead Developer wishes to dispute City's decision under Section 25.3 (City Response to Lead Developer's Claim) (including a deemed rejection of a claim), or if a Dispute arises that does not involve a claim, the Parties shall use their best efforts to resolve such Dispute by submission of the Dispute to the City Project Director and the LD Project Director for resolution. If a Dispute cannot be resolved at this administrative level, then the Parties shall present the Dispute to the Director of Transportation or his duly authorized representative and to an equivalent executive officer with the Lead Developer for resolution. If the Dispute cannot be resolved at this executive level, the Parties may mutually agree to proceed in accordance with Section 25.5 (Mediation).

25.5. Mediation.

- ("Mediation") by delivering a written request for Mediation ("Mediation Request") to the other Party. The Mediation Request must include a summary of the Dispute and the position of the Party submitting the request, together with any backup information or documentation that Party elects to provide. Within fifteen (15) days after receipt of the Mediation Request, the responding Party may agree to meet and confer promptly with the requesting Party to attempt to resolve the Dispute. In the absence of such agreement, or if the meet and confer does not resolve the matter promptly, the Party who requested Mediation may submit the Dispute for Mediation to JAMS in the City and County of San Francisco.
- (b) <u>Selection of Mediator and Process</u>. The Parties will cooperate with JAMS and with one another in selecting a mediator from a JAMS panel of neutrals and in scheduling

the Mediation proceedings as quickly as feasible. The Parties agree to participate in the Mediation in good faith. Neither Party may commence or if commenced, continue, a civil action with respect to a Dispute submitted to Mediation until after the completion of the initial Mediation session. The initial Mediation session must occur within 30 days of the date that the Dispute was submitted for Mediation to JAMS, or within such other time period as may be agreed by the Parties. The Parties will each pay their own costs and expenses in connection with the Mediation, and the Party that requested Mediation will pay all costs and fees of the mediator. Without limiting the foregoing, the provisions of Sections 703.5 and 1115 through 1128 of the California Evidence Code, inclusive, will apply in connection with any Mediation.

- (c) <u>Use of Evidence</u>. The provisions of Sections 1152 and 1154 of the California Evidence Code will apply to all settlement communications and offers to compromise made during the Mediation.
- (d) Other Remedies. If the Dispute cannot be resolved through Mediation, each Party may pursue any rights and remedies available at law or under this Agreement.
- **25.6.** Continuing Performance. Lead Developer shall proceed diligently with performance of this Agreement pending resolution of any Dispute, appeal, or action ensuing under this Agreement, including all Work that is the subject of any Dispute, except for any performance City determines in writing should be delayed, suspended, or terminated as a result of such Dispute. City will continue to perform its obligations for undisputed amounts.

26. MISCELLANEOUS

- **26.1.** Compliance with Law. Lead Developer shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the Project or the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time. To the extent the Finance Plan approved by City includes any federal or state funding that prohibit any of City's contracting requirements in Article 24 (City Requirements), City agrees such requirements will be waived.
- **26.2.** California Law. This Agreement must be construed and interpreted in accordance with the laws of the State of California and the City's Charter.
- 26.3. Entire Agreement. This Agreement contains all of the representations and the entire agreement between the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to its subject matter are superseded by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed version of this Agreement may be introduced as evidence in any litigation or other dispute resolution proceeding by any party or other person, and no court or other body should consider those drafts in interpreting this Agreement.
- **26.4.** Amendments. No amendment to this Agreement will be valid unless it is in writing and signed by all of the Parties.
- 26.5. Severability. Except as otherwise specifically provided in this Agreement, a judgment or court order invalidating any provision of this Agreement, or its application to any person, will not affect any other provision of this Agreement or its application to any other person or circumstance, and the remaining portions of this Agreement will continue in full force and effect, unless enforcement of this Agreement as invalidated would be unreasonable or

grossly inequitable under all of the circumstances or would frustrate the purposes of this Agreement.

- 26.6. No Party Drafter; Captions. The provisions of this Agreement will be construed as a whole according to their common meaning and not strictly for or against any party in order to achieve the objectives and purposes of the Parties. Any caption preceding the text of any Section, paragraph or subsection or in the table of contents is included only for convenience of reference and will be disregarded in the construction and interpretation of this Agreement.
- 26.7. Interpretation. Whenever required by the context, the singular shall include the plural and vice versa, the masculine gender shall include the feminine or neuter genders, and vice versa, and defined terms encompass all correlating forms of the terms (e.g., the definition of "waive" applies to "waiver," waived," waiving"). In this Agreement, the terms "include," "included" and "including" will be deemed to be followed by the words "without limitation" or "but not limited to." Provisions in this Agreement relating to number of days are calendar days unless otherwise specified, but if the last day of any period to give notice, reply to a notice, or to undertake any other action does not occur on a Business Day, then the last day for undertaking the action or giving or replying to the notice will be the next succeeding Business Day.
- 26.8. Waiver. None of the following will constitute a waiver of any breach under, or of City's right to demand strict compliance with, this Agreement: (a) City's failure to insist upon Lead Developer's strict performance of any obligation under this Agreement; or (b) City's failure to exercise any right, power, or remedy arising from Lead Developer's failure to perform its obligations for any length of time. City's consent to or approval of any act by Lead Developer requiring City's consent or approval may not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act by Lead Developer. Any waiver by City of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.
- **26.9.** No Brokers. Each Party represents that it has not engaged a broker or finder in connection with this Agreement or any of the Transaction Documents.
- **26.10.** Time is of the Essence. Time is of the essence for each provision of this Agreement, including performance of the Performance Milestones.
- **26.11.** No Recording. Neither this Agreement nor any memorandum or short form thereof may be recorded by Lead Developer.
- 26.12. Notification of Legal Requests. Lead Developer shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to any City Confidential Information or City Data or that in any way might reasonably require access to the City Confidential Information or City Data, and in no event later than 24 hours after it receives the Legal Request. Lead Developer shall not respond to Legal Requests without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Lead Developer shall retain and preserve the City Confidential Information and City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Lead Developer, independent of where the City Confidential Information or City Data is stored.
- 26.13. Joint and Several Liability. If Lead Developer is a joint venture or partnership, each venturer or partner will be jointly and severally liable for Lead Developer's obligations under this Agreement and City shall have no obligation to provide written notice of any Lead Developer default or failure under this Agreement to each venturer or partner.

- 26.14. Relationship of the Parties. Lead Developer, the Lead Developer Agents and their employees (collectively, the "Developer Parties") are and shall at all times be and remain independent from City and none shall be deemed to be an agent or an employee of City. Nothing in this Agreement shall be construed to place the Parties in the relationship of partners or joint ventures. Neither Party shall have any right or power to obligate or bind the other in any manner whatsoever. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any third party. City is not a fiduciary and has no special responsibilities to Lead Developer beyond the obligations expressly set forth in this Agreement.
- **26.15.** Independent Contractor. Lead Developer acknowledges and agrees that at all times, each of the Developer Parties shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which they perform the services and work Lead Developer is required to perform under this Agreement. Lead Developer agrees that none of the Developer Parties will (i) represent or hold themselves out to be employees of the City at any time, (ii) have employee status with City, and (iii) be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Lead Developer acknowledges and agrees it is liable for the acts and omissions of itself and any of the other Developer Parties. Lead Developer shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to the performance of any the Work by any of the Developer Parties. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and any of the Developer Parties. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of the Work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which any of the Developer Parties performs work under this Agreement. Lead Developer agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Lead Developer's compliance with this Section 26.15 (Independent Contractor). If City determines that Lead Developer or any of the other Developer Parties is not performing in accordance with the requirements of this Section 26.15 (Independent Contractor), City shall provide Lead Developer with written notice of that deficiency. Lead Developer shall remedy the deficiency within five (5) Business Days of Lead Developer's receipt of such notice; provided, however, that if City believes that an action of Lead Developer or any of the other Developer Parties warrants immediate remedial action by Lead Developer, City shall contact Lead Developer and provide Lead Developer in writing with the reason for requesting such immediate action. Lead Developer's failure to timely remediate, or cause any of the other Developer Parties to remediate, the deficiency described in the writing shall be a breach of Lead Developer's obligations under this Agreement.
- 26.16. Counterpart Signatures and Electronic Delivery. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which together shall be deemed to constitute a single agreement. A signature delivered on any counterpart by facsimile or other electronic means shall for all purposes be deemed to be an original signature to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Lead Developer and City have executed this Agreement as of the last date written below.

| LEAD DEVELOPER: | POTRERO NEIGHBORHOOD COLLECTIVE LLC, a limited liability company organized under the laws of the State of Delaware. |
|-------------------------------------|--|
| | By: Name: Its: Date: |
| CITY: | CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, operating by and through the San Francisco Municipal Transportation Agency By: Jeffrey Tumlin Director of Transportation Date: November 2 2022 |
| APPROVED AS TO FORM: | |
| David Chiu, City Attorney | |
| By: Carol Wong Deputy City Attorney | |

Lead Developer and City have executed this Agreement as of the last date written below.

| LEAD DEVELOPER: | POTRERO NEIGHBORHOOD COLLECTIVE LLC, a limited liability company organized under the laws of the State of Delaware. |
|-------------------------------------|---|
| | By: Name: Stuart Marks Its: Vice President Date: October 24, 2022 |
| CITY: | CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, operating by and through the San Francisco Municipal Transportation Agency |
| | By: Jeffrey Tumlin Director of Transportation |
| | Date: |
| APPROVED AS TO FORM: | |
| David Chiu, City Attorney | |
| By: Carol Wong Deputy City Attorney | |

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SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS

RESOLUTION No. 200407-035

WHEREAS, The Potrero Yard Modernization Project (Project) includes the simultaneous development and construction of a modern bus storage and maintenance facility with multi-family housing constructed above the facility; and,

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) will deliver the Project under its Building Progress Program and consistent with the citywide Public Land for Housing initiative, which encourages joint development opportunities for housing on public sites; and,

WHEREAS, Based on the Project's public and private features, staff have determined it is appropriate and in the City's best interest to deliver the Project utilizing a joint development procurement method; and,

WHEREAS, The joint development solution provides for a single point-of-responsibility for managing project complexity and contractors (e.g., design-build contractors, maintenance contactors for private housing development), financing, and successfully delivering the Project; and,

WHEREAS, The SFMTA has partnered with the Department of Public Works to deliver the Project and plans to issue a Request for Qualifications and subsequent Request for Proposals to procure the services of a joint development partner.

WHEREAS, The SFMTA requires a project-specific ordinance from the Board of Supervisors because existing authority to utilize the joint development procurement method does not currently exist in the Administrative Code.

WHEREAS, The project-specific ordinance is required before the SFMTA and Department of Public Works issue the RFP for the joint development services in the summer of 2020.

WHEREAS, In November 2019 a project application for the Project was submitted to the San Francisco Planning Department to initiate environmental review of the Project under the California Environmental Quality Act (CEQA); and,

WHEREAS, On March 13, 2020, the SFMTA, under authority delegated by the Planning Department, determined that Project Specific Legislation for Potrero Yard Modernization Project is are not a "project" under the CEQA pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the SFMTA to use a joint development procurement method for the Potrero Yard Modernization Project; and be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to seek approval from the Board of Supervisors for a Project-specific ordinance to implement the joint development procurement method in a manner that is most efficient for the Project.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of April 7, 2020.

Romer Secretary to the Board of Directors

San Francisco Municipal Transportation Agency

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS

RESOLUTION No. 221101-105

WHEREAS, The Potrero Yard Modernization Project (Project) includes the simultaneous development and construction of a facility (Facility) with a modern bus storage and maintenance component (Bus Yard Component) and, if feasible, a multi-family housing and commercial component (Housing Component); and,

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) will deliver the Bus Yard Component under its Building Progress Program and, if feasible, pursue the Housing Component consistent with the citywide Public Land for Housing initiative, which encourages joint development opportunities for housing on public sites; and,

WHEREAS, Based on the Project's public and private features, staff have determined it is appropriate and in the City's best interest to deliver the Project utilizing a joint development procurement method; and,

WHEREAS, The joint development solution provides for a single point-of-responsibility for managing project complexity and contractors (e.g., design-build contractors, maintenance contactors for private housing development), financing, and successfully delivering the Project; and,

WHEREAS, The SFMTA and San Francisco Public Works (SFPW) partnered to procure a developer to design, build, and finance the Facility, operate the Housing Component, and maintain certain Facility infrastructure elements; and,

WHEREAS, In November 2019, the SFMTA submitted a project application for the Project to the San Francisco Planning Department (Planning Department) to initiate environmental review of the Project under the California Environmental Quality Act (CEQA); and,

WHEREAS, A Request for Qualifications for the Project was issued on August 21, 2020, and three of the responding teams (Potrero Mission Community Partners, Potrero Neighborhood Collective, and Potrero Yard Community Partners) were short-listed; and,

WHEREAS, On April 7, 2020, the SFMTA Board approved Resolution 200407-035, authorizing the SFMTA to use a joint development procurement method to deliver the Project and seek approval from the Board of Supervisors (BOS) for that method; and,

WHEREAS, On March 16, 2021, the BOS adopted Ordinance 38-21 to approve a joint development delivery method and a best-value selection of the developer for the Project and exempted various Project agreements from certain San Francisco Administrative Code requirements that are

inconsistent with the joint development delivery method, with the ordinance being signed by the Mayor and effective on April 25, 2021; and,

WHEREAS, A Request for Proposals for the Project (RFP) was released to the three short-listed teams on April 9, 2021 (RFP), with proposals due December 30, 2021, and all three short-listed teams submitting timely proposals; and,

WHEREAS, The Project's Draft Environmental Impact Report (DEIR) was published by the Planning Department on June 30, 2021, reviewed by the Historic Preservation Commission on August 4, 2021, and reviewed by the Planning Commission on August 26, 2021, and the public comment period closed on August 31, 2021, and the SFMTA anticipates bringing the Environmental Impact Report to the Planning Commission for approval in 2023, after including updated Project details, responding to all comments received to the DEIR, and otherwise complying with all relevant CEQA Guidelines; and,

WHEREAS, On March 1, 2022, the SFMTA Board adopted Resolution 220301-017 to approve the form of Predevelopment Agreement (Form PDA) for the Project, with a term that will not exceed 568 days, a potential termination payment that will not exceed \$9,990,000, and if approved by the Board of Supervisors, a potential continuation payment of \$4,000,000; and,

WHEREAS, In March of 2022, the SFMTA completed its evaluation of the submitted RFP proposals and determined that two proposers (Qualified Proposers) submitted responsive proposals that passed all administrative pass-fail criteria, and those Qualified Proposers were Potrero Mission Community Partners, led by John Laing Group and Edgemoor Infrastructure & Real Estate, and Potrero Neighborhood Collective (PNC), led by Plenary Americas US Holdings Inc. (Plenary); and,

WHEREAS, On May 26, 2022, the SFMTA exercised its RFP right to request proposal revisions ("Proposal Revisions") from the Qualified Proposers so they could better align their proposals with the SFMTA's stated Project goals and offer the best value to the SFMTA and City with respect to the Project; and,

WHEREAS, The Form PDA was modified in the request for Proposal Revisions to increase a continuation payment from \$4,000,000 to \$4,350,000; and,

WHEREAS, The SFMTA received a timely Proposal Revision from PNC on July 20, 2022, and based on evaluation of the submitted Proposal Revision, the SFMTA selected PNC as the preferred proposer to enter into the PDA on September 12, 2022, and after selecting PNC as the preferred proposer, the SFMTA further modified the Form PDA to include details and commitments from PNC's RFP proposal (Final PDA) and PNC submitted the required post-selection deliverables; and,

WHEREAS, On October 17, 2022, the SFMTA issued a notification of intent to award the Final PDA and issued a public announcement naming the PNC as the preferred proposer and as permitted in the RFP, PNC created Potrero Neighborhood Collective, LLC (Lead Developer), which has Plenary as its sole member, to be the developer under the Final PDA; and,

WHEREAS, The SFMTA is requesting the SFMTA Board of Directors to authorize the Director of Transportation to execute the Final PDA with the Lead Developer; and,

WHEREAS, The Final PDA sets the terms for the parties' negotiation of the future agreements for the delivery of the Project and outlines the Project predevelopment activities to be performed by the Lead Developer; and,

WHEREAS, The SFMTA can terminate the PDA at any time for convenience, and if the PDA terminates for any reason other than the Lead Developer's default or the parties' execution of the agreements for the delivery of the Project, the PDA includes a termination payment to the Lead Developer in the amount described in the form of PDA presented to the SFMTA Board, which shall not exceed \$9,990,000; and,

WHEREAS, If there is final certification of the environmental impact report for the Project under CEQA and final adoption of the special use district, conditional use authorization, General Plan Referral, and related General Plan amendments needed for the Project, the Lead Developer's PDA obligations will suspend unless the SFMTA elects, in its sole discretion, to issue a notice for the Lead Developer to continue the PDA work (Continuation Notice); and,

WHEREAS, If the SFMTA issues the Continuation Notice, it must pay the Lead Developer a continuation payment of \$4,350,000 (Continuation Payment) and the SFMTA cannot make the Continuation Payment without the prior approval from the Board of Supervisors under Section 9.118 of the San Francisco Charter, so the SFMTA will not issue the Continuation Notice without first obtaining the prior approval for the Continuation Payment from the Board of Supervisors; and,

WHEREAS, The PDA should be executed as soon as possible to meet the November 30, 2027, deadline for substantial completion of the Bus Yard Component and the infrastructure it shares with the Housing Component; and,

WHEREAS, On October 6, 2022, the SFMTA, under authority delegated by the Planning Department, determined that the Potrero Yard Modernization Project Predevelopment Agreement is not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to execute a Predevelopment Agreement with Potrero Neighborhood Collective, LLC for the Potrero Yard Modernization Project, with a term that will not exceed 568 days, a potential termination payment that will not exceed \$9,990,000, and if approved by the Board of Supervisors, a potential continuation payment of \$4,350,000.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of November 1, 2022.

Secretary to the Board of Directors

San Francisco Municipal Transportation Agency



PLANNING COMMISSION MOTION NO. 21483

HEARING DATE: JANUARY 11, 2024

Record No.: 2019-021884ENV

Project Address: 2500 MARIPOSA STREET (SFMTA's Potrero Modernization Project)

Zoning: P (Public) Zoning District

65-X Height and Bulk District

Block/Lot: 3971 / 001 **Project Sponsor:** Chris Jauregui

Company: Plenary Americas, Potrero Neighborhood Collective LLC

Address: 555 W. Fifth St., Suite 3150

City, State: Los Angeles, CA

Property Owner/

Sponsor: City and County of San Francisco, San Francisco Municipal Transportation Agency (SFMTA)

Address: 1 S. Van Ness Ave, 7th Floor **City, State:** San Francisco, CA 94103

Staff Contact: Gabriela Pantoja, Senior Planner

<u>Gabriela.Pantoja@sfgov.org,</u> (628) 652-7380 Jennifer McKellar, Senior Environmental Planner <u>Jennifer.McKellar@sfgov.org</u>, (628) 652-7380

ADOPTING FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING FINDINGS OF FACT, FINDINGS REGARDING SIGNIFICANT AND UNAVOIDABLE IMPACTS, EVALUATION OF MITIGATION MEASURES AND ALTERNATIVES, AND A STATEMENT OF OVERRIDING CONSIDERATIONS RELATED TO APPROVALS FOR SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY (SFMTA) POTRERO YARD MODERNIZATION PROJECT LOCATED AT 2500 MARIPOSA STREET, LOT 001 ON ASSESSOR'S BLOCK 3971, WITHIN THE P (PUBLIC) ZONING DISTRICT AND 65-X HEIGHT AND BULK DISTRICT.

PREAMBLE

The SFMTA Potrero Modernization Project (hereinafter "Project") refers to either the Refined Project or the Paratransit Variant as described below at 2500 Mariposa Street, Assessor's Parcel Block 3971 Lot 001 (hereinafter "Project Site"), in the northeast portion of San Francisco's Mission District near the South of Market and Potrero Hill neighborhoods.

The Refined Project will replace SFMTA's Potrero Trolley Coach Division Facility at 2500 Mariposa St. to accommodate the expansion of the SFMTA's transit vehicle fleet, the modernization of bus maintenance, operation, and administrative services, expand and consolidate training operations at one site; and joint development uses including residential uses. The new, approximately 1,250,000 gross-square-foot, mixed-use building will occupy the 4.4-acre site and be 70 to 150 feet in height. It will contain a four-level, approximately 70-foot-tall transit facility (Transit Facility Component) plus a mix of commercial and residential uses in the remainder of the Project (Housing Component) as part of a joint development program between SFMTA and the Potrero Neighborhood Collective (PNC).

- a) Transit Facility Component. The Transit Facility Component will occupy the basement to fourth floor levels and include vehicular and bus circulation areas (ramps, drive aisles), mechanical rooms, bus storage locations, bus wash stations, administrative and office spaces, lockers and showers, community rooms, and outdoor open space. A limited portion of the joint development will be located within the Transit Facility Component specifically the ground floor and include residential lobbies along Hampshire and Bryant Streets and retail spaces at the corners of 17th and Hampshire Street, and 17th and Bryant Streets.
- b) Housing Component. The Housing Component will include the construction of a total of 513 dwelling units (117 Studios, 184 one-bedroom, 144 two-bedroom, 68 three-bedroom) along Bryant and Hampshire Streets. Along Bryant Street, the proposed housing component will run from the ground floor to the top floor and provide dwelling units that are intended for families and will be offered at a below market rate. Along Hampshire Street, the proposed housing component with the exception of a lobby at the ground floor will commence at the podium level and provide dwelling units intended for workforce and will be offered at a below market rate.
- c) Phasing. The Project is proposed to be constructed in three distinct phases, which may or may not overlap. The first phase will include the construction of the Transit Facility Component and is expected to last three years. According to the Project Sponsor team, construction is expected to begin in late 2024 and finish in late 2027. The second phase will include the construction of the Housing Component along Bryant St. up to the fourth level, podium level. Construction for the second phase is expected span two years and start one to two years after the start of construction on the first phase. Lastly, the third phase will construct the remaining Housing Component atop the podium level (both the remaining housing along Bryant St. and workforce housing along Hampshire St.) and is expected to span two years and start no sooner than two years after the start of the first phase. Phases 2 and 3 may also be constructed after the completion of SFMTA's facility.

The Paratransit Variant in lieu of constructing portion of the Housing Component atop of the bus facility, the bus facility will expand to include portions of one additional level at the podium for the use of SFMTA's Paratransit Division. In such a case, the proposal would still construct that portion of the Housing Component along Bryant St. for a total of 103 dwelling units and retail spaces at the corners of 17th and Hampshire Street, and 17th and Bryant Streets. The additional square footage for the bus facility would replace the western-most portion of the Housing Component and include additional building massing for administrative and operation spaces, and paratransit storage, operation, and circulation areas including a covered ramp for SFMTA's Paratransit division.



On November 20, 2019, San Francisco Municipal Transportation Agency (SFMTA) (hereinafter "Property Owner") filed an Environmental Evaluation Application No. 2019-021884ENV (hereinafter "Application") and applicable supplemental materials in related records with the Planning Department (hereinafter "Department").

The Department is the Lead Agency responsible for the implementation of the California Environmental Quality Act, California Public Resources Code Sections 21000 et seq. ("CEQA"), the Guidelines for Implementation of CEQA, 14 California Code of Regulations Sections 15000 et seq. ("CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

Pursuant to and in accordance with the requirements of Section 21094 of CEQA and Sections 15063 and 15082 of the CEQA Guidelines, on August 19, 2020, the Department published a Notice of Preparation of an Environmental Impact Report and Notice of Public Scoping Meeting] ("NOP") and initiated a 30-day public comment period.

On September 2, 2020, the Department held an advertised public meeting on the scope of the environmental analysis for the EIR, at which public comment was received. The period for commenting on the NOP ended on September 18, 2020.

On June 30, 2021, the Planning Department published a Draft Environmental Impact Report ("Draft EIR") for the project. The Department provided public notice in a newspaper of general circulation of the availability of the Draft EIR, including an initial study, for public review and comment, and provided the date and time of the San Francisco Planning Commission ("Planning Commission") public hearing on the DEIR; this notice was mailed or emailed to the Department's lists of persons requesting such notice and of owners and occupants of sites within 300-foot radius of the project site, and decision-makers. This notice was also posted at and near the Project site by the Project Sponsor or consultant on June 30, 2021.

On August 26, 2021, the Planning Commission held a duly noticed public hearing on the Draft EIR, at which opportunity for public comment was given, and public comment was received on the Draft EIR. The period for commenting on the DEIR ended on August 31, 2021.

The Department prepared responses to comments on environmental issues received during the public review period for the Draft EIR, prepared revisions to the text of the Draft EIR in response to comments received or based on additional information that became available during the public comment period, and corrected errors in the Draft EIR.

On December 13, 2023, the Planning Department published a Responses to Comments document (RTC) that was posted to the Planning Department's environmental review documents web page, distributed to the Commission, other decisionmakers, and all parties who commented on the DEIR, and made available to others upon request at the Department.

The Department prepared a final environmental impact report (hereinafter "Final EIR"), consisting of the Draft EIR, any consultations and comments received during the Draft EIR review process, any additional information that became available, and the RTC, all as required by law.

On January 11, 2024, the Planning Commission reviewed and considered the Final EIR and found that the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed comply



with the provisions of CEQA, the CEQA Guidelines, and Chapter 31. The Final EIR was certified by the Commission on January 11, 2024, by adoption of Motion No. 21482.

WHEREAS, the Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the applicant, Department staff, and other interested parties.

WHEREAS, the Commission reviewed and considered the Final EIR for the Project and Paratransit Variant and found the Final EIR to be adequate, accurate, and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the RTC presented no new environmental issues not addressed in the Draft EIR, and approved the Final EIR for the Project and Paratransit Variant in compliance with CEQA, the CEQA Guidelines, and Chapter 31.

WHEREAS, the Department prepared the CEQA Findings, attached to this Motion as Attachment A and incorporated fully by this reference, regarding the alternatives, mitigation measures, improvement measures, and environmental impacts analyzed in the FEIR, the overriding considerations for approving the Project and Paratransit Variant, and the proposed mitigation monitoring and reporting program ("MMRP") attached as Attachment B and incorporated fully by this reference, which includes both mitigation measures and improvement and public works standard construction measures. The Commission has reviewed the entire record, including Attachments A and B, which material was also made available to the public.

MOVED, that the Commission hereby adopts findings under the California Environmental Quality Act, including findings rejecting alternatives as infeasible and setting forth a Statement of Overriding Considerations, attached to this Motion as Attachment A, and adopts the Mitigation Monitoring and Reporting Program, attached as Attachment B, both fully incorporated into this Motion by reference, based on substantial evidence in the entire record of this proceeding.

The Department Commission Secretary is the Custodian of Records; all pertinent documents are located in the File for Case No. 2019-021884ENV, at the Planning Department, 49 South Van Ness Avenue, Suite 1400, San Francisco, California.

I hereby certify that the foregoing Motion was ADOPTED by the Commission at its regular meeting on January 11,

2024.

Jonas P. Ionin Commission Secretary

AYES: Braun, Ruiz, Diamond, Imperial, Koppel, Moore, Tanner

NAYS: None ABSENT: None

ADOPTED: January 11, 2024





ATTACHMENT A

Potrero Yard Modernization Project 2500 Mariposa Street

California Environmental Quality Act Findings: Findings of Fact, Evaluation of Mitigation Measures and Alternatives, and Statement of Overriding Considerations SAN FRANCISCO PLANNING COMMISSION

PREAMBLE

In determining to approve the Project, which refers to either the Refined Project or the Paratransit Variant described in Section I, below, the San Francisco Planning Commission (the "Commission") makes and adopts the following findings of fact and decisions regarding the Project description and objectives, significant impacts, significant and unavoidable impacts, mitigation measures, as well as improvement measures and Public Works Standard Construction Measures, and alternatives, and a statement of overriding considerations, based on substantial evidence in the whole record of this proceeding and pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.* ("CEQA"), particularly Section 21081 and 21081.5, the Guidelines for Implementation of CEQA, 14 California Code of Regulations Section 15000 *et seq.* ("CEQA Guidelines"), Section 15091 through 15093, and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission adopts these findings in conjunction with the Approval Actions described in Section I(c), below, as required by CEQA, separate and apart from the Commission's certification of the Project's Final EIR, which the Commission certified prior to adopting these CEQA findings.

These findings are organized as follows:

Section I provides a description of the Project, the environmental review process for the Project, the City approval actions to be taken, and the location and custodian of the record.

Section II lists the Project's less-than-significant impacts or cumulative impacts that do not require mitigation.

Section III identifies potentially significant impacts or cumulative impacts that can be avoided or reduced to less-than-significant levels through mitigation and describes the disposition of the mitigation measures.

Section IV identifies significant Project-specific or cumulative impacts that would not be avoided or reduced to a less-than-significant level and describes any applicable mitigation measures as well as the disposition of

the mitigation measures. The Final EIR identified mitigation measures to address these impacts, but implementation of the mitigation measures will not reduce the impacts to a less-than-significant level.

Sections III and IV set forth findings as to the mitigation measures proposed in the Final EIR. The Draft Environmental Impact Report ("Draft EIR") and the Responses to Comments document ("RTC") together comprise the "Final EIR," or "FEIR." Attachment B to the Planning Commission Motion contains the Mitigation Monitoring and Reporting Program: Mitigation, Improvement and Public Works Standard Construction Measures ("MMRP"), which provides a table setting forth the full text of each mitigation measure listed in the Final Environmental Impact Report that is required to reduce a significant adverse impact.

Section V identifies the Project alternatives that were analyzed in the Final EIR and discusses the reasons for their rejection.

Section VI sets forth the Commission's Statement of Overriding Considerations pursuant to CEQA Guidelines Section 15093.

The MMRP (Attachment B) is required by CEQA Section 21081.6 and CEQA Guidelines Section 15091. The MMRP also specifies the party responsible for implementation of each mitigation measure and establishes monitoring actions and a monitoring schedule. For this project, the MMRP includes separate tables for other project requirements and design elements such as Standard Construction Measures and Improvement Measures agreed to by the project sponsor team, which consists of the San Francisco Municipal Transportation Agency (SFMTA), San Francisco Public Works (public works) and the Potrero Neighborhood Collective (PNC), a private development consortium.

These findings are based upon substantial evidence in the entire record before the Commission. The references set forth in these findings to certain pages or sections of the Draft EIR or the RTC, which together comprise the Final EIR, are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

Section I. Procedural Background and Project Description

A. Procedural Background

In April 2021, prior to publication and circulation of the Project Draft EIR on June 30, 2021, the San Francisco Municipal Transportation Agency (SFMTA) and San Francisco Public Works (Public Works) released a Request for Proposals (RFP) to procure and select a private development consortium to design, build, finance, and maintain the joint development for Potrero Yard. The proposed development consisted of a replacement transit facility component and a mixed-use component with residential, commercial, and childcare uses.

In October 2022, the City and County of San Francisco (City) awarded a contract to a private development consortium to enter into negotiations to refine the conceptual plans, obtain project approvals, construct the approved project, and manage the mixed-use component. During the procurement period, which ended in October 2022, the project sponsor team (SFMTA, public works, and the Potrero Neighborhood Collective (PNC)) developed a refined version of the Draft EIR Project incorporating various elements of the project variants described in the Draft EIR Project and analyzed for CEQA compliance, and presented it to the City Planning Department (Planning Department). Subsequently, the project sponsor team further refined the



proposed building design and program in response to feedback from the Planning Department's current Planning staff and through interdepartmental urban design and streetscape design review processes, resulting in the 50 Percent Schematic Design, the Refined Project. The project sponsor team also introduced a Paratransit Variant. These are described below (Project Description).

B. Project Description

A. Refined Project

The Refined Project will replace SFMTA's Potrero Trolley Coach Division Facility at 2500 Mariposa Street (Potrero Yard), in the northeast portion of San Francisco's Mission District near the South of Market and Potrero Hill neighborhoods. The Project will accommodate the expansion of the SFMTA's transit vehicle fleet, the modernization of bus maintenance, operation, and administrative services, expand and consolidate training operations at one site; and joint development uses including residential uses. The new, approximately 1,250,000 gross-square-foot, mixed-use building will occupy the 4.4-acre site and be 70 to 150 feet in height. It will contain a four-level, approximately 70-foot-tall transit facility (Transit Facility Component) plus a mix of commercial and residential uses in the remainder of the Project (Housing Component) as part of a joint development program between SFMTA and the Potrero Neighborhood Collective (PNC).

- a) Transit Facility Component. The Transit Facility Component will occupy the basement to fourth floor levels and include vehicular and bus circulation areas (ramps, drive aisles), mechanical rooms, bus storage locations, bus wash stations, administrative and office spaces, lockers and showers, community rooms, and outdoor open space. A limited portion of the joint development will be located within the Transit Facility Component specifically the ground floor and include residential lobbies along Hampshire and Bryant Streets and retail spaces at the corners of 17th and Hampshire Street, and 17th and Bryant Streets.
- b) Housing Component. The Housing Component will include the construction of a total of 513 dwelling units (117 Studios, 184 one-bedroom, 144 two-bedroom, 68 three-bedroom) along Bryant and Hampshire Streets. Along Bryant Street, the proposed housing component will run from the ground floor to the top floor and provide dwelling units that are intended for families and will be offered at a below market rate. Along Hampshire Street, the proposed housing component with the exception of a lobby at the ground floor will commence at the podium level and provide dwelling units intended for workforce and will be offered at a below market rate.
- c) Phasing. The Project is proposed to be constructed in three distinct phases, which may or may not overlap. The first phase will include the construction of the Transit Facility Component and is expected to last three years. According to the Project Sponsor team, construction is expected to begin in late 2024 and finish in late 2027. The second phase will include the construction of the Housing Component along Bryant St. up to the fourth level, podium level. Construction for the second phase is expected span two years and start one to two years after the start of construction on the first phase. Lastly, the third phase will construct the remaining Housing Component atop the podium level (both the remaining housing along Bryant St. and



workforce housing along Hampshire St.) and is expected to span two years and start no sooner than two years after the start of the first phase. Phases 2 and 3 may also be constructed after the completion of SFMTA's facility.

B. Paratransit Variant

In lieu of constructing a portion of the Housing Component atop of the bus facility, the bus facility will expand to include portions of one additional level at the podium for the use of SFMTA's Paratransit Division. In such a case, the proposal would still construct that portion of the Housing Component along Bryant St. for a total of 103 dwelling units and retail spaces at the corners of 17th and Hampshire Street, and 17th and Bryant Streets. The additional square footage for the bus facility would replace the western-most portion of the Housing Component and include additional building massing for administrative and operation spaces, and paratransit storage, operation, and circulation areas including a covered ramp for SFMTA's Paratransit Division.

As noted above, in the Preamble section, the Project is defined as being either the Refined Project or the Paratransit Variant.

C. Project Objectives

The project sponsor team seeks to achieve the following objectives by undertaking the Project:

Basic Objectives

- 1. Rebuild, expand, and modernize the SFMTA's Potrero Bus Yard by 2027 to efficiently maintain and store a growing Muni bus fleet according to the SFMTA Fleet Plan and Facilities Framework schedule.
- 2. Construct the first SFMTA transit facility with infrastructure for battery electric buses to facilitate Muni's transition to an all-electric fleet, in accordance with San Francisco and California policy.
- 3. Construct a new public asset that is resilient to earthquakes and projected climate change effects, and provides a safe, secure environment for the SFMTA's employees and assets.
- 4. Improve working conditions for the SFMTA's workforce of transit operators, mechanics, and front-line administrative staff through a new facility at Potrero Yard.
- 5. Achieve systemwide master plan priorities by consolidating two currently scattered transit support functions at Potrero Yard: (a) improve and streamline transit operator hiring by consolidating SFMTA's operator training function in a new, state-of-the-art facility; and (b) support efficient Muni operations by consolidating the Street Operations division in a modern, convenient facility.
- 6. Implement inclusive and transparent stakeholder engagement in designing this project and completing the CEQA process.



7. Create a development that is financially feasible, meaning that the public asset can be funded by public means and public transportation funds are used only for the bus yard component.

Additional Objectives

- 8. Enhance safety and reduce conflicts between transit, commercial vehicles, bicyclists, drivers, and pedestrians in the project site vicinity.
- 9. Improve the architectural and urban design character of the project site by replacing the existing fences and blank walls with more active, transparent street walls, to the extent feasible.
- 10. Maximize the reuse of the 4.4-acre site in a central, mixed-use neighborhood by creating a mixed-use development and providing dense housing and striving to maximize the number of affordable units on the site.
- 11. Increase the City's supply of housing by contributing to the Mayor's Public Lands for Housing goals, the San Francisco General Plan Housing Element goals, and the Association of Bay Area Governments' Regional Housing Needs Allocation for the City by optimizing the number of dwelling units, including affordable housing, particularly near transit.
- 12. Support transit-oriented development and promote the use of public transportation through an innovative and comprehensive transportation demand management program.
- 13. Ensure that joint development is able to fund its own construction and ongoing management without reliance on City subsidy other than what is originally assumed as part of the project budget while ensuring that SFMTA's transportation funds are only allocated for the transit use.
- 14. Demonstrate the City's leadership in sustainable development by constructing an environmentally low-impact facility intended to increase the site's resource efficiency.

D. Project Approvals

The Project requires the following approvals:

Actions by the City Planning Commission

- Recommendation of approval of a General Plan Amendment which would amend the Urban Design Element by amending Urban Design Element Map 4 ("Urban Design Guidelines for the Height of Buildings") and Urban Design Element Map 5 ("Urban Design Guidelines for the Bulk of Buildings"). Urban Design Element Map 4 would be amended to state that Lot 001 in Assessor's Block 3971 has a height designation of 89-160 feet. Urban Design Element Map 5 would be amended to modify the bulk limits at the site to accommodate the Project's massing.
- Recommendation of approval of a proposed Planning Code Amendment which would add a new Special Use District—the Potrero Yard Special Use District—to the Planning Code permitting the Project's proposed uses at the site and imposing certain development standards upon the Project.



- Recommendation of approval of a proposed Zoning Map Amendment which would amend the City Zoning Map to reflect the new Potrero Yard Special Use District.
- Approval of Conditional Use Authorization for a Planned Unit Development for the Project's Residential Uses.
- Adoption of Findings of Fact, Evaluation of Mitigation Measures and Alternatives, and Statement of Overriding Considerations under CEQA.
- Adoption of Shadow Findings that net new shadow on Franklin Square Park by the Project would not be adverse to the use of Franklin Square Park.

Actions by the City and County Board of Supervisors

- Approval of a General Plan Amendment which would amend the Urban Design Element by amending
 Urban Design Element Map 4 ("Urban Design Guidelines for the Height of Buildings") and Urban Design
 Element Map 5 ("Urban Design Guidelines for the Bulk of Buildings"). Urban Design Element Map 4
 would be amended to state that Lot 001 in Assessor's Block 3971 has a height designation of 89-160
 feet. Urban Design Element Map 5 would be amended to modify the bulk limits at the site to
 accommodate the Project's massing.
- Approval of a proposed Planning Code Amendment which would add a new Special Use District—the Potrero Yard Special Use District—to the Planning Code permitting the Project's proposed uses at the site and imposing certain development standards upon the Project.
- Approval of a proposed Zoning Map Amendment which would amend the City Zoning Map to reflect the new Potrero Yard Special Use District.

Actions by City Public Works

- If sidewalks are used for construction staging and pedestrian walkways are constructed in the curb lanes, approval of a street space permit from the Bureau of Street Use and Mapping.
- Approval of an encroachment permit or a street improvement permit for signage and streetscape improvements.
- Approval of a new curb cut and removal of existing curb cuts.

Approvals by City Recreation and Parks Commission

Review and comment to Planning Commission regarding shadowing of Franklin Square Park.

Approvals by City Department of Building Inspection

• Approval of demolition, grading, site/building permits, sign permits, and other ministerial approvals as needed.



E. Environmental Review

On November 20, 2019, SFMTA submitted an Environmental Evaluation Application for the Project to the Planning Department, initiating the environmental review process. The EIR process includes an opportunity for the public to review and comment on the Project's potential environmental effects and to further inform the environmental analysis.

On August 19, 2020, the Planning Department published a Notice of Preparation (NOP) of an EIR and Notice of Public Scoping Meeting (EIR Appendix A, Notice of Preparation of an Environmental Impact Report and Notice of Public Scoping Meeting, August 19, 2020), announcing its intent to solicit public comments on the scope of the environmental analysis and to prepare and distribute an EIR on the Project. The Planning Department distributed the Notice of Availability of an NOP and Notice of Public Scoping Meeting to the State Clearinghouse and relevant state and regional agencies; occupants of the site and adjacent properties; property owners within 300 feet of the project site; and other potentially interested parties, including neighborhood organizations that have requested such notice. A legal notice was published in the newspaper on Wednesday, August 19, 2020. Publication of the NOP initiated a 30-day public review and comment period that ended on September 18, 2020. Pursuant to CEQA section 21083.9 and CEQA Guidelines section 15206, the Planning Department held a public scoping meeting on September 2, 2020, to receive input on the scope of the environmental review for this Project. During the NOP review and comment period, eight comments were received. One speaker provided oral comments at the scoping meeting and seven comment letters and emails were submitted to the Planning Department. The comment letters received in response to the NOP and a copy of the transcript from the public scoping meeting are available for review at the Planning Department offices as part of Case File No. 2019-021884ENV. The Planning Department considered the comments made by the public in preparation of the Draft EIR for the project and project variants.

The Planning Department published the Draft EIR, including the Initial Study, on June 30, 2021. The Draft EIR identified a 62-day public comment period—from July 1, 2021 through August 31, 2021—to solicit public comment on the Draft EIR. A public hearing on the draft EIR was held before the San Francisco Planning Commission on August 26, 2021. Five public comments on the draft EIR were made in written form during the public comment period and four comments were made as oral testimony at the public hearing.

Additionally, there was a public hearing before the San Francisco Historic Preservation Commission on Wednesday, August 4, 2021. This hearing allowed the Historic Preservation Commissioners to provide comments on the Draft EIR, including the Initial Study, to the Planning Commission.

As described in Section I above, the Draft EIR project was refined (Refined Project) and a new variant added (Paratransit Variant) after publication of the Draft EIR. The Planning Department analyzed the Refined Project and the Paratransit Variant and determined that neither would result in the new significant environmental impacts or substantially increase the severity of the impacts presented in the Draft EIR. Nor do they add any new mitigation measures or alternatives that the project sponsor team has declined to implement.

Under section 15088.5 of the CEQA Guidelines, recirculation of an EIR is required when "significant new information" is added to the EIR after public notice is given of the availability of the Draft EIR for public review but prior to certification of the Final EIR. The term "information" can include changes in the project or environmental setting, as well as additional data or other information. New information added to an EIR is not



"significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. "Significant new information" requiring recirculation includes, for example, a disclosure showing that:

- (1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
- (2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
- (3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it.
- (4) The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

(CEQA Guidelines, § 15088.5, subd. (a).)

Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.

On December 13, 2023, the Planning Department distributed a Responses to Comments (RTC) on the Draft EIR document for review to the Planning Commission as well as to the other public agencies and commissions, non-governmental organizations including neighborhood associations, and individuals who commented on the Draft EIR. The RTC document provides a complete description of the Refined Project and Paratransit Variant, an analysis of the physical environmental impacts of each compared to the Draft EIR Project, responds to the comments made on the Draft EIR during the 62-day review period, and revises Draft EIR text based on additional information and minor errata that became available or known subsequent to Draft EIR publication.

The Commission finds that none of the changes and revisions presented in the RTC substantially affects the analysis or conclusions presented in the Draft EIR; therefore, recirculation of the Draft EIR for additional public comments is not required.

F. Content and Location of Record

The record upon which all findings and determinations related to the adoption of the Project are based include the following:

- The Final EIR, consisting of the Draft EIR, the RTC document, and all documents referenced in or relied upon by the Final EIR;
- All information (including written evidence and testimony) provided by city staff members to the Planning Commission related to the Final EIR, the Project, the project approvals and entitlements, and the alternatives set forth in the Final EIR;



- All information (including written evidence and testimony) presented to the Planning Commission, or incorporated into reports presented by the Planning Department, by the environmental consultant and subconsultants who prepared the Final EIR;
- All information (including written evidence and testimony) presented to the city from other public agencies relating to the Project or the final EIR;
- All applications, letters, testimony, and presentations provided to the city by the Department and its consultants in connection with the Project;
- All information (including written evidence and testimony) presented at any public hearing or workshop related to the Final EIR;
- The MMRP; and
- All other documents composing the record pursuant to Public Resources Code section 21167.6(e).

The public hearing transcripts and audio files, a copy of all letters regarding the Final EIR received during the public review period, the administrative record, and background documentation for the Final EIR are located at the San Francisco Planning Department, 49 South Van Ness Avenue, Suite 1400, San Francisco. The San Francisco Planning Commission Secretary is the custodian of these documents and materials.

G. Findings about Environmental Impacts and Mitigation Measures

The following Sections II, III, and IV set forth the Planning Commission's findings about the Final EIR's determinations regarding significant environmental impacts and the mitigation measures proposed to address them. These findings provide the written analysis and conclusions of the Planning Commission regarding the environmental impacts of the Project and the mitigation measures included as part of the Final EIR and adopted by the Planning Commission as part of the Project. To avoid duplication and redundancy, and because the Planning Commission agrees with, and hereby adopts, the conclusions in the Final EIR, these findings will not repeat the analysis and conclusions in the Final EIR, but instead incorporate them by reference and rely upon them as substantial evidence supporting these findings.

In making these findings, the Planning Commission has considered the opinions of the Department and other city staff members and experts, other agencies, and members of the public. The Planning Commission finds that (i) the determination of significance thresholds is a judgment decision within the discretion of the city; (ii) the significance thresholds used in the Final EIR are supported by substantial evidence in the record, including the expert opinion of the Final EIR preparers and city staff members; and (iii) the significance thresholds used in the Final EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project. Thus, although, as a legal matter, the Planning Commission is not bound by the significance determinations in the Final EIR (see Public Resources Code section 21082.2, subdivision [e]), the Planning Commission finds them persuasive and hereby adopts them as its own.

These findings do not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, a full explanation of these environmental findings and conclusions can be found in the Final EIR, and these findings hereby incorporate by reference the discussion and analysis in the Final EIR supporting the determination regarding the Project's impacts and mitigation measures designed to address those impacts. In making these findings, the Planning Commission ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures,



except to the extent any such determinations and conclusions are specifically and expressly modified by these findings, and relies upon them as substantial evidence supporting these findings.

As set forth below, the Planning Commission adopts and incorporates the mitigation measures for the Project set forth in the Final EIR, which are set forth in the attached MMRP, to reduce the significant and unavoidable impacts of the Project. The Planning Commission intends to adopt the mitigation measures proposed in the Final EIR that are within its jurisdiction and urges other city agencies and departments that have jurisdiction over other mitigation measures proposed in the Final EIR, and set forth in the MMRP, to adopt those mitigation measures. Accordingly, in the event a mitigation measure recommended in the Final EIR has inadvertently been omitted in these findings or the MMRP, such mitigation measure is hereby adopted and incorporated in the findings below by reference. In addition, in the event the language describing a mitigation measure set forth in these findings or the MMRP fails to accurately reflect the mitigation measures in the Final EIR due to a clerical error, the language of the policies and implementation measures as set forth in the Final EIR shall control. The impact numbers and mitigation measure numbers used in these findings reflect the information contained in the Final EIR.

These findings are based upon substantial evidence in the entire record before the Planning Commission. The references set forth in these findings to certain pages or sections of the EIR or responses to comments in the Final EIR are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

SECTION II. IMPACTS OF THE PROJECT FOUND TO BE LESS THAN SIGNIFICANT AND THUS NOT REQUIRING MITIGATION

Under CEQA, no mitigation measures are required for impacts that are less than significant (Public Resources Code section 21002; CEQA Guidelines sections 15126.4, subdivision [a][3], 15091). Based on the evidence in the entire record of this proceeding, the Planning Commission finds that the Project will not result in any significant impacts in the following areas and that these impact areas therefore do not require mitigation.

Cultural Resources

- CR-2: Construction of the Project would not materially alter, in an adverse manner, the physical characteristics of any off-site historical resource that justifies its inclusion in the California Register of Historical Resources.
- C-CR-1: The Project, in combination with cumulative projects, would not materially alter, in an adverse manner, the physical characteristics of historical resources that justify their eligibility for inclusion in the California Register of Historical Resources, resulting in a cumulative impact.

Transportation and Circulation

TR-1: Construction of the Project would not require a substantially extended duration or intense
activity and the secondary effects would not create potentially hazardous conditions for people
walking, bicycling, or driving; or interfere with accessibility for people walking or bicycling; or
substantially delay public transit.



- TR-2: Operation of the Project would not create potentially hazardous conditions for people walking, bicycling, or driving or public transit operations.
- TR-3: Operation of the Project would not interfere with accessibility of people walking or bicycling to and from the project site, and adjoining areas, or result in inadequate emergency access.
- TR-4: Operation of the Project would not substantially delay public transit.
- TR-5: Operation of the Project would not cause substantial additional VMT or substantially induce automobile travel.
- TR-6: Operation of the Project would not result in a loading deficit.
- C-TR-1: The Project, in combination with cumulative projects, would not result in significant construction-related transportation impacts.
- C-TR-2: The Project, in combination with cumulative projects, would not create potentially hazardous conditions.
- C-TR-3: The Project, in combination with cumulative projects, would not interfere with accessibility.
- C-TR-4: The Project, in combination with cumulative projects, would not substantially delay public transit.
- C-TR-5: The Project, in combination with cumulative projects, would not cause substantial additional VMT or substantially induce automobile travel.
- C-TR-6: The Project, in combination with cumulative projects, would not result in significant loading impacts.

Noise and Vibration

- C-NO-2: Construction vibration as a result of the Project, combined with construction vibration from cumulative projects in the vicinity, would not generate excessive groundborne vibration or groundborne noise levels.
- C-NO-3: Operation of the Project, combined with operation noise from cumulative projects in the vicinity, would not cause a substantial permanent increase in ambient noise levels in the Project vicinity.

Air Quality

- AQ-2: During operation, the Project would generate criteria air pollutant emissions at levels that would not result in a cumulatively considerable net increase in criteria air pollutants for which the region is in nonattainment.
- AQ-4: The Project would not conflict with implementation of the 2017 Bay Area Clean Air Plan.



• AQ-5: The Project would not create objectionable odors that would affect a substantial number of people.

Shadow

- SH-1: The Project would not create new shadow that substantially and adversely affects the use and enjoyment of publicly accessible open spaces.
- C-SH-1: The Project in combination with cumulative projects in the vicinity would not create new shadow in a manner that substantially and adversely affects the use and enjoyment of publicly accessible open spaces. The Project would not make a cumulatively considerable contribution to a significant cumulative shadow impact.

SECTION III. FINDINGS OF POTENTIALLY SIGNIFICANT IMPACTS OF THE PROJECT THAT CAN BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL THROUGH MITIGATION

CEQA requires agencies to adopt mitigation measures that would avoid or substantially lessen a project's identified significant impacts or potential significant impacts if such measures are feasible. The findings in this Section III concern mitigation measures set forth in the EIR to mitigate the potentially significant impacts of the Project. These mitigation measures are included in the MMRP, which is included as Attachment B to the Planning Commission motion adopting these findings.

The project sponsor team has agreed to implement the mitigation measures identified below to address the potential impacts identified in the EIR. As authorized by CEQA section 21081 and CEQA Guidelines sections 15091, 15092, and 15093, based on substantial evidence in the whole record of this proceeding, the Planning Commission finds that, unless otherwise stated, the Project will be required to incorporate mitigation measures identified in the EIR into the Project to mitigate or avoid significant or potentially significant environmental impacts. These mitigation measures will reduce or avoid the potentially significant impacts described in the EIR, and the Planning Commission finds that these mitigation measures are feasible to implement and are within the responsibility and jurisdiction of the city to implement or enforce. In addition, the required mitigation measures are fully enforceable and will be included as conditions of approval for project approvals under the Project, as applicable, and also will be enforced through conditions of approval in building permits issued for the Project by the San Francisco Department of Building Inspection, as applicable. With the required mitigation measures, these Project impacts would be avoided or reduced to a less-than-significant level.

Noise and Vibration

• NO-1: Construction of the Project would generate a substantial temporary increase in ambient noise levels in the vicinity of the project in excess of standards established in the San Francisco Noise Ordinance or applicable standards of other agencies.

The Planning Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-NO-1 (Construction Noise Control) would reduce this impact to a less-than-significant level.



- NO-2: Construction of the Project would generate excessive groundborne vibration or groundborne noise levels.
 - The Planning Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-NO-2 (Vibration-Sensitive Equipment at 2601 Mariposa Street (KQED Building)) would reduce this impact to a less-than-significant level.
- NO-3: Operation of the Project would generate a substantial permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan, or applicable standards of other agencies.
 - The Planning Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-NO-3 (Fixed Mechanical Equipment Noise Control for Building Operations) would reduce this impact to a less-than-significant level.
- C-NO-1: Construction noise as a result of the Project, combined with construction noise from cumulative projects in the vicinity, would cause a substantial temporary increase in ambient noise levels.

The Planning Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-NO-1 (Construction Noise Control) would reduce this impact to a less-than-significant level.

Air Quality

• AQ-1: During construction, the Project would not generate significant fugitive dust emissions, but would generate criteria air pollutant emissions at levels which would result in a cumulatively considerable net increase in criteria air pollutants for which the region is in nonattainment.

The Planning Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-AQ-1 (Off-Road Construction Equipment Emissions Minimization) would reduce this impact to a less-than-significant level.

Wind

- WI-1: The Project would create wind hazards in publicly accessible areas of substantial pedestrian use in the vicinity of the project site.
 - The Planning Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-WI-1 (Design Measures to Reduce Project-Specific Wind Impacts) would reduce this impact to a less-than-significant level.
- C-WI-1: The Project, in combination with cumulative projects, would not alter wind in a manner that would make a cumulatively considerable contribution to a significant cumulative wind impact.



The Planning Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-WI-1 (Design Measures to Reduce Project-Specific Wind Impacts) would reduce this impact to a less-than-significant level.

Tribal Cultural Resources

- TCR-1: Construction of the Project could cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code section 21074.
 - The Planning Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-TCR-1 (Tribal Cultural Resources Preservation and/or Interpretive Program) would reduce this impact to a less-than-significant level.
- C-TCR-1: The Project, in combination with cumulative projects in the vicinity, would not result in significant cumulative tribal cultural resources impacts.

The Planning Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-TCR-1 (Tribal Cultural Resources Preservation and/or Interpretive Program) would reduce this impact to a less-than-significant level.

Geology and Soils

• GE-6: The Project could directly or indirectly destroy a unique paleontological resource or site.

The Planning Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-GE-6a (Inadvertent Discovery of Paleontological Resources) would reduce this impact to a less-than-significant level.

SECTION IV. SIGNIFICANT IMPACTS OF THE PROJECT THAT CANNOT BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL

Based on substantial evidence in the whole record of these proceedings, the Planning Commission finds that there are significant Project-specific and cumulative impacts that would not be eliminated or reduced to an insignificant level by the mitigation measures listed in the MMRP. The Final EIR identifies significant impacts in two significant impact topic areas—Cultural Resources and Air Quality—that would remain significant and unavoidable, even with implementation of mitigation measures; those impacts topics and the mitigation measures that reduce the impacts, although not to a less-than-significant level, are listed below.

The Planning Commission further finds based on the analysis contained within the Final EIR, other considerations in the record, and the significance criteria identified in the Final EIR, that feasible mitigation measures are not available to reduce the significant Project impacts to less-than-significant levels, and thus those impacts remain significant and unavoidable. The Planning Commission also finds that, although measures were considered in the Final EIR that could reduce some significant impacts, certain measures, as described below, are infeasible for reasons set forth below; therefore, those impacts remain significant and unavoidable or potentially significant and unavoidable.



The following significant impacts on the environment, as reflected in the Final EIR, are unavoidable. But, as more fully explained in Section VII, below, under Public Resources Code section 21081(a)(3) and (b) and CEQA Guidelines sections 15091(a)(3), 15092(b)(2)(B), and 15093, the Planning Commission finds that these impacts are acceptable in light of the legal, environmental, economic, social, technological and other benefits of the Project. This finding is supported by substantial evidence in the record of this proceeding.

A. Impacts That Remain Significant and Unavoidable After Implementation of Mitigation Measures

Cultural Resources

• CR-1: The Project would cause a substantial adverse change in the significance of a historical resource as defined in section 15064.5 of the CEQA Guidelines.

The Project would demolish the entire bus yard and building and redevelop the whole site with an approximately 1,250,000-gross-square-foot building that rises between 70 to 150 feet in height, including a partial basement level. The demolition under the Project would eliminate all the character-defining features that contribute to and convey the historic and architectural significance of the project site as a post-Earthquake reinforced concrete car barn designed by master Michael M. O'Shaughnessy.

For these reasons, the Project would materially alter the physical characteristics of the Potrero Trolley Coach Division Facility that convey its historic significance and that justify its inclusion in the California Register. As such, the Project would cause a substantial adverse impact on the Potrero Trolley Coach Division Facility, a historical resource, and this would be a significant impact.

Mitigation measures M-CR-1a (Documentation of Historical Resource), M-CR-1b (Salvage Plan), M-CR-1c (Interpretation of the Historical Resource), and M-CR-1d (Oral Histories) would document and present the complex history of the site and subject building. These mitigation measures would reduce the cultural resource impact but not to a less-than-significant level. The impact is significant and unavoidable with mitigation. Because identified mitigation measures M-CR-1a, M-CR-1b, M-CR-1c and M-CR-1d would not reduce the impact to a less-than-significant level, a full and a partial preservation alternatives to the Project have been identified.

Air Quality

 AQ-3: Construction and operation of the Project would generate toxic air contaminants, including diesel particulate matter, at levels which would expose sensitive receptors to substantial pollutant concentrations.

Construction of the Project would generate the following local air pollutants of concern: running exhaust DPM and PM2.5 from off-road equipment and on-road trucks, fugitive PM2.5 dust from on-road truck tire wear, brake wear, and resuspension of entrained roadway dust. Operation of the Project would also generate the following local air pollutants of concern: running exhaust DPM, PM2.5, and/or TOG from on-road vehicles and emergency diesel generators, and fugitive PM2.5 dust from on-road vehicle tire wear, brake wear, and resuspension of entrained roadway dust. The emissions of DPM, PM2.5, and TOG during Project construction and operation could pose a health risk to nearby



sensitive receptors.

As explained in the Final EIR, with implementation of Mitigation Measures M-AQ-1 (Off-Road Construction Equipment Emissions Minimization) and M-AQ-3 (Emergency Diesel Generator Health Risk) the excess cancer health risk exposure would be reduced to just below the threshold of significance of 7.0 in a million (i.e., 6.87 in a million overall with 6.22 in a million attributable to off-road construction equipment after mitigation). The 38.5 percent reduction to the overall cancer risk at the maximally exposed individual resident attributable to Mitigation Measure M-AQ-1 would not be assured because of potential increases to the off-road construction equipment roster and intensity of average daily use. As a result, the efficacy of the combination of Mitigation Measures M-AQ-1 and M-AQ-3 would also not be assured. Although a reasonable worst-case construction scenario for the construction air quality emissions modeling was employed and long-term operational benefits associated with the Project's TDM program were not calculated, construction and operation of the Project could result in a substantial increase in the exposure of sensitive receptors to DPM, TOG, and PM2.5 and the impact on local air quality is determined to be significant. No additional mitigation measures have been identified and therefore this impact is significant and unavoidable with mitigation.

C-AQ-1: The Project, in combination with cumulative projects in the vicinity, would contribute considerably to cumulative health risk impacts on sensitive receptors. As discussed in the Final EIR, cumulative projects within 1,000 feet of the offsite maximally exposed individual resident are not expected to substantially increase the existing background health risks at the maximally exposed individual resident. However, as discussed under Impact AQ-3, the Project would result in a substantial increase in the existing background health risks at the maximally exposed individual resident. Even with Mitigation Measures M-AQ-1 and M-AQ-3 required as conditions of approval for the Project, construction and/or operation of the Project would result in a substantial increase in the exposure of sensitive receptors to DPM, TOG, and PM2.5 and the Project's contribution to cumulatively significant health risk impacts would be significant and unavoidable with mitigation.

SECTION V. Evaluation of Project Alternatives

This section describes the EIR alternatives and the reasons for rejecting the alternatives as infeasible. CEQA mandates that an EIR evaluate a reasonable range of alternatives to the Project or the project location that would feasibly attain most of the project's basic objectives, but that would avoid or substantially lessen any identified significant adverse environmental effects of the project. An EIR is not required to consider every conceivable alternative to a Project. Rather, it must consider a reasonable range of potentially feasible alternatives that will foster informed decision-making and public participation. CEQA requires that every EIR also evaluate a "no project" alternative. Alternatives provide a basis of comparison to the Project in terms of their significant impacts and their ability to meet project objectives. This comparative analysis is used to consider reasonable, potentially feasible options for minimizing environmental consequences of the Project.

A. Alternatives Analyzed in the Final EIR

The Department considered a range of alternatives in draft EIR Chapter 5, Alternatives. The Final EIR analyzed the Project compared to four CEQA alternatives:



- Alternative A (No Project Alternative)
- Alternative B (Full Preservation Alternative)
- Alternative C (Partial Preservation Alternative)
- Alternative D (Transit Facility Plus Commercial Only Alternative)
- B. Evaluation of Project Alternatives

CEQA provides that alternatives analyzed in an EIR may be rejected if "specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible ... the project alternatives identified in the EIR" (CEQA Guidelines section 15091[a][3]). The Planning Commission has reviewed each of the alternatives to the Project as described in the Final EIR that would reduce or avoid the impacts of the Project and finds that there is substantial evidence of specific economic, legal, social, technological, and other considerations that make these alternatives infeasible, for the reasons set forth below.

In making these determinations, the Planning Commission is aware that CEQA defines "feasibility" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors." The Planning Commission is also aware that under CEQA case law, the concept of "feasibility" encompasses (i) the question of whether a particular alternative promotes the underlying goals and objectives of a project, and (ii) the question of whether an alternative is "desirable" from a policy standpoint to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.

The following Project alternatives and Project were fully considered and compared in the Final EIR.

• Alternative A (No Project Alternative): Under Alternative A, existing land use controls on the Project site would continue to govern site development and the existing site would continue to function as a transit facility, which would not constitute a change from existing conditions. Under Alternative A, the existing maintenance and operations building would be retained in its current configuration, including its flat roof (parking deck) and second-story additions constructed in 1924 along Mariposa and Hampshire streets for offices and maintenance shops, respectively. The overall height and massing (approximately 45-foot height at Mariposa and Hampshire streets) would be preserved. The paved bus storage yard on the western portion of the site with access from Mariposa Street would also be retained in its current condition.

If Alternative A were to proceed, no changes would be implemented, and none of the impacts associated with the Project, as described in the Final EIR, would occur. With no change to existing site conditions under the no Project alternative, land use activity on the Project site would not contribute to significant cumulative impacts beyond existing levels.

Alternative A is hereby rejected as infeasible. Although it would eliminate the significant and unavoidable impacts to cultural resources and air quality, it would fail to meet the basic objectives of



the Project. In particular, Alternative A would fail to: (i) rebuild, expand, and modernize the SFMTA's Potrero Bus Yard by 2027 to efficiently maintain and store a growing Muni bus fleet according to the SFMTA Fleet Plan and Facilities Framework schedule; (ii) construct the first SFMTA transit facility with infrastructure for battery electric buses to facilitate Muni's transition to an all-electric fleet, in accordance with San Francisco and California policy; (iii) construct a new public asset that is resilient to earthquakes and projected climate change effects, and provides a safe, secure environment for the SFMTA's employees and assets; (iv) improve working conditions of SFMTA's workforce of transit operators, mechanics, and front-line administrative staff through a new facility at Potrero Yard; (v) achieve systemwide master plan priorities by consolidating scattered transit support functions at Potrero Yard; or (vi) create a development that is financially feasible in that the public asset can be funded by public means and public transportation funds are used only for the bus yard component.

• Alternative B (Full Preservation Alternative): The two preservation alternatives are the culmination of a screening process that considered various site plans, building retention programs, building heights, views of the character-defining features, and feedback from the City Historic Preservation Commission. Under the Full Preservation Alternative, the existing, approximately 45-foot-tall, office wing along Mariposa Street would be retained and the remainder of the maintenance and operations building would be demolished, including the shops wing along Hampshire Street north of the office wing. The replacement transit facility would cover the remainder of the site, including the bus yard on the west portion of the site.

Under Alternative B, the building's three transit levels would rise to a height of 75 feet, with multifamily residential floors above rising to 150 feet (inclusive of the 75-foot-tall transit facility podium). The office wing would be retained and preserved in its entirety with no new construction built on top of it. The shops wing along Hampshire Street would be demolished; however, new construction would feature setbacks that reference the wing's original form and massing. Under this alternative, residential uses within the new transit facility would be developed along Mariposa and Bryant streets, and on floors above the new transit facility podium. However, the footprint for residential development would be limited under Alternative B due to the retention of the office wing, the transit facility podium setbacks from the retained office wing, and the residential floor setbacks from the transit facility podium. Ground-floor commercial uses would be developed along Bryant Street. Most of the character-defining features of the historical resource would be retained and reused.

Overall, Alternative B would have approximately 176,000 fewer gross square feet of space compared to the Refined Project and about 53,000 more gross square feet of space than the Paratransit Variant. Compared to the Project (both the Refined Project and the Paratransit Variant), the replacement transit facility would be reduced in size by approximately 122,000 gross square feet—from approximately 700,000 to 578,000 gross square feet.

Alternative B is hereby rejected as infeasible because it would fail to meet the basic objectives of the Project. In particular, Alternative B would not fully satisfy the Project's basic objectives to: (i) rebuild, expand, and modernize the SFMTA's Potrero Bus Yard by 2027 to efficiently maintain and store a growing Muni bus fleet according to the SFMTA Fleet Plan and Facilities Framework schedule; (ii) construct the first SFMTA transit facility with infrastructure for battery electric buses to facilitate Muni's



transition to an all-electric fleet, in accordance with San Francisco and California policy; and (iii) achieve systemwide master plan priorities by consolidating scattered transit support functions at Potrero Yard. Reductions to the transit facility under Alternative B could result in less space for operator training, operator and administration areas, transit street operations, and electric bus battery infrastructure, as well as displacement of maintenance bays and bus parking, limiting SFMTA's ability to meet the fleet plan mix, and loss of non-revenue vehicle parking spaces, limiting SFMTA's ability to consolidate transit street operations and other functions at Potrero Yard.

Alternative C (Partial Preservation Alternative): Under the Partial Preservation Alternative, the
office wing along Mariposa and Hampshire streets on the southeast portion of the site would be
retained and reused. The remainder of the building would be demolished, including the shops wing
along Hampshire Street north of the office wing. New construction (i.e., the three-level transit facility,
with residential and ground-floor commercial uses plus residential uses atop the transit facility
podium) would cover the remainder of the site as it does in Alternative B.

Similar to the Project, the building's three transit levels would rise to a height of 75 feet, with multifamily residential floors above rising to 150 feet (inclusive of the 75-foot-tall transit facility podium). The office wing would be retained and preserved in its entirety, with no new construction built on top of it. The remainder of the building would be demolished but the new building would feature some setbacks and notches to differentiate the new construction from the retained office wing. Residential uses within the new transit facility under this alternative would be developed along Mariposa and Bryant streets and on floors above the transit facility podium. However, the footprint for residential development would be limited under Alternative C due to the retention of the office wing and the residential floor setbacks from the transit facility podium and retained office wing. Ground-floor commercial uses would be developed along Bryant Street as under the Project. Most of the character-defining features of the historical resource would be retained and reused, although to a lesser degree than in Alternative B. A portion of the existing structure would be retained; however, spatial relationships with the site and environment would be altered to a greater extent in Alternative C as compared to Alternative B.

Overall, Alternative C would have approximately 166,000 fewer gross square feet of space compared to the Refined Project and 63,000 more gross square feet of space than the Paratransit Variant. Compared to the Project (Refined Project and Paratransit Variant), the replacement transit facility would be reduced in size by 103,000 gross square feet—from approximately 700,000 to 597,000 gross square feet. Although the interior of the retained office wing of the maintenance and operations building would be renovated to serve the SFMTA's programmatic needs, reductions to the SFMTA program could result in similar land use program reductions as with the Full Preservation Alternative.

Alternative C is hereby rejected as infeasible because it would fail to meet the basic objectives of the Project. In particular, like Alternative B, Alternative C would not fully satisfy the Project's basic objectives to: (i) rebuild, expand, and modernize the SFMTA's Potrero Bus Yard by 2027 to efficiently maintain and store a growing Muni bus fleet according to the SFMTA Fleet Plan and Facilities Framework schedule; (ii) construct the first SFMTA transit facility with infrastructure for battery electric buses to facilitate Muni's transition to an all-electric fleet, in accordance with San Francisco and California policy; and (iii) achieve systemwide master plan priorities by consolidating scattered transit



support functions at Potrero Yard. Reductions to the transit facility under Alternative C could result in less space for operator training, operator and administration areas, transit street operations, and electric bus battery infrastructure, as well as displacement of maintenance bays and bus parking, limiting SFMTA's ability to meet the fleet plan mix, and loss of non-revenue vehicle parking spaces, limiting SFMTA's ability to consolidate transit street operations and other functions at Potrero Yard.

• Alternative D (Transit Facility Plus Commercial Only Alternative): Under the Transit Facility Plus Commercial Only Alternative, the 4.4-acre site would be redeveloped to provide a modern transit facility with commercial uses in a 75-foot-tall structure with three transit levels. However, Alternative D, unlike the Project, would not include residential uses within the transit facility (along Mariposa and Bryant streets) or proposed residential development atop the transit facility podium. All joint development space within the transit facility would be repurposed for SFMTA maintenance and circulation space, electric bus battery infrastructure, and staff amenities with the exception of ground-floor commercial space. The approximately 3,000 gross square feet of ground-floor commercial uses under the Project (Refined Project and Paratransit Variant) would be approximately 30,000 gross square feet less than under Alternative D, which would include 33,000 gross square feet of commercial uses along Bryant Street.

Streetscape improvements would be limited to a loading facility on Bryant Street for commercial use, and the off-street loading at the basement level would be dedicated to the SFMTA. There would be no passenger loading space on Hampshire or Bryant streets north of Mariposa Street; thus, fewer parking spaces adjacent to the project site would be lost compared to Project (Refined Project and Paratransit Variant) . Alternative D would require 107,000 cubic yards more excavation than the Project (Refined Project and Paratransit Variant) for the foundation and structural work and the below-grade basement. However, due to the smaller construction program for the transit facility and commercial space only, Alternative D could be constructed in 2.5 to 3 years, less than the approximately four years expected for the Project (Refined Project and Paratransit Variant)..

Alternative D is hereby rejected as infeasible. Overall, Alternative D would meet fewer of the additional project objectives than Alternatives B or C because there would be no residential component to the joint development. Without the residential component, the Alternative D project would deliver zero housing units and would fail to maximize reuse of a site located in a central, mixed-use neighborhood by creating a mixed-use development and providing dense housing and striving to maximize the number of affordable units on the site.

SECTION VI. STATEMENT OF OVERRIDING CONSIDERATIONS

The Planning Commission finds that, notwithstanding the imposition of all feasible mitigation measures, a total of three significant impacts related to cultural resources and air quality would remain significant and unavoidable with mitigation, as described in more detail above.

Pursuant to CEQA section 21081 and CEQA Guidelines section 15093, the Planning Commission hereby finds, after consideration of the Final EIR and the evidence in the record, that each of the specific overriding economic, legal, social, technological, and other benefits of the Project – including. as noted above, either the Refined Project or the Paratransit Variant – independently and collectively outweighs these significant and unavoidable impacts and is an overriding consideration warranting approval of the Project, as further



discussed below. Any one of the reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the Planning Commission will stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found below, and in the record of proceedings.

On the basis of the above findings and the substantial evidence in the whole record of this proceeding, the Planning Commission specifically finds that there are significant benefits of the Project to support approval of the Project in spite of the unavoidable significant impacts, and therefore makes this statement of overriding considerations. The Planning Commission further finds that, as part of the process of obtaining Project approvals, significant effects on the environment from implementation of the Project have been eliminated or substantially lessened, where feasible. All mitigation measures and improvement measures identified in the Final EIR and MMRP are adopted as part of the Approval Actions described in Section I, above.

Furthermore, the Planning Commission has determined that any remaining significant effects on the environment found to be unavoidable are acceptable due to the following specific overriding economic, technological, legal, social, and other considerations. The Project would meet all of the objectives, as described in the Draft EIR.

The Project would have the following benefits:

- The Project would advance SFMTA's Building Progress Program, which has a goal of repairing, renovating, and modernizing SFMTA's aging facilities and facilitating improvement of the overall transportation service delivery system in the City.
- The Project would replace an aging facility a new multilevel bus facility that will not only improve maintenance and storage capabilities, but also contribute to a greener, more sustainable, and reliable transportation system for the City.
- The Project would ensure resiliency to climate change and natural disasters and improve transit service by reducing vehicle breakdowns, increasing on-time performance, and reducing passenger overcrowding. Relatedly, the Project will provide a safer, more secure environment for SFMTA's employees and physical assets.
- The Project would directly address and support the City's housing goals—memorialized in its General Plan Housing Element and the Mayor's Public Lands for Housing Goals—by constructing a range of new housing units (up to 513) on the site.
- The Project would enhance safety and reduce conflicts between transit, commercial vehicles, bicyclists, drivers, and pedestrians in the project site vicinity.
- The Project would support transit-oriented development and promote the use of public transportation through an innovative and comprehensive transportation demand management program.
- The Project would demonstrate the City's leadership in sustainable development by constructing an environmentally low-impact facility intended to increase the site's resource efficiency.



Having considered the above, and in light of evidence contained in the FEIR and in the record, the Planning Commission finds that the benefits of the Project outweigh the unavoidable adverse environmental effects identified in the FEIR and/or Initial Study, and that those adverse environmental effects are therefore acceptable.

ATTACHMENT B – AGREEMENT TO IMPLEMENT MITIGATION MONITORING AND REPORTING PROGRAM: MITIGATION, IMPROVEMENT AND PUBLIC WORKS STANDARD CONSTRUCTION MEASURES (MMRP) and MMRP



Attachment B



MITIGATION MONITORING AND REPORTING PROGRAM: MITIGATION, IMPROVEMENT & PUBLIC WORKS STANDARD CONSTRUCTION MEASURES

Record No.: Case No. 2019-021884ENV

Block/Lot: 3971/001

Project Title:

SFMTA Potrero Yard Modernization Project

Lot Size: 4.4 acres
Project Sponsor: Chris Lazaro, SFMTA, (415) 549-6572

BPA Nos: Submittal pending Zoning: Public (P) Use District

Lead Agency: San Francisco Planning Department

65-X Height and Bulk District

Staff Contact: Jenr

Jennifer McKellar, Planning – (628) 652-7563

Tables 1 and 3 below indicate when compliance with each mitigation and improvement measure must occur. Some mitigation and improvement measures span multiple phases. Substantive descriptions of each mitigation measure's requirements are provided on the following pages in the Mitigation Monitoring and Reporting Program. The San Francisco Municipal Transportation Agency (SFMTA) is the project sponsor and property owner of the project site at 2500 Mariposa Street (Potrero Yard). Together the SFMTA and a private project co-sponsor (developer) are referenced below as the project sponsor team. In addition, pursuant to the May 11, 2023, memorandum regarding Public Works' Authority for project delivery of the Potrero Yard Project and the May 31, 2020, attachment referenced therein, San Francisco Public Works assumes responsibility for environmental compliance, including applicable Standard Construction Measures in Tables 2 and 6 below.

Period of Compliance

| Table 1: Adopted Mitigation Measure | Prior to the start of Construction* | During Construction** | Post- Construction or Operational | Compliance with MM completed? |
|---|-------------------------------------|--------------------------|---|-------------------------------|
| Mitigation Measure M-CR-1a: Documentation of Historical Resource | Χ | | | |
| Mitigation Measure M-CR-1b: Salvage Plan | Χ | | | |
| Mitigation Measure M-CR-1c: Interpretation of the Historical Resource | Χ | | | |
| Mitigation Measure M-CR-1d: Oral Histories | Χ | | | |
| Mitigation Measure M-TCR-1: Tribal Cultural Resources Preservation and/or Interpretive Program | X | X | X | |
| Mitigation Measure M-NO-1: Construction Noise Control | Χ | X | | |
| Mitigation Measure M-NO-2: Vibration-Sensitive Equipment at 2601 Mariposa Street (KQED Building) | X | X | | |
| Mitigation Measure NO-3: Fixed Mechanical Equipment Noise Control for Building Operations | X | | X | |



| Mitigation Measure M-AQ-1: Off-Road Construction Equipment Emissions Minimization | X | Х | | |
|---|---|---|---|--|
| Mitigation Measure M-AQ-3: Emergency Diesel Generator Health Risk Reduction Plan | X | | Х | |
| Mitigation Measure M-WI-1: Design Measures to Reduce Project-Specific Wind Impacts | Х | | | |
| Mitigation Measure M-GE-6a: Inadvertent Discovery of Paleontological Resources | X | X | | |
| Mitigation Measure M-GE-6b: Preconstruction Paleontological Evaluation for Class 3 (Moderate) Paleontological Sensitivity Sediments during Construction | X | Х | | |

^{*}Prior to any ground disturbing activities at the project site.

Period of Compliance

| Table 2: Adopted Public Works Standard Construction Measure | Prior to the start of Construction* | During Construction** | Post- Construction or Operational | Compliance with SCM completed? |
|---|-------------------------------------|--------------------------|---|--------------------------------|
| SCM #1: SEISMIC AND GEOTECHNICAL STUDIES | Х | Х | | |
| SCM #2: AIR QUALITY | X | X | | |
| SCM #3: WATER QUALITY | X | X | | |
| SCM #4: TRAFFIC | X | X | | |
| SCM #5: NOISE | X | X | | |
| SCM #6: HAZARDOUS MATERIALS | X | X | | |
| SCM #7: BIOLOGICAL RESOURCES | X | X | | |
| SCM #8: VISUAL AND AESTHETIC CONSIDERATIONS, PROJECT SITE | X | X | | |
| SCM #9: CULTURAL RESOURCES | X | X | | |

^{*}Prior to any ground disturbing activities at the project site.

(Continues on next page)

^{**}Construction is broadly defined to include any physical activities associated with construction of a development project including, but not limited to: site preparation, clearing, demolition, excavation, shoring, foundation installation, and building construction.

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Period of Compliance

| Table 3: Adopted Improvement Measure | Prior to the start of Construction* | During Construction** | Post- Construction or Operational | Compliance with Improvement Measure completed? |
|--|---|--------------------------|---|--|
| Improvement Measure I-TR-A: Construction Management Plan – Additional Measures | X | X | | |
| Improvement Measure I-TR-B: Driveway and Loading Operations Plan (DLOP) | | | X | |

^{*}Prior to any ground disturbing activities at the project site.

Signatures:

| CQ Lagree to implement the attached mitigation | n measure(s) and standard construction measures as described herein as conditions of project app | proval. |
|--|--|---------|
| | December 22, 2023 | |
| Private Project Co-Sponsor (Developer) | Date | |

Note to project sponsor team: Please contact CPC.EnvironmentalMonitoring@sfgov.org to begin the environmental monitoring process prior to the submittal of your building permits to the San Francisco Department Building Inspection.

(Continues on next page)

^{**}Construction is broadly defined to include any physical activities associated with construction of a development project including, but not limited to: site preparation, clearing, demolition, excavation, shoring, foundation installation, and building construction.



MITIGATION MONITORING AND REPORTING PROGRAM

Table 4: MITIGATION MEASURES FOR THE POTRERO YARD MODERNIZATION PROJECT

| | | MONTORING | AND REPORTING PROGRAM ¹ | |
|---|--|--|---|--|
| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
| MITIGATION MEASURES AGREED TO BY PROJECT SPONSOR TEAM | | | | |
| HISTORIC ARCHITECTURAL/CULTURAL RESOURCES | | | | |
| Mitigation Measure M-CR-1a: Documentation of Historical | | | | |
| Resource (HRER Part II, Mitigation Measure 1) | | | | |
| Prior to issuance of a demolition permit, the project sponsor team shall undertake Historic American Building/Historic American Landscape Survey-like (HABS/HALS-like) documentation of the building features. The documentation shall be undertaken by a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History, History, or Architecture (as appropriate) to prepare written and photographic documentation of the Potrero Trolley Coach Division Facility. The specific scope of the documentation shall be reviewed and approved by the Planning Department but shall include the following elements: Measured Drawings – A set of measured drawings shall be prepared that depict the existing size, scale, and dimension of the historic resource. Planning Department staff will accept the original architectural drawings or an as-built set of architectural drawings (e.g., plans, sections, elevations). Planning Department staff will assist the consultant in determining the appropriate level of measured drawings. Historic American Buildings/Historic American Landscape Survey-Level Photographs – Either Historic American Buildings/Historic American Landscape Survey (HABS/HALS) standard large-format or digital photography shall be used. The scope of the digital photographs shall be reviewed by Planning Department staff for concurrence, and all digital photography shall be conducted | Project Sponsor Team and qualified consultant, at the direction of the ERO | Prior to issuance of excavation permit or commencement of construction | Planning Department preservation staff shall review and approve the documentation package | Considered complete upor completion of the Planning Department approved documentation provided to the repositories in their preferred format and the print-on-demand booklet is made available to the public, upon request |



MONITORING AND REPORTING PROGRAM¹

| | Implementation | - Indiano in the control in the cont | Monitoring / Reporting | Monitoring Actions / |
|--|----------------|--|------------------------|----------------------|
| Adopted Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| photography shall be undertaken by a qualified professional with | | | - | |
| demonstrated experience in HABS/HALS photography. Photograph | | | | |
| views for the data set shall include contextual views; views of each | | | | |
| side of the building and interior views, including any original interior | | | | |
| features, where possible; oblique views of the building; and detail | | | | |
| views of character-defining features. All views shall be referenced on | | | | |
| a photographic key. This photographic key shall be on a map of the | | | | |
| property and shall show the photograph number with an arrow to | | | | |
| indicate the direction of the view. Historic photographs shall also be | | | | |
| collected, reproduced, and included in the data set. | | | | |
| HABS/HALS Historical Report – A written historical narrative and | | | | |
| report shall be provided in accordance with the HABS/HALS | | | | |
| Historical Report Guidelines. The written history shall follow an | | | | |
| outline format that begins with a statement of significance | | | | |
| supported by the development of the architectural and historical | | | | |
| context in which the structure was built and subsequently evolved. | | | | |
| The report shall also include architectural description and | | | | |
| bibliographic information. | | | | |
| Video Recordation (HRER Part II, Mitigation Measure 3) – Video | | | | |
| recordation shall be undertaken before demolition or site permits | | | | |
| are issued. The project sponsor team shall undertake video | | | | |
| documentation of the affected historical resource and its setting. | | | | |
| The documentation shall be conducted by a professional | | | | |
| videographer, one with experience recording architectural | | | | |
| resources. The documentation shall be narrated by a qualified | | | | |
| professional who meets the standards for history, architectural | | | | |
| history, or architecture (as appropriate) set forth by the Secretary of | | | | |
| the Interior's Professional Qualification Standards (36 Code of | | | | |
| Federal Regulations Part 61). The documentation shall include as | | | | |
| much information as possible—using visuals in combination with | | | | |
| narration—about the materials, construction methods, current | | | | |
| condition, historic use, and historic context of the historical | | | | |
| resource. This mitigation measure would supplement the | | | | |



| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|--|----------------------------------|------------------------------|---|---|
| traditional HABS/HALS documentation, and would enhance the | | | | |
| collection of reference materials that would be available to the | | | | |
| public and inform future research. | | | | |
| Softcover Book – A Print-on-Demand softcover book shall be | | | | |
| produced that includes the content from the historical report, | | | | |
| historical photographs, HABS/HALS photography, measured | | | | |
| drawings, and field notes. The Print-on-Demand book shall be | | | | |
| made available to the public for distribution. The project sponsor | | | | |
| team shall transmit such documentation to the History Room of the | | | | |
| San Francisco Public Library, San Francisco Architectural Heritage, | | | | |
| the Planning Department, and the Northwest Information Center. | | | | |
| The HABS/HALS documentation scope will determine the | | | | |
| requested documentation type for each facility, and the project | | | | |
| sponsor team will conduct outreach to identify other interested | | | | |
| groups. All documentation will be reviewed and approved by the | | | | |
| Planning Department's staff before any demolition or site permit is | | | | |
| granted for the affected historical resource. | | | | |
| Mitigation Measure M-CR-1b: Salvage Plan (HRER Part II, Mitigation | | | | |
| Measure 2) | | | | |
| Prior to any demolition that would remove character-defining | Project Sponsor | Prior to issuance of | Planning Department | Considered compete after |
| features, the project sponsor team shall consult with the planning | Team/qualified preservation | construction permits | | salvage occur and interpretive program is |
| department as to whether any such features may be salvaged, in | consultant at the | | | complete |
| whole or in part, during demolition/alteration. The project sponsor | direction of the | | | |
| team shall make a good faith effort to salvage materials of historical | ERO | | | |
| interest to be utilized as part of the interpretative program. | | | | |
| Mitigation Measure M-CR-1c: Interpretation of the Historical | | | | |
| Resource (HRER Part II, Mitigation Measure 4) | | | | |
| The project sponsor team shall facilitate the development of an | Project Sponsor | Prior to issuance of | Planning Department | Considered complete upon |
| interpretive program focused on the history of the project site. The | Team, | excavation permit or | preservation staff shall review | the Planning Department's |
| interpretive program should be developed and implemented by a | construction contractors, and | commencement of construction | and approve the interpretive program plan | approval and the Project Sponsor Team's |
| qualified professional with demonstrated experience in displaying | qualified | 2336 466011 | L. 29. 2 Mail | implementation of the |
| information and graphics to the public in a visually interesting | consultant, at the | | | interpretive program plan |
| | | | | |



| | | MONITORING | AND REPORTING PROGRAM | |
|--|-------------------------------------|---------------------|------------------------|----------------------|
| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting | Monitoring Actions / |
| manner, such as a museum or exhibit curator. This program shall be initially outlined in a proposal for an interpretive plan subject to review and approval by Planning Department staff. The proposal shall include the proposed format and the publicly-accessible location of the interpretive content, as well as high-quality graphics and written narratives. The proposal prepared by the qualified consultant describing the general parameters of the interpretive program shall be approved by Planning Department staff prior to issuance of the architectural addendum to the site permit. The detailed content, media, and other characteristics of such an interpretive program shall be approved by Planning Department | Responsibility direction of the ERO | Mitigation Schedule | Responsibility | Completion Criteria |
| staff prior to issuance of a Temporary Certificate of Occupancy. The interpretative program shall include but not be limited to the installation of permanent on-site interpretive displays or screens in publicly accessible locations. Historical photographs, including some of the large-format photographs required by Mitigation Measure M-CR-1a, may be used to illustrate the site's history. The oral history program required by Mitigation Measure M-CR-1d will also inform the interpretative program. | | | | |
| The primary goal is to educate visitors and future residents about the property's historical themes, associations, and lost contributing features within broader historical, social, and physical landscape contexts. These themes would include but not be limited to the subject property's historic significance for its association with the earliest years of San Francisco's Municipal Railway, the United States' first publicly owned street railway and for its distinctive characteristics as a car barn, for its post-Earthquake period of construction, and as the work of master Michael M. O'Shaughnessy. | | | | |
| Mitigation Measure M-CR-1d: Oral Histories (HRER Part II, Mitigation Measure 5) | | | | |



| | | | AND REPORTING PROGRAM | |
|---|--|---|---|---|
| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
| The project sponsor team shall undertake an oral history project on the resource that may include interviews of people such as former SFMTA employees, or other community members who may offer informative historic perspectives on the history and significance of the resource. The project shall be conducted by a professional historian in conformance with the Oral History Association's Principles and Best Practices (https://www.oralhistory.org/principles-and-best-practices-revised-2018/). In addition to transcripts of the interviews, the oral history project shall include a narrative project summary report containing an introduction to the project, a methodology description, and brief summaries of each conducted interview. Copies of the completed oral history project shall be submitted to the San Francisco Public Library, Planning Department, and other interested historical institutions. The oral history project shall also be incorporated into the interpretative program. | Project Sponsor Team and qualified consultant, at the direction of the ERO | Prior to issuance of excavation permit or commencement of construction | Planning Department preservation staff shall review and approve the documentation package | Considered complete upon the Planning Department's approval and the Project Sponsor Team's implementation of the interpretive program plan |
| Mitigation Measure M-TCR-1: Tribal Cultural Resources Preservation and/or Interpretive Program | | | | |
| During ground-disturbing activities that encounter archeological resources, if the Environmental Review Officer (ERO) determines that a significant archeological resource is present, and if in consultation with the affiliated Native American tribal representatives, the ERO determines that the resource constitutes a tribal cultural resource (TCR) and that the resource could be adversely affected by the proposed project, the proposed project shall be redesigned so as to avoid any adverse effect on the significant tribal cultural resource, if feasible. If the ERO, in consultation with the project sponsor, determines that preservation-in-place of the TCR would be both feasible and effective, then the archeological consultant shall prepare an archeological resource preservation plan (ARPP). Implementation of | Project Sponsor Team, construction contractors, and qualified consultant, at the direction of the ERO | Consultation and planning starting upon discovery of a potential TCR during archeological testing or during construction excavations; interpretive program to be implemented prior to issuance of building occupancy permit | Environmental Review Officer (ERO) or designee | In the event of the discovery of a TCR, considered complete after implementation of the Planning Department approved interpretation program |



| | Implementation | | Monitoring / Reporting | Monitoring Actions / |
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| the approved ARPP by the archeological consultant shall be required when feasible. | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| If the ERO, in consultation with the affiliated Native American tribal representatives and the project sponsor, determines that preservation-in-place of the TCR is not a sufficient or feasible option, then the project sponsor shall implement an interpretive program of the TCR in consultation with affiliated Native American tribal representatives. An interpretive plan produced in consultation with affiliated Native American tribal representatives, at a minimum, and approved by the ERO, would be required to guide the interpretive program. The plan shall identify proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays. | | | | |
| NOISE | | | | |
| Mitigation Measure M-NO-1: Construction Noise Control | | | | |
| The SFMTA and private project co-sponsor and/or its contractors on SFMTA's behalf (referred to below as project sponsor team) shall prepare construction noise control documentation as detailed below. Prior to issuance of any demolition or building permit, the project sponsor team shall submit a project-specific construction noise control plan to the Environmental Review Officer (ERO) or the ERO's designee for approval. The construction noise control plan shall be prepared by a qualified acoustical engineer, with input from the construction contractor, and include all feasible measures to reduce construction noise. The construction noise control plan shall identify noise control measures to meet a performance target of | Project Sponsor Team, construction contractors, acoustical engineer | Prior to the issuance of construction permits; prior to the commencement of each construction stage; implementation of monitoring ongoing during construction | Environmental review officer or designee in Planning Department, Project Sponsor Team | Noise control plan approved by ERO/Planning Department prior to construction and considered complete upon submission of a noise monitoring report after each construction phase and completion of construction activities |



MONITORING AND REPORTING PROGRAM¹

| | Implementation | | Monitoring / Reporting | Monitoring Actions / |
|--|----------------|---------------------|------------------------|----------------------|
| Adopted Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| construction activities not resulting in a noise level greater than | | | | |
| 90 dBA at noise-sensitive receptors and 10 dBA above the ambient | | | | |
| noise level at noise-sensitive receptors. The project sponsor team | | | | |
| shall ensure that requirements of the construction noise control | | | | |
| plan are included in contract specifications. If nighttime | | | | |
| construction is required, the plan shall include specific measures to | | | | |
| reduce nighttime construction noise. The plan shall also include | | | | |
| measures for notifying the public of construction activities, | | | | |
| complaint procedures, and a plan for monitoring construction noise | | | | |
| levels in the event complaints are received. The construction noise | | | | |
| control plan shall include the following measures to the degree | | | | |
| feasible, or other effective measures, to reduce construction noise | | | | |
| levels: | | | | |
| Use construction equipment that is in good working order, | | | | |
| and inspect mufflers for proper functionality; | | | | |
| Select "quiet" construction methods and equipment (e.g., | | | | |
| improved mufflers, use of intake silencers, engine | | | | |
| enclosures); | | | | |
| Use construction equipment with lower noise emission | | | | |
| ratings whenever possible, particularly for air compressors; | | | | |
| Prohibit the idling of inactive construction equipment for | | | | |
| more than five minutes; | | | | |
| Locate stationary noise sources (such as compressors) as | | | | |
| far from nearby noise-sensitive receptors as possible | | | | |
| (including future onsite noise-sensitive receptors at the | | | | |
| Phase 2 Bryant Street Housing under the phased | | | | |
| construction scenarios for the Refined Project), muffle such | | | | |
| noise sources, and construct barriers around such sources | | | | |
| and/or the construction site. | | | | |
| Avoid placing stationary noise-generating equipment (e.g., | | | | |
| generators, compressors) within noise-sensitive buffer areas | | | | |
| (as determined by the acoustical engineer) immediately | | | | |
| adjacent to neighbors (including future onsite noise- | | | | |



| Advantable to the second | Implementation | | Monitoring / Reporting | Monitoring Actions / |
|---|----------------|---------------------|------------------------|----------------------|
| Adopted Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| sensitive receptors at the Phase 2 Bryant Street Housing | | | | |
| under the phased construction scenarios for the Refined | | | | |
| Project). | | | | |
| Enclose or shield stationary noise sources from neighboring | | | | |
| noise-sensitive properties (including the future onsite noise- | | | | |
| sensitive receptors at the Phase 2 Bryant Street Housing | | | | |
| under the phased construction scenarios for the Refined | | | | |
| Project) with noise barriers to the extent feasible. To further | | | | |
| reduce noise, locate stationary equipment in pit areas or | | | | |
| excavated areas, if feasible; and | | | | |
| Install temporary barriers, barrier-backed sound curtains | | | | |
| and/or acoustical panels around working powered impact | | | | |
| equipment and, if necessary, around the perimeter of active | | | | |
| construction areas or phases. When temporary barrier units | | | | |
| are joined together, the mating surfaces shall be flush with | | | | |
| each other. Gaps between barrier units, and between the | | | | |
| bottom edge of the barrier panels and the ground, shall be | | | | |
| closed with material that completely closes the gaps, and | | | | |
| dense enough to attenuate noise. | | | | |
| Under the phased construction scenarios for the Refined | | | | |
| Project, develop strategies to reduce exposure to | | | | |
| construction noise in coordination with future onsite noise- | | | | |
| sensitive receptors at the Phase 2 Bryant Street Housing. | | | | |
| Some options to reduce noise include limiting noise to | | | | |
| Phase 2 Bryant Street receptors by delaying or limiting | | | | |
| occupancy in units closest to the construction zone or | | | | |
| notifying receptors of loud construction periods. These | | | | |
| options should be explored as part of the noise control plan | | | | |
| prepared by a qualified noise consultant and the | | | | |
| construction contractor. | | | | |
| The construction noise control plan shall include the following | | | | |
| measures for notifying the public of construction activities, | | | | |
| complaint procedures, and monitoring construction noise levels: | | | | |



| Designate an on-site construction noise manager for the project; Notify neighboring noise-sensitive receptors within 300 feet of the project construction area at least 30 days in advance of high-intensity noise-generating activities (e.g., pier drilling, pile driving, and other activities that may generate noise levels greater than 90 dBA at noise-sensitive receptors) about the estimated duration of the activity (including future onsite noise-sensitive receptors at the Phase 2 Bryant Street Housing under the phased construction scenarios for the Refined Project); Post a sign onsite describing noise complaint procedures and a complaint hotline number that shall always be answered during construction; Implement a procedure for notifying the planning department of any noise complaints within one week of receiving a complaint; Establish a list of measures for responding to and tracking complaints pertaining to construction noise. Such measures may include the evaluation and implementation of additional noise controls at sensitive receptors (residences, hospitals, convalescent homes, schools, churches, hotels and motels, and sensitive wildlife habitat); and Conduct noise monitoring (measurements) at the beginning of major construction phases (e.g., demolition, grading, excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. The construction noise control plan shall include the following | Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|--|--|----------------------------------|---------------------|--|---|
| project; Notify neighboring noise-sensitive receptors within 300 feet of the project construction area at least 30 days in advance of high-intensity noise-generating activities (e.g., pier drilling, pile driving, and other activities that may generate noise levels greater than 90 dBA at noise-sensitive receptors) about the estimated duration of the activity (including future onsite noise-sensitive receptors at the Phase 2 Bryant Street Housing under the phased construction scenarios for the Refined Project); Post a sign onsite describing noise complaint procedures and a complaint hotline number that shall always be answered during construction; Implement a procedure for notifying the planning department of any noise complaints within one week of receiving a complaint; Establish a list of measures for responding to and tracking complaints pertaining to construction noise. Such measures may include the evaluation and implementation of additional noise controls at sensitive receptors (residences, hospitals, convalescent homes, schools, churches, hotels and motels, and sensitive wildlife habitat); and Conduct noise monitoring (measurements) at the beginning of major construction phases (e.g., demolition, grading, excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | | | | | • |
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| noise levels greater than 90 dBA at noise-sensitive receptors) about the estimated duration of the activity (including future onsite noise-sensitive receptors at the Phase 2 Bryant Street Housing under the phased construction scenarios for the Refined Project); Post a sign onsite describing noise complaint procedures and a complaint hotline number that shall always be answered during construction; Implement a procedure for notifying the planning department of any noise complaints within one week of receiving a complaint; Establish a list of measures for responding to and tracking complaints pertaining to construction noise. Such measures may include the evaluation and implementation of additional noise controls at sensitive receptors (residences, hospitals, convalescent homes, schools, churches, hotels and motels, and sensitive wildlife habitat); and Conduct noise monitoring (measurements) at the beginning of major construction phases (e.g., demolition, grading, excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | of high-intensity noise-generating activities (e.g., pier | | | | |
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| and a complaint hotline number that shall always be answered during construction; Implement a procedure for notifying the planning department of any noise complaints within one week of receiving a complaint; Establish a list of measures for responding to and tracking complaints pertaining to construction noise. Such measures may include the evaluation and implementation of additional noise controls at sensitive receptors (residences, hospitals, convalescent homes, schools, churches, hotels and motels, and sensitive wildlife habitat); and Conduct noise monitoring (measurements) at the beginning of major construction phases (e.g., demolition, grading, excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | | | | | |
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| Implement a procedure for notifying the planning department of any noise complaints within one week of receiving a complaint; Establish a list of measures for responding to and tracking complaints pertaining to construction noise. Such measures may include the evaluation and implementation of additional noise controls at sensitive receptors (residences, hospitals, convalescent homes, schools, churches, hotels and motels, and sensitive wildlife habitat); and Conduct noise monitoring (measurements) at the beginning of major construction phases (e.g., demolition, grading, excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | · · | | | | |
| department of any noise complaints within one week of receiving a complaint; Establish a list of measures for responding to and tracking complaints pertaining to construction noise. Such measures may include the evaluation and implementation of additional noise controls at sensitive receptors (residences, hospitals, convalescent homes, schools, churches, hotels and motels, and sensitive wildlife habitat); and Conduct noise monitoring (measurements) at the beginning of major construction phases (e.g., demolition, grading, excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | | | | | |
| receiving a complaint; Establish a list of measures for responding to and tracking complaints pertaining to construction noise. Such measures may include the evaluation and implementation of additional noise controls at sensitive receptors (residences, hospitals, convalescent homes, schools, churches, hotels and motels, and sensitive wildlife habitat); and Conduct noise monitoring (measurements) at the beginning of major construction phases (e.g., demolition, grading, excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | | | | | |
| Establish a list of measures for responding to and tracking complaints pertaining to construction noise. Such measures may include the evaluation and implementation of additional noise controls at sensitive receptors (residences, hospitals, convalescent homes, schools, churches, hotels and motels, and sensitive wildlife habitat); and Conduct noise monitoring (measurements) at the beginning of major construction phases (e.g., demolition, grading, excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | · · · · · · · · · · · · · · · · · · · | | | | |
| complaints pertaining to construction noise. Such measures may include the evaluation and implementation of additional noise controls at sensitive receptors (residences, hospitals, convalescent homes, schools, churches, hotels and motels, and sensitive wildlife habitat); and • Conduct noise monitoring (measurements) at the beginning of major construction phases (e.g., demolition, grading, excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | g , | | | | |
| measures may include the evaluation and implementation of additional noise controls at sensitive receptors (residences, hospitals, convalescent homes, schools, churches, hotels and motels, and sensitive wildlife habitat); and • Conduct noise monitoring (measurements) at the beginning of major construction phases (e.g., demolition, grading, excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | | | | | |
| of additional noise controls at sensitive receptors (residences, hospitals, convalescent homes, schools, churches, hotels and motels, and sensitive wildlife habitat); and • Conduct noise monitoring (measurements) at the beginning of major construction phases (e.g., demolition, grading, excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | , , , | | | | |
| (residences, hospitals, convalescent homes, schools, churches, hotels and motels, and sensitive wildlife habitat); and Conduct noise monitoring (measurements) at the beginning of major construction phases (e.g., demolition, grading, excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | | | | | |
| churches, hotels and motels, and sensitive wildlife habitat); and • Conduct noise monitoring (measurements) at the beginning of major construction phases (e.g., demolition, grading, excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | · · | | | | |
| Conduct noise monitoring (measurements) at the beginning of major construction phases (e.g., demolition, grading, excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | | | | | |
| Conduct noise monitoring (measurements) at the beginning of major construction phases (e.g., demolition, grading, excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | | | | | |
| of major construction phases (e.g., demolition, grading, excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | | | | | |
| excavation) and during high-intensity construction activities to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | | | | | |
| to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. | | | | | |
| measures and, if necessary, implement additional noise control measures. | | | | | |
| control measures. | | | | | |
| | | | | | |
| THE CONSTRUCTION HOISE CONTROL DIAN SHAIL INCLUDE THE TOHOWINS TO THE TOTAL TO | | | | | |
| additional measures in the event of pile-driving activities: | · · · · · · · · · · · · · · · · · · · | | | | |



| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|---|----------------------------------|-----------------------------------|--|---|
| When pile driving is to occur within 600 feet of a noise- | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| sensitive receptor, implement "quiet" pile-driving | | | | |
| technology (such as pre-drilling of piles, sonic pile drivers, | | | | |
| | | | | |
| auger cast-in-place, or drilled-displacement, or the use of | | | | |
| more than one pile driver to shorten the total pile-driving | | | | |
| duration [only if such measure is preferable to reduce | | | | |
| impacts to sensitive receptors]) where feasible, in | | | | |
| consideration of geotechnical and structural requirements and conditions; | | | | |
| Where the use of driven impact piles cannot be avoided, | | | | |
| properly fit impact pile driving equipment with an intake | | | | |
| and exhaust muffler and a sound-attenuating shroud, as | | | | |
| specified by the manufacturer; and | | | | |
| Conduct noise monitoring (measurements) before, during, | | | | |
| and after the pile-driving activity. | | | | |
| Mitigation Measure M-NO-2: Vibration-Sensitive Equipment at | | | | |
| 2601 Mariposa Street (KQED Building) | | | | |
| Prior to construction, the SFMTA and private project co-sponsor | Project Sponsor | Prior to the issuance | Project sponsor, project | Considered complete after |
| and/or its contractors on SFMTA's behalf (referred to below as | Team, and qualified | building and construction permits | acoustical engineer and Planning Department | construction activities are completed and after |
| project sponsor team) shall designate and make available a | consultant, at the | construction permits | Planning Department | buildings and/or structures |
| community liaison to respond to vibration complaints from building | direction of the | | | are remediated to their |
| occupants at the KQED building, located at 2601 Mariposa Street. | ERO | | | pre-construction condition |
| Contact information for the community liaison shall be posted in a | | | | at the conclusion of |
| conspicuous location so that it is clearly visible to building | | | | vibration-generating activity on the site, should |
| occupants most likely to be disturbed. Through the community | | | | any damage occur |
| liaison, the project sponsor team shall provide notification to | | | | any damage occar |
| property owners and occupants of 2601 Mariposa Street at least | | | | |
| 10 days prior to construction activities involving equipment that can | | | | |
| generate vibration capable of interfering with vibration-sensitive | | | | |
| equipment, informing them of the estimated start date and | | | | |
| duration of vibration-generating construction activities. Equipment | | | | |
| types capable of generating such vibration include an impact pile | | | | |



MONITORING AND REPORTING PROGRAM¹

| | Implementation | | Monitoring / Reporting | Monitoring Actions / |
|--|----------------|---------------------|------------------------|----------------------|
| Adopted Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| driver, or similar equipment, operating within 250 feet of the | | | | |
| building or a vibratory roller, or similar equipment, operating within | | | | |
| 125 feet of the building. If feasible, the project sponsor team shall | | | | |
| identify potential alternative equipment and techniques that could | | | | |
| reduce construction vibration levels. Alternative equipment and | | | | |
| techniques may include, but are not limited to: | | | | |
| pre-drilled piles, | | | | |
| caisson drilling, | | | | |
| oscillating or rotating pile installation, | | | | |
| jetting piles into place using a water injection at the tip of | | | | |
| the pile could be substituted for driven piles, if feasible, | | | | |
| based on soil conditions, | | | | |
| static rollers could be substituted for vibratory rollers in | | | | |
| some cases. | | | | |
| If concerns prior to construction or complaints during construction | | | | |
| related to equipment interference are identified, the community | | | | |
| liaison shall work with the project sponsor team and the affected | | | | |
| building occupants to resolve the concerns such that the vibration | | | | |
| control measures would meet a performance target of the 65 VdB | | | | |
| vibration level threshold for vibration sensitive equipment, as set | | | | |
| forth by Federal Transit Authority (FTA). To resolve concerns raised | | | | |
| by building occupants, the community liaison shall convey the | | | | |
| details of the complaint(s) to the project sponsor team, such as who | | | | |
| shall implement specific measures to ensure that the project | | | | |
| construction meets the performance target of 65 VdB vibration level | | | | |
| for vibration sensitive equipment. These measures may include | | | | |
| evaluation by a qualified noise and vibration consultant, scheduling | | | | |
| certain construction activities outside the hours of operation or | | | | |
| recording periods of specific vibration-sensitive equipment if | | | | |
| feasible, and/or conducting ground-borne vibration monitoring to | | | | |
| document that the project can meet the performance target of | | | | |
| 65 VdB at specific distances and/or locations. Ground-borne | | | | |



| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|---|--|--|--|--|
| vibration monitoring, if appropriate to resolve concerns, shall be conducted by a qualified noise and vibration consultant. | | | | |
| Mitigation Measure NO-3: Fixed Mechanical Equipment Noise Control for Building Operations | | | | |
| The SFMTA and a private project co-sponsor and/or its contractors on SFMTA's behalf (referred to below as project sponsor team) shall prepare operational noise control documentation as detailed below. Prior to approval of a building permit, the project sponsor team shall submit documentation to the Environmental Review Officer (ERO) or the officer's designee, demonstrating with reasonable certainty that the building's fixed mechanical equipment (such as heating, ventilation and air conditioning [HVAC] equipment) meets the noise limits specified in sections 2909 (b) and 2909 (d) of the noise ordinance (i.e., an 8-dB increase above the ambient noise level at the property plane for commercial or mixed-use properties; and interior noise limits of 55 dBA and 45 dBA for daytime and nighttime hours inside any sleeping or living room in a nearby dwelling unit on a residential property assuming windows open, respectively). Acoustical treatments required to meet the noise ordinance may include, but are not limited to: | Project Sponsor Team and qualified consultant, at the direction of the ERO | Prior to the issuance building permit | Environmental Review Officer (ERO) or designee | Considered complete after receipt and acceptance of the appropriate documentation to the ERO |
| Enclosing noise-generating mechanical equipment; Installing relatively quiet models of air handlers, exhaust fans, and other mechanical equipment; Using mufflers or silencers on equipment exhaust fans; Orienting or shielding equipment to protect noise-sensitive receptors (residences, hospitals, convalescent homes, schools, churches, hotels and motels, and sensitive wildlife habitat) to the greatest extent feasible; Increasing the distance between noise-generating equipment and noise-sensitive receptors; and/or | | | | |



| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|--|---|--|---|---|
| Placing barriers around the equipment to facilitate the attenuation of noise. | | | | · |
| Compliance with this fixed-mechanical equipment noise control for building operations standard requirement does not obviate the need for the equipment to demonstrate compliance with the noise ordinance throughout the lifetime of the project. AIR QUALITY Mitigation Measure M-AQ-1: Off-Road Construction Equipment Emissions Minimization | | | | |
| The SFMTA and private project co-sponsor and/or its contractors on SFMTA's behalf (referred to below as project sponsor team) shall comply with the following: A. Engine Requirements. 1. All off-road equipment greater than or equal to 25 horsepower shall have engines that meet U.S. EPA or California Air Resources Board Tier 4 Final off-road emission standards. 2. Where access to alternative sources of power is available, portable diesel engines shall be prohibited. If access to alternative sources of power is infeasible, portable diesel engines shall meet the requirements of Subsection (A)(1). 3. Diesel engines, whether for off-road or on-road equipment, shall not be left idling for more than two minutes, at any location, except as provided in exceptions to the applicable state regulations regarding idling for off-road and on-road equipment (e.g., traffic conditions, safe operating conditions). The project sponsor team shall post legible and visible signs in English, Spanish, and Chinese, in designated queuing | Project Sponsor Team, construction contractors | Prior to issuance of a construction permit; implementation ongoing during construction | Environmental Review Officer (ERO) or designee/ project sponsor | Considered complete upon Planning Department review and approval of Construction Emissions Minimization Plan, ongoing review and approval of biannual reports, and review and approval of final construction report |



| | Implementation | | Monitoring / Reporting | Monitoring Actions / |
|--|----------------|---------------------|------------------------|----------------------|
| Adopted Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| areas and at the construction site to remind operators of | | | | |
| the two-minute idling limit. | | | | |
| 4. The project sponsor team shall instruct construction | | | | |
| workers and equipment operators on the maintenance | | | | |
| and tuning of construction equipment and require that | | | | |
| such workers and operators properly maintain and tune | | | | |
| equipment in accordance with manufacturer | | | | |
| specifications. | | | | |
| B. Waivers. | | | | |
| 1. The San Francisco Planning Department Environmental | | | | |
| Review Officer (ERO) may waive the equipment | | | | |
| requirements of Subsection (A)(1) if: a particular piece of | | | | |
| off-road Tier 4 Final equipment is not regionally | | | | |
| available, not technically feasible, or would not produce | | | | |
| desired emissions reduction due to expected operating | | | | |
| modes. In granting the waiver, the project sponsor team | | | | |
| must demonstrate with substantial evidence that the | | | | |
| project construction does not exceed the BAAQMD | | | | |
| threshold for NOx (54 lbs/day) by resulting in a net | | | | |
| increase of average daily NOx emissions greater than 4 | | | | |
| pounds per day. The project sponsor team must also | | | | |
| demonstrate with substantial evidence that the overall | | | | |
| combined construction and operational excess cancer | | | | |
| risk does not exceed 7 per 1 million persons exposed at | | | | |
| nearby sensitive receptors. | | | | |
| C. Construction Emissions Minimization Plan. | | | | |
| 1. Before starting onsite construction activities, the project | | | | |
| sponsor team shall submit a Construction Emissions | | | | |
| Minimization Plan (Plan) to the ERO for review and | | | | |
| approval. The Plan shall state, in reasonable detail, how | | | | |
| the project sponsor team will meet the requirements of | | | | |
| Section A. | | | | |



| 0.4 | J 84:4 | india Managara | Implementation | Militar di an Cabadada | Monitoring / Reporting | Monitoring Actions / |
|---------|--------|--|----------------|------------------------|------------------------|----------------------|
| Adopted | | igation Measures The Plan shall include estimates of the construction | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| | ۷. | timeline by phase, with a description of each piece of off- | | | | |
| | | | | | | |
| | | road equipment required for every construction phase. | | | | |
| | | The description may include, but is not limited to: | | | | |
| | | equipment type, equipment manufacturer, equipment | | | | |
| | | identification number, engine model year, engine | | | | |
| | | certification (Tier rating), horsepower, engine serial | | | | |
| | 2 | number, and expected fuel use and hours of operation. | | | | |
| | 3. | The project sponsor team shall ensure that all applicable | | | | |
| | | requirements of the Plan have been incorporated into | | | | |
| | | the contract specifications. The Plan shall include a | | | | |
| | | certification statement that the project sponsor team | | | | |
| | | agrees to comply fully with the Plan. | | | | |
| | 4. | The project sponsor team shall make the Plan available | | | | |
| | | to the public for review onsite during working hours. The | | | | |
| | | project sponsor team shall post at the construction site | | | | |
| | | a legible and visible sign summarizing the Plan. The sign | | | | |
| | | shall also state that the public may ask to inspect the | | | | |
| | | Plan for the project at any time during working hours and | | | | |
| | | shall explain how to request to inspect the Plan. The | | | | |
| | | project sponsor team shall post at least one copy of the | | | | |
| | | sign in a visible location on each side of the construction | | | | |
| | | site facing a public right-of-way. | | | | |
| D. | | onitoring | | | | |
| | 1. | After start of construction activities, the project sponsor | | | | |
| | | team shall submit biannual reports to the ERO | | | | |
| | | documenting compliance with the Plan. After | | | | |
| | | completion of construction activities and prior to | | | | |
| | | receiving a final certificate of occupancy, the project | | | | |
| | | sponsor team shall submit to the ERO a final report | | | | |
| | | summarizing construction activities, including the start | | | | |
| | | and end dates and duration of each construction phase, | | | | |
| | | and the specific information required in the Plan. | | | | |



| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
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| Mitigation Measure M-AQ-3: Emergency Diesel Generator Health Risk Reduction Plan | | | | |
| The SFMTA and private project co-sponsor and/or its contractors on SFMTA's behalf (referred to below as the project sponsor team) shall comply with the following: 1. Require all emergency diesel generators to meet Tier 4 Final emission standards and reduce annual testing limit to 20 hours per year for each generator; or 2. Require all emergency generators to be battery-powered; or 3. The project sponsor team shall retain a qualified air quality consultant to develop an Emergency Diesel Generator Health Risk Reduction Plan. The project sponsor team shall submit the plan to the San Francisco Planning Department Environmental Review Officer (ERO) for review and approval prior to issuance of a permit for emergency diesel generators from the San Francisco Department of Building Inspection or the Bay Area Air Quality Management District. The plan must include, for each emergency diesel generator, a description of the anticipated venting location, engine specifications, and annual maintenance testing procedures. The plan must demonstrate with substantial evidence that annual maintenance testing will not result in the project's overall construction and operational cancer risk exceeding 7 per one million persons exposed at nearby offsite sensitive receptors. Additionally, the operator of the facility at which the generators are located (including the private project co-sponsor as applicable) shall be required to maintain records of the testing schedule for each emergency diesel generator for the life of that generator and to | Project Sponsor Team and construction contractor | Prior to issuance of a permit for emergency diesel generator | Project Sponsor Team, facility maintenance contractor, and the Planning Department | Considered complete upon Planning Department review and approval of Emergency Diesel Generator Health Risk Reduction Plan |



| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
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| provide this information for review to the planning department | | | | |
| within three months of requesting such information. | | | | |
| WIND | | | | |
| Mitigation Measure M-WI-1(a): Design Measures to Reduce Project- Specific Wind Impacts | | | | |
| The project sponsor team shall retain a qualified wind consultant to prepare, in consultation with the San Francisco Planning Department (planning department), a wind impact mitigation report that identifies design measures to reduce the project's wind impacts in the project scenario. Prior to certification of the Final Environmental Impact Report, the project sponsor team shall submit the wind impact mitigation report to the planning department for its final review and approval. The wind impact mitigation report shall incorporate updated information on the building design based on a list of potential wind reduction measures identified below, along with the estimated effectiveness of each measure to reduce the identified off-site wind hazards. • Porous façades on portions of the north, east and west sides for natural ventilation as part of the heating, ventilation, and air conditioning strategy for the new transit facility at the second and third levels • Recessed building corner up to 12 feet in height at the southwest corner of proposed building near Bryant/Mariposa intersection • Vertical elevated screens on portions of the second and third levels of the west façade (Bryant Street) • Vertical wind screens at grade level on the adjacent Bryant Street sidewalk near the Bryant/Mariposa intersection | Project Sponsor Team/qualified consultant | Prior to completion of the environmental review | Project Sponsor Team, and the Planning Department | Completion of and acceptance of the wind impact mitigation report by the Planning Department |
| Such wind reduction design measures may include additional onsite landscaping, or equivalent wind-reducing features; and off-site wind reduction measures such as landscaping, streetscape | | | | |



| | Implementation | - Inditional Control | Monitoring / Reporting | Monitoring Actions / |
|---|--|---|---|--|
| Adopted Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| improvements or other wind-reducing features, such as wind screens. | | | | |
| The project sponsor team shall implement as many of the design measures identified in the wind impact mitigation report as needed to reduce the proposed project's or project variants' potential to create a new wind hazard or exacerbate an existing wind hazard in publicly accessible areas of substantial pedestrian use to less-than-significant levels. The final wind impact mitigation report should not find that the project produces a net increase of the already identified wind hazard exceedances. The planning department shall approve the final list of wind reduction measures that the project sponsor team shall implement. | | | | |
| Mitigation Measure M-WI-1(b): Additional Wind Testing | | | | |
| If changes to the building design or massing are proposed after certification of the Final Environmental Impact Report, additional wind analysis may be required to confirm the modified design does not result in any 9-hour wind hazard exceedances and to minimize 1-hour wind hazard exceedances. If the planning department determines that the modified design could result in wind hazard criterion exceedances (for example, due to the removal of one or more wind reducing features), the project sponsor team shall retain a qualified wind consultant to prepare a wind analysis under the direction of the planning department. The wind analysis may require a wind tunnel test and shall identify wind reduction measures needed to avoid 9-hour wind hazard exceedances. | Project Sponsor Team /qualified consultant | Prior to completion of the environmental review | Project Sponsor Team, and the Planning Department | Completion of and acceptance of the wind impact mitigation report by the Planning Department |
| GEOLOGY AND SOILS | | | | |
| Mitigation Measure M-GE-6a: Inadvertent Discovery of Paleontological Resources | | | | |



| | | MONTOKING | AND REPORTING PROGRAM | |
|---|--|--|---|---|
| Adonted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting | Monitoring Actions / |
| Worker Awareness Training - Prior to commencing construction, and ongoing throughout ground disturbing activities (e.g., excavation, utility installation, the project sponsor and/or their designee shall ensure that all project construction workers are trained on the contents of the Paleontological Resources Alert Sheet, as provided by the Planning Department. The Paleontological Resources Alert Sheet shall be prominently displayed at the construction site during ground disturbing activities for reference regarding potential paleontological | Responsibility Project Sponsor Team, construction contractors, at the direction of the ERO | Mitigation Schedule Prior to construction commencement | Responsibility Project Sponsor Team and the Planning Department | Submission of evidence of worker awareness training and distribution of alert sheet to the satisfaction of the Planning Department, including proper adherence to procedures if a resource is encountered |
| In addition, the project sponsor shall inform the contractor and construction personnel of the immediate stop work procedures and other procedures to be followed if bones or other potential fossils are unearthed at the project site. Should new workers that will be involved in ground disturbing construction activities begin employment after the initial training has occurred, the construction supervisor shall ensure that they receive the worker awareness training as described above. | | | | |
| The project sponsor shall complete the standard form/affidavit confirming the timing of the worker awareness training to the Environmental Review Officer (ERO). The affidavit shall confirm the project's location, the date of training, the location of the informational handout display, and the number of participants. The affidavit shall be transmitted to the ERO within five (5) business days of conducting the training. | | | | |
| Paleontological Resource Discoveries - In the event of the discovery of an unanticipated paleontological resource during project construction, ground disturbing activities shall temporarily be halted within 25 feet of the find until the discovery is examined by a qualified paleontologist as recommended by the Society of | | | | |



| Adopted Mitigation Measures Vertebrate Paleontology standards (SVP 2010) and Best Practices in Mitigation Paleontology (Murphey et al. 2019). Work within the sensitive area shall resume only when deemed appropriate by the qualified paleontologist in consultation with the ERO. The qualified paleontologist shall determine: 1) if the discovery is scientifically significant, 2) the necessity for involving other responsible or resource agencies and stakeholders, if required or determined applicable, and 3) methods for resource recovery. If a paleontological resource assessment results in a determination that the resource is not scientifically important, this conclusion shall be documented in a Paleontological Evaluation Letter to demonstrate compliance with applicable statutory requirements (e.g., Federal Antiquities Act of 1906, ECRO Guidelines Section 150645, California Public Resources Preservation Act 2009). The Paleontological Evaluation Letter shall be submitted to the ERO for review within 30 days of the discovery. If the qualified paleontologist determines that a paleontological resource is of scientific importance, and there are no feasible measures to avoid disturbing this paleontological resource, the qualified paleontologist shall prepare a Paleontological Mitigation Program. The mitigation program shall include measures to fully document and recover the resource of scientific importance. The qualified paleontologist shall submit the mitigation program to the ERO for review and approval within 10 business days of the discovery. Upon approval by the ERO, ground disturbing activities in the project area shall resume and be monitored as determined by the qualified paleontologist for the duration of such activities. | | | MONITORING | AND REPORTING PROGRAM- | |
|--|--|----------------|---------------------|------------------------|---------------------|
| Vertebrate Paleontology (Murphey et al. 2019) and Best Practices in Mitigation Paleontology (Murphey et al. 2019). Work within the sensitive area shall resume only when deemed appropriate by the qualified paleontologist in consultation with the ERO. The qualified paleontologist shall determine: 1) if the discovery is scientifically significant; 2) the necessity for involving other responsible or resource agencies and stakeholders, if required or determined applicable; and 3) methods for resource recovery. If a paleontological resource assessment results in a determination that the resource is not scientifically important, this conclusion shall be documented in a Paleontological Evaluation Letter to demonstrate compliance with applicable statutory requirements (e.g., Federal Antiquities Act of 1906, ECPA Guidelines Section 1504-5, California Public Resources Preservation Act 2009). The Paleontological Evaluation Letter shall be submitted to the ERO for review within 30 days of the discovery. If the qualified paleontologist determines that a paleontological resource, the qualified paleontologist all prepare a Paleontological Mitigation Program. The mitigation program shall include measures to fully document and recover the resource of scientific importance. The qualified paleontologist shall submit the mitigation program to the ERO for review and approval within 10 business days of the discovery. Upon approval by the ERO, ground disturbing activities in the project area shall resume and be monitored as determined by the qualified paleontologist for the duration of such activities. The mitigation program shall include: 1) procedures for | Adapted Mitigation Managers | • | Mitigation Cahadula | | |
| Mitigation Paleontology (Murphey et al. 2019). Work within the sensitive area shall resume only when deemed appropriate by the qualified paleontologist in consultation with the ERO. The qualified paleontologist shall determine: 1) if the discovery is scientifically significant; 2) the necessity for involving other responsible or resource agencies and stakeholders, if required or determined applicable; and 3) methods for resource recovery. If a paleontological resource assessment results in a determination that the resource is not scientifically important, this conclusion shall be documented in a Paleontological Evaluation Letter to demonstrate compliance with applicable statutory requirements (e.g., Federal Antiquities Act of 1906, CEQA Guidelines Section 15064.5, California Public Resources Code Chapter 17, Section 5097.5, Paleontological Resources Preservation Act 2009). The Paleontological Evaluation Letter shall be submitted to the ERO for review within 30 days of the discovery. If the qualified paleontologist determines that a paleontological resource is of scientific importance, and there are no feasible measures to avoid disturbing this paleontological Portugation Program. The mitigation program shall include measures to fully document and recover the resource of scientific importance. The qualified paleontologist shall submit the mitigation program to the ERO for review and approval within 10 business days of the discovery. Upon approval by the ERO, ground disturbing activities in the project area shall resume and be monitored as determined by the qualified paleontologist for the duration of such activities. The mitigation program shall include: 1) procedures for | | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
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| | and qualified pareonitorogist for the duration of such detivities. | | | | |
| | The mitigation program shall include: 1) procedures for | | | | |
| ICONSTRUCTION FROM A CHE DIVIECESTE. ZEUSSTEDERATATION AUG. E | construction monitoring at the project site; 2) fossil preparation and | | | | |



| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|--|----------------------------------|-----------------------|--|---|
| identification procedures; 3) curation of paleontological resources | Responsibility | Mitigation Schedute | Responsibility | Completion criteria |
| of scientific importance into an appropriate repository; and 4) | | | | |
| preparation of a Paleontological Resources Report (report or | | | | |
| paleontology report) at the conclusion of ground disturbing | | | | |
| activities. The report shall include dates of field work, results of | | | | |
| monitoring, fossil identifications to the lowest possible taxonomic | | | | |
| level, analysis of the fossil collection, a discussion of the scientific | | | | |
| significance of the fossil collection, conclusions, locality forms, an | | | | |
| itemized list of specimens, and a repository receipt from the | | | | |
| curation facility. The project sponsor shall be responsible for the | | | | |
| preparation and implementation of the mitigation program, in | | | | |
| addition to any costs necessary to prepare and identify collected | | | | |
| fossils, and for any curation fees charged by the paleontological | | | | |
| repository. The paleontology report shall be submitted to the ERO | | | | |
| for review within 30 business days from conclusion of ground | | | | |
| disturbing activities, or as negotiated following consultation with | | | | |
| the ERO. | | | | |
| Mitigation Measure M-GE-6b: Preconstruction Paleontological | | | | |
| Evaluation and Monitoring Plan during Construction | | | | |
| The project sponsor shall engage a qualified paleontologist to | Project Sponsor | Prior to construction | Project Sponsor Team and the | Completion of and |
| develop a site-specific monitoring plan prior to commencing soil- | Team, construction | commencement | Planning Department | acceptance of the Preconstruction |
| disturbing activities at the project site. The Preconstruction | contractors, and | | | Paleontological Evaluation |
| Paleontological Monitoring Plan would determine project | qualified | | | by the Planning |
| construction activities requiring paleontological monitoring based | consultant, at the | | | Department |
| on those may affect sediments with moderate sensitivity for | direction of the | | | |
| paleontological resources. Prior to issuance of any demolition | ERO | | | |
| permit, the project sponsor shall submit the Preconstruction | | | | |
| Paleontological Monitoring Plan to the ERO for approval. | | | | |
| At a minimum, the plan shall include: | | | | |
| 1. Project Description | | | | |
| Regulatory Environment – outline applicable federal, state and local regulations | | | | |



| | | Implementation | | Monitoring / Reporting | Monitoring Actions / |
|----|---|----------------|---------------------|------------------------|----------------------|
| | d Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| | Summary of Sensitivity Classification(s) | | | | |
| 4. | , 8 | | | | |
| | 4.a. Field studies conducted by the approved paleontologist | | | | |
| | to check for fossils at the surface and assess the exposed | | | | |
| | sediments. | | | | |
| | 4.b. Literature Review to include an examination of geologic | | | | |
| | maps and a review of relevant geological and | | | | |
| | paleontological literature to determine the nature of | | | | |
| | geologic units in the project area. | | | | |
| | 4.c. Locality Search to include outreach to the University of | | | | |
| | California Museum of Paleontology in Berkeley. | | | | |
| 5. | • | | | | |
| | finding of potential site sensitivity for paleontological | | | | |
| | resources; and depth of potential resources if known. | | | | |
| 6. | Recommendations for any additional measures that could | | | | |
| | be necessary to avoid or reduce any adverse impacts to | | | | |
| | recorded and/or inadvertently discovered paleontological | | | | |
| | resources of scientific importance. Such measures could | | | | |
| | include: | | | | |
| | 6.a. Avoidance: If a known fossil locality appears to contain | | | | |
| | critical scientific information that should be left undisturbed | | | | |
| | for subsequent scientific evaluation. | | | | |
| | 6.b. Fossil Recovery: If isolated small, medium- or large- | | | | |
| | sized fossils are discovered during field surveys or | | | | |
| | construction monitoring, and they are determined to be | | | | |
| | scientifically significant, they should be recovered. Fossil | | | | |
| | recovery may involve collecting a fully exposed fossil from | | | | |
| | the ground surface, or may involve a systematic excavation, | | | | |
| | depending upon the size and complexity of the fossil | | | | |
| | discovery. | | | | |
| | 6.c. Monitoring: Monitoring involves systematic inspections | | | | |
| | of graded cut slopes, trench sidewalls, spoils piles, and | | | | |
| | other types of construction | | | | |



| | Implementation | | Monitoring / Reporting | Monitoring Actions / |
|--|----------------|---------------------|------------------------|----------------------|
| Adopted Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| excavations for the presence of fossils, and the fossil | | | | |
| recovery and documentation of these fossils before they are | | | | |
| destroyed by further ground disturbing actions. Standard | | | | |
| monitoring is typically used in the most paleontologically | | | | |
| sensitive geographic areas/geologic units (moderate, high | | | | |
| and very high potential); while spot-check monitoring is | | | | |
| typically used in geographic areas/geologic units of | | | | |
| moderate or unknown paleontological sensitivity (moderate | | | | |
| or unknown potential). | | | | |
| 6.d. Data recovery and reporting: Fossil and associated data | | | | |
| discovered during soils disturbing activities should be | | | | |
| treated according to professional paleontological standards | | | | |
| and documented in a data recovery report. The plan should | | | | |
| define the scope of the data recovery report. | | | | |
| define the scope of the data recovery report. | | | | |
| The consultant shall document the monitoring conducted | | | | |
| according to the monitoring plan and any data recovery completed | | | | |
| for significant paleontological resource finds discovered, if any. | | | | |
| Plans and reports prepared by the consultant shall be considered | | | | |
| draft reports subject to revision until final approval by the ERO. The | | | | |
| | | | | |
| final monitoring report and any data recovery report shall be | | | | |
| submitted to the ERO prior to the certificate of occupancy. | | | | |

Continues on the next page.



Table 5: IMPROVEMENT MEASURES FOR THE POTRERO YARD MODERNIZATION PROJECT

MONITORING AND REPORTING PROGRAM¹ **Monitoring Actions Implementation** Monitoring / Reporting Responsibility Responsibility **Completion Criteria Adopted Improvement Measures Mitigation Schedule** IMPROVEMENT MEASURES AGREED TO BY PROJECT SPONSOR TEAM TRANSPORTATION Improvement Measure I-TR-A: Construction Management Plan – Additional Measures As part of the project's construction management plan, the SFMTA Project Sponsor Project Sponsor Team, SFMTA Considered complete upon Prior to the issuance Team, including of construction (in its regulatory capacity) the submittal and approval and a private project co-sponsor and/or its contractors on SFMTA's SFMTA regulatory of the Construction permits: behalf (referred to as project sponsor team) will require additional teams, and Management Plan to the implementation measures to further minimize disruptions to people walking and construction SFMTA (in its regulatory ongoing during bicycling, transit, and emergency vehicles during project contractor construction with capacity) construction updates construction: The additional measures include: provided weekly: Active Monitoring of Carpool, Bicycle, Walk, and Transit Access for Construction Detours as needed Workers—Carpool, Bicycle, Walk, and Transit Access for Construction Workers—To minimize parking demand and vehicle trips associated with construction workers, the construction contractor will include as part of the Construction Management Plan methods to encourage carpooling, bicycle, walk, and transit access to the project site by construction workers. These methods could include providing secure bicycle parking spaces, participating in free-to-employee and employer ride matching program from www.511.org, participating in emergency ride home program through the City of San Francisco (www.sferh.org), and providing transit information to construction workers. Project Construction Updates for Adjacent Businesses and **Residents**— To minimize construction impacts on access to nearby residences and businesses, the project sponsor team will provide nearby residences and adjacent businesses with regularly updated information regarding project construction, including construction activities, peak construction vehicle activities, travel lane closures,



| | MONITORING AND REPORTING PROGRAM | | | | |
|---|----------------------------------|---|---|---|--|
| Adopted Improvement Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria | |
| and parking lane and sidewalk closures (e.g., via the project's website). At regular intervals to be defined in the construction management plan, a regular email notice will be distributed by the project sponsor team that would provide current construction information of interest to neighbors, as well as contact information for specific construction inquiries or concerns. Improvement Measure I-TR-B: Driveway and Loading Operations Plan (DLOP) | | | Responsibility | - Completion Criteria | |
| The project sponsor team (including joint development project sponsor as applicable) will be required to prepare and implement a Driveway and Loading Operations Plan (DLOP). The DLOP will be prepared by the private project co-sponsor, in coordination with the SFMTA, and submitted as part of the application for the first temporary occupancy permit. The DLOP will include provisions to manage loading activities and driveway operations associated with the below-grade onsite loading spaces; provisions for assessing onstreet commercial and passenger loading supply and protocol for expanding on-street supply, if needed; provisions for trash/recycling/compost truck access and collection operations; provisions for residential move-in and move-out operations; provisions for scheduling Muni deliveries using the onsite loading facilities; and provisions for accommodating recurring deliveries such as UPS, Federal Express, and USPS within the onsite loading facilities. | Project Sponsor Team | Project Sponsor Team to submit Loading Management Plan to ERO prior to the issuance of any certificate of occupancy for the proposed project. | ERO, Project Sponsor Team or successor owner/ manager of residential building | Considered complete upon ERO approval of Loading Management Plan; Ongoing monitoring to continue indefinitely | |
| The intent of the DLOP is to reduce potential conflicts between passenger and freight loading and transit operations, and between passenger and freight loading activities and people walking and bicycling, and other vehicles in the project vicinity, as well as to maximize reliance on onsite facilities to accommodate freight loading demand. | | | | | |



Table 6: PUBLIC WORKS STANDARD CONSTRUCTION MEASURES FOR THE POTRERO YARD MODERNIZATION PROJECT

Public Works' Regulatory Affairs division will ensure the Standard Construction Measures are included in construction specifications and contracts. The planning department environmental monitoring team will confirm the public works standard construction measures have been incorporated into the final project agreement with the project sponsor team.

| | MONITORING AND REPORTING PROGRAM ¹ | | | |
|--|---|-----------------------------|--|---|
| Adopted Public Works Standard Construction Measure | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
| PUBLIC WORKS STANDARD CONSTRUCTION MEASURES AGREED TO BY PROJECT SPONSOR TEAM | | | | |
| Public Works Standard Construction Measure #1, Seismic and Geotechnical Studies (Geology and Soils) | | | | |
| The project manager shall ensure that projects that may potentially be affected by existing soil, slope and/or geologic conditions at the project site will be screened for liquefaction, subsidence, landslide, fault displacement, and other geological hazards at the project site, and will be engineered and designed as necessary to minimize risks to safety and reliability due to such hazards. As necessary, geotechnical investigations will be performed. | Project Sponsor Team, construction contractors | Prior to construction | Project Sponsor Team, Planning Department, Public Works Regulatory Affairs | Considered complete upon submission of geotechnical investigations, if applicable |
| Public Works Standard Construction Measure #2, Air Quality | | | | |
| All projects will comply with the Construction Dust Control Ordinance. Major construction projects that are estimated to require 20 or more days of cumulative work within the Air Pollutant Exposure Zone must comply with the additional clean construction requirements of the Clean Construction Ordinance. | Project Sponsor Team, construction contractors | Ongoing during construction | Project Sponsor Team, Planning Department, Public Works Regulatory Affairs | Considered complete upon submission of a Site- Specific Dust Control Plan for the review and approval of the Department of Public Health |
| Public Works Standard Construction Measure #3, Water Quality | | | | |
| All projects will implement erosion and sedimentation controls to be tailored to the project site, such as fiber rolls and/or gravel bags around storm drain inlets, installation of silt fences, and other such measures sufficient-to prevent discharges of sediment and other pollutants to storm drains and all surface waterways, such as San Francisco Bay, the Pacific Ocean, water supply reservoirs, wetlands, swales, and streams. As required based on project location and size, | Project Sponsor Team, construction contractors | Ongoing during construction | Project Sponsor Team, Planning Department, Public Works Regulatory Affairs | Considered complete upon Project Sponsor Team's enforcement of water quality considerations |



| Adopted Public Works Standard Construction Measure | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
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| a Stormwater Control Plan (in most areas of San Francisco) or a Stormwater Pollution Prevention Plan (SWPPP) (in certain areas of San Francisco) will be prepared. If uncontaminated groundwater is encountered during excavation activities, it will be discharged in compliance with applicable water quality standards and discharge permit requirements. | | | | |
| Public Works Standard Construction Measure #4, Traffic | | | | |
| All projects will implement traffic control measures sufficient to maintain traffic and pedestrian circulation on streets affected by construction of the project. The measures will also, at a minimum, be consistent with the requirements of San Francisco Municipal Transportation Agency (SFMTA)'s Blue Book. Traffic control measures may include, but not be limited to, flaggers and/or construction warning sign age of work ahead; scheduling truck trips during non-peak hours to the extent feasible; maintaining access to driveways, private roads, and off-street commercial loading facilities by using steel trench plates or other such method; and coordination with local emergency responders to maintain emergency access. Any temporary rerouting of transit vehicles or relocation of transit facilities would be coordinated with SFMTA Muni Operations. | Project Sponsor Team, construction contractors | Ongoing during construction | Project Sponsor Team; SFMTA Muni Operations, Public Works Regulatory Affairs | Considered complete upon the submittal and approval of the Construction Management Plan to the SFMTA |
| Public Works Standard Construction Measure #5, Noise | | | | |
| All projects will comply with local noise ordinances resulting construction noise. Public Works shall undertake measures to minimize noise disruption to nearby neighbors and sensitive receptors during construction. These efforts could include using best available noise control technologies on equipment (i.e., mufflers, ducts, and acoustically attenuating shields), locating stationary noise sources (i.e., pumps and generators) away from sensitive receptors, erecting temporary noise barriers, and other such means. | Project Sponsor Team, construction contractors | Ongoing during construction | Project Sponsor Team, Planning Department, Public Works Regulatory Affairs | Considered complete upon Project Sponsor enforcement of local noise ordinances |



| Adopted Public Works Standard Construction Measure | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|---|---|-----------------------------|--|---|
| Public Works Standard Construction Measure #6, Hazardous Materials | | | | |
| Projects that involve excavation of 50 cubic yards of soil in the Maher Zone will comply with the Maher Ordinance. Projects on sites that are not currently located in the Maher Zone but have the potential to contain hazardous materials in soil and/or groundwater will be referred to the Department of Public Health as newly identified Maher sites. | Project Sponsor Team, construction contractors | Ongoing during construction | Project Sponsor Team, Planning Department, Public Works Regulatory Affairs | Considered complete upon Project Sponsor enforcement of Maher ordinance |
| Public Works Standard Construction Measure #7, Biological Resources | | | | |
| Projects will comply with all local, state, and federal requirements for surveys, analysis, and protection of biological resources (e.g., Migratory Bird Treaty Act, Federal and State Endangered Species Acts, etc.). The project site and the immediately surrounding area will be screened to determine whether biological resources may be affected by construction. If biological resources are present, a qualified biologist will carry out a survey of the project site to note the presence of general biological resources and to identify whether habitat for special-status species and/or migratory birds is present. If necessary, measures will be implemented to protect biological resources, such as installing wildlife exclusion fencing, establishing work buffer zones, installing bird deterrents, having a qualified biologist conduct monitoring, and other such applicable measures. Tree removal will also comply with any applicable tree protection ordinance. | Project Sponsor Team, construction contractors | Ongoing during construction | Project Sponsor Team, Planning Department, Public Works Regulatory Affairs | Considered complete upon Project Sponsor enforcement of biological considerations |
| Public Works Standard Construction Measure #8, Visual and Aesthetic Considerations, Project Site | | | | |
| All project sites will be maintained in a clean and orderly state. Construction staging areas will be sited away from public view, and on currently paved or previously disturbed areas, where possible. | Project Sponsor Team, construction contractors | Ongoing during construction | Project Sponsor Team, Planning Department, Public Works Regulatory Affairs | Considered complete upon Project Sponsor Team's enforcement of visual considerations |



| | | | AND REPORTING PROGRAM | |
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| Advanda News degree de de con esta esta esta esta esta esta esta esta | Implementation | Military Co. | Monitoring / Reporting | Monitoring Actions / |
| Adopted Public Works Standard Construction Measure | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| Nighttime lighting will be directed away from residential areas and | | | | |
| have shields to prevent light spillover effects. Upon project | | | | |
| completion, project sites on City-owned lands will be returned to | | | | |
| their general pre-project condition, including re-grading of the site | | | | |
| and re-vegetation or re-paving of disturbed areas to the extent this | | | | |
| is consistent with Public Works Bureau of Urban Forestry Policy and | | | | |
| San Francisco Code. Project sites on non-City land will be restored | | | | |
| to their general pre-project condition so that the owner may return | | | | |
| them to their prior use, unless otherwise arranged with the property | | | | |
| owner. | | | | |
| Public Works Standard Construction Measure #9, Cultural Resources | | | | |
| <u> </u> | D : | D : | D : | |
| All projects that will alter a building or structure, produce vibrations, | Project Sponsor Team, | Prior to issuance of a construction permit | Project Sponsor Team, the EP Archeologist staff, Public | Considered complete upon compliance with Standard |
| or include soil disturbance will be screened to assess whether | construction | construction permit | Works and the ERO | Archeological Measure III |
| cultural resources are or may be present and could be affected, as | contractors | | | (Testing/Data Recovery) |
| detailed below. | | | | requirements |
| | | | | |
| Soil is defined as native earthen deposits or introduced earthen fill. | | | | |
| Soil does not include materials that were previously introduced as | | | | |
| part of roadway pavement section including asphalt concrete | | | | |
| wearing roadway base and subbase. | | | | |
| | | | | |
| Archeological Resources. The EP Archeologist has determined that | | | | |
| Standard Archeological Measure III (Testing/Data Recovery) shall be | | | | |
| implemented by Public Works to protect and/or treat significant | | | | |
| archeological resources identified as being present within the site | | | | |
| and potentially affected by the project (see Attachment H: Public | | | | |
| Works Archeological Measure III (Testing / Data Recovery)). | | | | |
| | | | | |
| 1. Public Works shall implement the EP Archeologist's | | | | |
| recommendations prior to and/or during project | | | | |
| construction consistent with Standard Archeological | | | | |
| Measure III and shall consult with the EP Archeologist in | | | | |



| Adopted Public Works Standard Construction Measure | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|---|---|--|---|---|
| selecting a qualified archeological consultant from the EP Archeological Resources Consultant Pool, as needed, to implement these measures. | | | Responsibility | |
| 2. Soil-disturbing activities in archeologically sensitive areas, as identified through the above process, will not begin until preconstruction archeological measures required by the EP Archeologist (e.g., preparation of an Archeological Testing Plan, Archeological Treatment Plan, and/or an Archeological Data Recovery Plan) have been implemented. | | | | |
| Public Works Standard Construction Measure #9, Cultural Resources | | | | |
| All projects that will alter a building or structure, produce vibrations, or include soil will be screened to assess whether cultural resources are or may be present disturbance and could be affected, as detailed below. | Project Sponsor Team, construction contractors | Prior to issuance of a construction permit | Project Sponsor Team, the EP Preservation staff, Public Works and the ERO | Considered complete upon compliance with requirements |
| Historic (Built Environment) Resources. Where construction will take place in proximity to a building or structure identified as a significant historical resource but would not otherwise directly affect it, Public Works will implement protective measures, such as but not limited to, the erection of temporary construction barriers to ensure that inadvertent impacts to such buildings or structures are avoided. These measures shall require the development of a Construction Best Practices for Historical Resources Plan and a plan outlining the Construction Monitoring for Historical Resources Program to be reviewed and approved by CCSF Planning Department Preservation staff. | | | | |
| If a project includes or is directly adjacent to historic buildings or structures susceptible to vibration (such as but not limited to unreinforced masonry, earthen construction, lathe and plaster, or fragile architectural ornamentation) as determined in consultation with CCSF Planning Department Preservation staff, Public Works will determine if vibrations associated with proposed construction | | | | |



| Involvementation Manifesting / Parasting / Parasting / Manifesting / Parasting | | | | |
|--|----------------------------------|---------------------|--|---|
| Adopted Public Works Standard Construction Measure | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
| activities has the potential to cause damage to such buildings or structures. Generally, vibration below 0.12 inches per second peak particle velocity does not have the potential to damage sensitive buildings or structures. A vibration study may be necessary to determine if such vibration levels will occur. If Public Works determines in consultation with CCSF Planning Department Preservation staff that vibration damage may occur, Public Works will engage a qualified historic architect or historic preservation professional to document and photograph the preconstruction condition of the building and prepare a plan for monitoring the building during construction. The monitoring plan will be submitted to and approved by CCSF Planning Department Preservation Planner prior to the beginning of construction and will be implemented during construction. The monitoring plan will identify how often monitoring will occur, who will undertake the monitoring, reporting requirements on vibration levels, reporting requirements on damage to adjacent historical resources during construction, reporting procedures to follow if such damage occurs, and the scope of the preconstruction survey and post-construction conditions assessment. | Responsibility | intigution schedule | Responsibility | Completion circuit |
| If any damage to a historic building or structure occurs, Public Works will modify activities to minimize further vibration. If any damage occurs, the building will be repaired following the Secretary of the Interior's Standards for the Treatment of Historic Properties under the guidance of a qualified historic architect or historic preservation professional in consultation with CCSF Department Preservation Planner. | | | | |

¹ Definitions of MMRP Column Headings:

<u>Adopted Mitigation, Improvement or Public Works Standard Construction Measures:</u> Full text of the mitigation measures, improvement measures or Public Works Standard Construction Measures copied verbatim from the final CEQA document.

Implementation Responsibility: Entity who is responsible for implementing the mitigation measures, improvement measures or Public Works Standard Construction Measures. In most cases this is the project sponsor and/or project's sponsor's contractor/consultant and at times under the direction of the planning department.

Mitigation Schedule: Identifies milestones for when the actions in the mitigation measure, improvement measure or Public Works Standard Construction Measure need to be implemented.



Monitoring/Reporting Responsibility: Identifies who is responsible for monitoring compliance with the mitigation measure, improvement measure or Public Works Standard Construction Measure and any reporting responsibilities. In most cases it is the Planning Department who is responsible for monitoring compliance. If a department or agency other than the planning department is identified as responsible for monitoring, there should be an expressed agreement between the planning department and that other department/agency. In most cases the project sponsor, their contractor, or consultant are responsible for any reporting requirements.

Monitoring Actions/Completion Criteria: Identifies the milestone at which the mitigation measure, improvement measure or Public Works Standard Construction Measure is considered complete. This may also identify requirements for verifying compliance.



PLANNING COMMISSION RESOLUTION NO. 21484

HEARING DATE: JANUARY 11, 2024

Case Number: 2019-021884CUA/ENV/GPA/MAP/PCA/SHD [Board File No. 231256]

Initiated by: Planning Commission / Introduced October 19, 2023 by Resolution No. 21412 (GPA)

Supervisors Ronen and Walton/Introduced December 5, 2023 (MAP and PCA)

Project Address: 2500 Mariposa Street (SFMTA Potrero Modernization Project)

Zoning: P (Public) Zoning District

65-X Height and Bulk District

Block/Lot: 3971 / 001 **Project Sponsor:** Chris Jauregui

Company: Plenary Americas, Potrero Neighborhood Collective LLC

Address: 555 W. Fifth St., Suite 3150 City, State: Los Angeles, CA 90013

Property Owner: City and County of San Francisco, SFMTA

1 South Van Ness Ave., 7 Floor

San Francisco, CA 94103

Staff Contacts: Mathew Snyder, Senior Citywide Planner

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Jennifer.Mckellar@sfgov.org,625-652-7563

Reviewed by: Joshua Switzky, Acting Director of Citywide Planning

Joshua.Swtizky@sfgov.org, 628-652-7464

RESOLUTION APPROVING A PROPOSED ORDINANCE THAT WOULD AMEND THE GENERAL PLAN, INCLUDING URBAN DESIGN ELEMENT MAP 4 ("URBAN DESIGN GUIDELINES FOR THE HEIGHT OF BUILDINGS") AND URBAN DESIGN ELEMENT MAP 5 ("URBAN DESIGN GUIDELINES FOR THE BULK OF BUILDINGS"); AND ADOPTING FINDINGS, INCLUDING ENVIRONMENTAL FINDINGS, PLANNING CODE SECTION 340 FINDINGS, AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

WHEREAS, Section 4.105 of the Charter of the City and County of San Francisco provides to the San Francisco Planning Commission ("Commission") the opportunity to periodically recommend General Plan Amendments to the Board of Supervisors; and,

WHEREAS, pursuant to Planning Code Section 340(c), the Commission initiated General Plan Amendments for the Potrero Yard Modernization Project, per Planning Commission Resolution No. 21412 on October 19, 2023;

WHEREAS, the Ordinance would enable the Potrero Yard Modernization Project and Paratransit Variant ("Project"), which is located at 2500 Mariposa Street, Lot 001 in Assessor's Block 3971, and

WHEREAS, the Project consist of demolishing SFMTA's existing two-story bus facility and constructing an approximately 1,240,000 square foot, 75-150 foot, mixed-use building that will contain Public Transportation Facility and Public Utility Yard Uses for SFMTA's new state-of-the-art facility and up to approximately 465 dwelling units. Designed to accommodate SFMTA's current and future bus maintenance, operation, and administrative needs, the first four levels of the building (up to 75 feet in height) will be a modern, energy-efficient, and seismically safe facility that includes bus maintenance, storage, and repair spaces and employee training and support spaces. The remaining portions of the building (up to 150 feet in height) will be dedicated to the construction of the joint residential and commercial development between SFMTA and Potrero Neighborhood Collective (PNC). In addition to the proposed building, the Project will also include the construction of street improvements including new bulbouts, ADA ramps, street trees, Class 2 bicycle parking spaces, and the addition of on-street passenger and commercial loading spaces along Hampshire and Bryant Streets. A public restroom will be constructed within the building at the corner of Bryant and 17th Street.

WHEREAS, the Project also includes a Paratransit Variant, an alternative to the proposal, which constructs approximately 23,809 additional square feet of area dedicated to SFMTA's Paratransit division for administrative and operation spaces, and paratransit storage, operation, and circulation areas, and reduces the number of dwelling units from 465 to 104; and

WHEREAS, Urban Design Element Map 4, "Urban Design Guidelines for the Height of Building," limits building heights at the subject site to "41-88-feet", which does not accommodate the proposed height of the Project. Similarly, Urban Design Element Map 5, "Urban Design Guidelines for the Bulk of Buildings", also does not accommodate the proposed design of the Project; and

WHEREAS, the subject General Plan amendments would amend Map 4 by adding to the map notes: "Change Lot 001 n Assessor's Block 3971 so that it has a height designation of 89-160 ft."; and would amend Map 5 by adding to the map notes: "Change the bulk limits for the site identified as the San Francisco Municipal Transportation Agency Potrero Bus Yard (Assessor's Block 3971, Lot 001), to indicate that there shall be no bulk limit below 75 feet, but that bulk shall be limited between 75 feet and 150 feet as determined by the following controls: (1) building area above 75 feet shall be limited to no more than 50% lot coverage; (2) there shall be 10 foot setbacks above 75 feet along the west, south, and east sides of the site, and a 60 foot setback above 75 feet along the north side of the site; and (3) portions of the building above 75 feet may encroach into the setbacks described in (2) above, but said encroachment shall be limited to no more than a total of 180 linear feet for the west, south, and east sides of the site."; and,

WHEREAS, the Project will also require that the Planning Commission recommend approval to the Board of Supervisors of (1) Planning Code Text Amendments that would create Planning Code Section 249.98, the Potrero Yard Special Use District, which would permit housing and certain non-residential uses where they are currently not permitted in the P (Public) Use District and provide development controls and building standards specifically tailored for the site; (2) Zoning Map Amendments that would designate the subject property to be



located within the Potrero Yard SUD and redesignate its Height and Bulk District from 65-X to 150-PY. Other Planning Commission actions include (1) certification of the Environmental Impact Report pursuant to the California Environmental Quality Act ("CEQA"); (2) adoption of CEQA findings under CEQA, including findings rejecting alternatives as infeasible and adopting a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program ("MMRP"); (3) grant Conditional Use Authorization for a Planned Unit Development for the Project itself; and (4) adopt Shadow Findings pursuant to Planning Code Section 295 with the recommendation of the of the Recreation and Parks Commission, that net new shadow on Franklin Square Park by the proposed Project at 2500 Mariposa Street would not be adverse to the use of Franklin Square Park; and

WHEREAS, on January 11, 2024, the Planning Commission reviewed and considered the Final EIR for the Potrero Yard Modernization Project ("FEIR") and found the FEIR to be adequate, accurate and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and certified the FEIR for the Project in compliance with the California Environmental Quality Act ("CEQA"), the CEQA Guidelines and Chapter 31 by Motion No. 21482; and,

WHEREAS, on January 11, 2024, the Commission by Motion No. 21483 adopted CEQA Findings, including adoption of a Mitigation Monitoring and Reporting Program (MMRP), under Case No. 2019-021884ENV, for approval of the Project, which findings and MMRP are incorporated by reference as though fully set forth herein; and.

WHEREAS, the Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Ordinance on January 11, 2024; and,

WHEREAS, the Planning Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of Department staff and other interested parties; and

WHEREAS, all pertinent documents may be found in the files of the Department, as the Custodian of Records, at 49 South Van Ness Avenue, Suite 1400, San Francisco; and

WHEREAS, the Planning Commission has reviewed the proposed Ordinance; and

WHEREAS, the Planning Commission finds from the facts presented that the public necessity, convenience, and general welfare require the proposed amendment; and

RESOLVED, that the Planning Commission hereby approves the proposed ordinance.

Findings

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:



- The Amendments would allow the Project to be constructed to its proposed height and size, thereby advancing SFMTA's Building Progress Program, which has the goal of repairing, renovating, and modernizing SFMTA's aging facilities and facilitating improvement of the overall transportation service delivery system in the City; the Project would contribute to a greener, more sustainable, and reliable transportation system in the City;
- The Amendments would enable the Project, which in turn would make available public land for housing, particularly affordable housing, thereby furthering the City's housing goals and implementation of the Housing Element via the Public Land housing program by constructing up to 465 new housing units on the site;
- The Amendments would enable the Project, thereby ensuring resiliency to climate change and natural disasters and improve transit service by reducing vehicle breakdowns, increasing on-time performance, and reducing passenger overcrowding. Relatedly, the Project will provide a safer, more secure environment for SFMTA's employees and physical assets.
- The Amendments would enable the construction of state-of-the-art mixed-use building comprised of a modern SFMTA facility, housing, commercial, and public uses. The new building will act as anchor for the Northeast Mission neighborhood and showcase its modern public transportation use while providing land for housing.
- The Amendment will enable the Project, which in turn maintain and increase job opportunities for City and provide much improved and safer working environments for SFMTA's employees.

General Plan Compliance

The proposed Ordinance is consistent with the following Objectives and Policies of the General Plan These General Plan findings may be applied to any other required actions that further the Project, as generally described herein, including, but not limited to, actions that otherwise require General Plan Referrals under City Charter Section 4.105 and Administrative Code Sections 2A.51 through 2A.53.

HOUSING

OBJECTIVE 1.B

ADVANCE EQUITABLE HOUSING ACCESS.

Policy 5

Improve access to the available Affordable Rental and Homeownership units especially for disproportionately underserved racial and social groups.

Policy 6

Advance equal housing access by eliminating discrimination based on race, ethnicity, immigration status, HIV+ status, gender identity, sexual orientation, disabilities, age, prior incarceration, or mental health and improving housing programs for underserved groups.



The proposed new housing units would be targeted as affordable and workforce housing and would significantly increase the availability of much needed housing in the Mission and the City as a whole.

OBJECTIVE 3.C

ELIMINATE DISPLACEMENT OF VULNERABLE COMMUNITIES¹⁷ AND COMMUNITIES OF COLOR.

Policy 18

Tailor zoning changes within Priority Equity Geographies and intersecting Cultural Districts to serve the specific needs of American Indian, Black, and other communities of color while implementing programs to stabilize communities and meet community needs.

Policy 21

Prevent the potential displacement and adverse racial and social equity impacts of zoning changes, planning processes, or public and private investments especially for populations and <u>areas vulnerable to displacement</u>.

The Project would involve creating new housing without demolishing units or otherwise displacing local residents. The subject site is with the Mission District, which is identified as a Priority Equity Geography. SFMTA and their Joint Development Partner have engaged the local community through a robust multi-year outreach effort to solicit input on aspects of the project that are important to the local community.

OBJECTIVE 4.A

SUBSTANTIALLY EXPAND THE AMOUNT OF PERMANENTLY AFFORDABLE HOUSING FOR EXTREMELY LOW- TO MODERATE-INCOME HOUSEHOLDS

POLICY 15

Expand permanently affordable housing investments in Priority Equity Geographies to better serve American Indian, Black, and other People of color within income ranges underserved, including extremely-, very low-, and moderate-income households.

The housing will be targeted to serve households at a variety of affordability levels.

OBJECTIVE 5.A

CONNECT PEOPLE TO JOBS AND THEIR NEIGHBORHOOD WITH NUMEROUS, EQUITABLE, AND HEALTHY TRANSPORTATION AND MOBILITY OPTIONS

POLICY 17

Expand investments in Priority Equity Geographies to advance equitable access to resources while ensuring community stability.

The subject site is with a Priority Equity Geography and represents a significant investment in a community resource that will benefit the local community and the City as a whole.

POLICY 37



Facilitate neighborhoods where proximity to daily needs and high-quality community services and amenities promotes social connections, supports caregivers, reduces the need for private auto travel, and advances healthy activities.

The subject site has excellent access to daily needs, high quality community services and amenities. It is located across the street from Franklin Square Park, one block away from a major retail center, and has access to other smaller scale retail and community uses throughout the Northeast Mission neighborhood. Beyond being a transit hub itself, it is located near several Muni bus lines including but not limited to the 22-Fillmore and 27-Bryant. It is also adjacent to a major bike route along 17th Street.

POLICY 38

Ensure transportation investments create equitable access to transit and are planned in parallel with increase in housing capacity to advance well-connected neighborhoods consistent with the City's <u>Connect SF vision</u>, and encourage sustainable trips³⁵ in new housing.

As noted above, the proposed Project will be located adjacent to and on top of a major transit facility and near several Muni lines. The Project does not include any off-street parking for residents or employees which will discourage the use of private vehicles and encourage the use of more sustainable means of transportation.

OBJECTIVE 5.B

ADVANCE ENVIRONMENTAL JUSTICE, CLIMATE, AND COMMUNITY RESILIENCE

POLICY 40

Enforce and improve planning processes and building regulations to ensure a healthy environment for new housing developments, especially in Environmental Justice Communities.

The subject site is located within an area identified as having a high environmental justice burden by the Environmental Justice Framework of the General Plan. SFMTA and their Joint Development Partner, PNC, have reached out to the local community and other key stakeholders to illicit feedback on what qualities are important to local residents and employees.

OBJECTIVE 5.C

ELEVATE EXPRESSION OF CULTURAL IDENTITIES THROUGH THE DESIGN OF ACTIVE AND ENGAGING NEIGHBORHOOD BUILDINGS AND SPACES

POLICY 41

Shape urban design policy, standards, and guidelines to enable cultural and identity expression, advance architectural creativity and durability, and foster neighborhood belonging.

POLICY 42

Support cultural uses, activities, and architecture that sustain San Francisco's diverse cultural heritage. The Project will incorporate public art into the building's façade at several locations. SFMTA and their Joint Development Partner worked with the Potrero Yard Working Group to discuss how artists and their proposed art will be selected to assure the community has a key role in determining this feature of the Project.



TRANSPORTATION

OBJECTIVE 1

MEET THE NEEDS OF ALL RESIDENTS AND VISITORS FOR SAFE, CONVENIENT AND INEXPENSIVE TRAVEL WITHIN SAN FRANCISCO AND BETWEEN THE CITY AND OTHER PARTS OF THE REGION WHILE MAINTAINING THE HIGH QUALITY LIVING ENVIRONMENT OF THE BAY AREA.

POLICY 1.1

Involve citizens in planning and developing transportation facilities and services, and in further defining objectives and policies as they relate to district plans and specific projects.

This is a major transportation project for the City. SFMTA and their Joint Development Partner engaged the community and stakeholders on an ongoing basis in the planning process including the development of the Potrero Yard Design Guidelines, which set the parameters for the Project.

POLICY 1.2

Ensure the safety and comfort of pedestrians throughout the city.

POLICY 1.6

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

The Project's streetscape plan includes new bulbouts, ADA ramps, Class 2 bicycle parking spaces, street trees, expanded sidewalks, on-street commercial and loading spaces, and landscaping, thereby furthering the safety and accessibility for pedestrians, and providing more robust choice of travel modes at a transit, bicycle, and pedestrian rich environment.

POLICY 1.7

Assure expanded mobility for the disadvantaged.

The Paratransit Variant proposal would include dedicated storage and maintenance areas for SFMTA's paratransit fleet at the facility, which would improve the operation of SFMTA's ability to serve the disadvantaged.

Further, the streetscape plan includes safety and accessibility improvements for pedestrians including new ADA ramps, on-street ADA passenger loading spaces, and increased sidewalk widths.

OBIECTIVE 2

USE THE TRANSPORTATION SYSTEM AS A MEANS FOR GUIDING DEVELOPMENT AND IMPROVING THE ENVIRONMENT.

POLICY 2.4

Organize the transportation system to reinforce community identity, improve linkages among interrelated activities and provide focus for community activities.

POLICY 2.5



Provide incentives for the use of transit, carpools, vanpools, walking and bicycling and reduce the need for new or expanded automobile and automobile parking facilities.

The Project site is located within close proximity to public transportation and other sustainable modes of transportation. The Project's bold design will provide a beacon of the importance of transit and its relationship with housing.

OBJECTIVE 9

IMPROVE BICYCLE ACCESS TO SAN FRANCISCO FROM ALL OUTLYING CORRIDORS. POLICY 9.1

Accommodate bicycles on regional transit facilities and important regional transportation links, such as the City's light rail vehicles, wherever and whenever practically feasible.

The Project's streetscape plan includes ample Class 2 bike parking spaces and an improved bike facility along 17th Street.

OBJECTIVE 11

ESTABLISH PUBLIC TRANSIT AS THE PRIMARY MODE OF TRANSPORTATION IN SAN FRANCISCO AND AS A MEANS THROUGH WHICH TO GUIDE FUTURE DEVELOPMENT AND IMPROVE REGIONAL MOBILITY AND AIR QUALITY.

POLICY 11.2

Continue to favor investment in transit infrastructure and services over investment in highway development and other facilities that accommodate the automobile.

The Potrero Yard Modernization Project represents the first major project of SFMTA's Building Progress Program in which SFMTA seeks to make major improvements to its overall transit infrastructure that will greatly enhance San Francisco's transit efficiency, reliability and sustainability. The Project will help ensure improved ongoing maintenance and operation of Muni buses and increase the Yard's capacity, thereby making travel by transit more reliable and enabling its increased usage by San Francisco residents, workers, and visitors.

OBJECTIVE 12

DEVELOP AND IMPLEMENT PROGRAMS IN THE PUBLIC AND PRIVATE SECTORS, WHICH WILL SUPPORT CONGESTION MANAGEMENT AND AIR QUALITY OBJECTIVES, MAINTAIN MOBILITY AND ENHANCE BUSINESS VITALITY AT MINIMUM COST.

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.

POLICY 12.3

Implement private and public sector TDM programs which support each other and explore opportunities for private-public responsibility in program implementation.



The Project does not include off-street parking for residents nor employees. However, the site is immediately adjacent to major transit lines and is within walking (or bicycling) distance from a BART station at 16th Street and Mission. Through a Project Agreement and other agreements documents with the City, the Joint Development Partner would be required to implement a TDM program that would encourage travel by sustainable modes over travel by private vehicle.

OBJECTIVE 16

DEVELOP AND IMPLEMENT PROGRAMS THAT WILL EFFICIENTLY MANAGE THE SUPPLY OF PARKING AT EMPLOYMENT CENTERS THROUGHOUT THE CITY SO AS TO DISCOURAGE SINGLE-OCCUPANT RIDERSHIP AND ENCOURAGE RIDESHARING, TRANSIT AND OTHER ALTERNATIVES TO THE SINGLE-OCCUPANT AUTOMOBILE.

POLICY 16.1

Reduce parking demand through the provision of comprehensive information that encourages the use of alternative modes of transportation.

POLICY 16.5

Reduce parking demand through limiting the absolute amount of spaces and prioritizing the spaces for short-term and ride-share uses.

The Project will not include any off-street parking spaces for residents.

OBJECTIVE 21

GIVE FIRST PRIORITY TO IMPROVING TRANSIT SERVICE THROUGHOUT THE CITY, PROVIDING A CONVENIENT AND EFFICIENT SYSTEM AS A PREFERABLE ALTERNATIVE TO AUTOMOBILE USE.

POLICY 21.5

Place and maintain all sidewalk elements, including passenger shelters, benches, trees, newsracks, kiosks, toilets, and utilities at appropriate transit stops according to established guidelines.

The Project includes a comprehensive streetscape plan that features new bulbouts, widened sidewalks, ample Class 2 bike parking, and bus stop shelters and other features, thereby making the public realm more pleasant and easier to use for those using transit, travelling by foot or by bike.

POLICY 21.11

Promote the electrification of bus operation.

The Potrero Yard Modernization Project is the first major project of SFMTA's Building Progress Program which includes as one of its major goals, the complete electrification of their bus fleet.

OBJECTIVE 24

DESIGN EVERY STREET IN SAN FRANCISCO FOR SAFE AND CONVENIENT WALKING

POLICY 24.2



Widen sidewalks where intensive commercial, recreational, or institutional activity is present, sidewalks are congested, where sidewalks are less than adequately wide to provide appropriate pedestrian amenities, or where residential densities are high.

POLICY 24.6

Ensure convenient and safe pedestrian crossings by minimizing the distance pedestrians must walk to cross a street.

OBJECTIVE 25

IMPROVE THE AMBIENCE OF THE PEDESTRIAN ENVIRONMENT

POLICY 25.2

Maintain and expand the planting of street trees and the infrastructure to support them.

OBJECTIVE 29

ENSURE THAT BICYCLES CAN BE USED SAFELY AND CONVENIENTLY AS A PRIMARY MEANS OF TRANSPORTATION, AS WELL AS FOR RECREATIONAL PURPOSES.

POLICY 29.3

Remove conflicts to bicyclists on all city streets.

The Project's streetscape plan includes more robust bike lanes along 17th Street, a major east-west bike route through the Mission neighborhood.

OBJECTIVE 30

PROVIDE SECURE AND CONVENIENT PARKING FACILITIES FOR BICYCLES.

POLICY 30.1

Provide secure bicycle parking in new governmental, commercial, and residential developments.

POLICY 30.4

Provide bicycle parking at all transit terminals.

The Project will include ample bike parking spaces for residents and employees. The Project also includes ample bike parking spaces within the public right of way as part of its streetscape plan.

URBAN DESIGN

OBJECTIVE 1

EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

POLICY 1.3

Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.



POLICY 1.6

Make centers of activity more prominent through design of street features and by other means.

The proposed building would be larger than those on the surrounding blocks. However, the large size is appropriate in this context due to its civic importance and its role in providing a significant amount of new housing. While larger than other buildings in the surrounding neighborhood, care has been taken to design the project to minimize its visual effect: it would be sculpted with heights tapering from Mariposa Street down to 17th Street (which is immediately across the street from Franklin Square) to minimize shadow impacts on the park. Massing above 75-feet and again at 115-feet are limited to certain lengths to break down bulk of the structure at its upper levels. The building will be well modulated throughout breaking down its scale are relating it to the surrounding built context.

POLICY 2.4

Preserve notable landmarks and areas of historic, architectural or aesthetic value, and promote the preservation of other buildings and features that provide continuity with past development.

The demolition of the existing Potrero Yard Muni structure would be considered a significant unavoidable impact under CEQA. However, the Commission has found that there are overriding considerations to demolish the structure including the need to modernize SFMTAs facilities, provide improved working environments, and utilize the land for housing.

OBJECTIVE 3

MODERATION OF MAJOR NEW DEVELOPMENT TO COMPLEMENT THE CITY PATTERN, THE RESOURCES TO BE CONSERVED, AND THE NEIGHBORHOOD ENVIRONMENT.

POLICY 3.3

Promote efforts to achieve high quality of design for buildings to be constructed at prominent locations.

The Project includes a bold design that - while larger than surrounding buildings - showcases both its civic importance as a public transit use, and its ability to provide a significant amount of housing on its public site.

POLICY 3.5

Relate the height of buildings to important attributes of the city pattern and to the height and expression of existing development.

POLICY 3.6

Relate the bulk of buildings to the prevailing scale of development to avoid an overwhelming or dominating appearance in new construction.

While the Project would be larger in scale than surrounding development, careful consideration has been made to modulate the podium portion of the building by including articulation that is consistent with surrounding development. Similarly, the residential portion of the building is designed to reflect the use with the use of typical residential architectural characteristics and modulation.

OBJECTIVE 4



IMPROVEMENT OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT, PRIDE AND OPPORTUNITY

POLICY 4.6

Emphasize the importance of local centers providing commercial and government services.

The Project is an important public use which will clearly be expressed by its design.

POLICY 4.10

Encourage or require the provision of recreation space in private development.

The residential portion of the development includes usable open space on the podium level that will feature a wide variety of recreational programming for its residents.

POLICY 4.13

Improve pedestrian areas by providing human scale and interest.

The Project includes a robust streetscape plan (as described above), that will provide human scale and interest.

COMMERCE AND INDUSTRY

OBJECTIVE 1

MANAGE ECONOMIC GROWTH AND CHANGE TO ENSURE ENHANCEMENT OF THE TOTAL CITY LIVING AND WORKING ENVIRONMENT.

POLICY 1.3

Locate commercial and industrial activities according to a generalized commercial and industrial land use plan.

The redeveloped Potrero Yard is located within the P (Public) Zoning District, which is specifically intended for this type of use. The proposed Special Use District will reaffirm the intended use for the site.

OBJECTIVE 2

MAINTAIN AND ENHANCE A SOUND AND DIVERSE ECONOMIC BASE AND FISCAL STRUCTURE FOR THE CITY.

Seek to retain existing commercial and industrial activity and to attract new such activity to the city.

The Project represents a commitment to this PDR-like use by expanding and modernizing the facility at its current location.

SAFETY AND RESILIENCE

OBJECTIVE 2.1.



CLIMATE RESILIENCE. PURSUE SYNERGISTIC EFFORTS THAT BOTH ELIMINATE GREENHOUSE GASES (CLIMATE MITIGATION) AND PROTECT PEOPLE, THE BUILT ENVIRONMENT, AND NATURE FROM THE UNAVOIDABLE IMPACTS OF THE CLIMATE CRISIS (CLIMATE ADAPTATION).

POLICY 2.1.4.

Ensure that City projects and private developments provide multi-benefit solutions that mitigate hazard risk and contribute to a zero-emission future.

The Project represents one of the first steps to SFMTA's (and the City's) transition to a 100-percent electric bus fleet, a significant step in ensuring a zero-emission future for San Francisco.

OBJECTIVE 3.2.

NEW BUILDINGS. MAXIMIZE THE SAFETY, ENVIRONMENTAL PERFORMANCE, AND CLIMATE ADAPTABILITY OF ALL NEW DEVELOPMENT.

POLICY 3.2.4.

Ensure foundations and structural systems are designed with consideration of site soils conditions when reviewing projects in areas subject to liquefaction, slope instability, sea level rise, groundwater rise, and other flood hazards

POLICY 3.2.8.

During retrofits and new construction, prioritize building practices that emit lower greenhouse gasses and build resilience to multiple hazards at once, especially in Environmental Justice Communities.

The subject project will be built to LEED-Gold standards.

OBJECTIVE 3.3.

INFRASTRUCTURE AND PUBLIC REALM. ENSURE THE CITY'S LIFELINE SYSTEMS, TRANSPORTATION AND EMERGENCY RESPONSE FACILITIES, UTILITIES, STREETS, PUBLIC SPACES, AND COASTS CAN WITHSTAND AND ADAPT TO ALL HAZARDS.

POLICY 3.3.2.

Identify and replace vulnerable infrastructure and critical service lifelines in high-risk areas.

The modernization of Potrero Yard represents SFMTA's commitment to identifying and replacing vulnerable infrastructure and critical service lifelines.

POLICY 3.3.3.

Conduct capital planning to advance resilient infrastructure prioritizing life safety and functional recovery, as well as the needs of Environmental Justice Communities and other vulnerable people.

As noted above, the Project and other elements of the Building Progress Program will enable a more efficient and sustainable transit system in San Francisco. The subject property is located within an Environmental Justice geography and the Project will include features that emphasize and encourage travel by transit, foot, and bicycle.



RECREATION AND OPEN SPACE

OBJECTIVE 2

INCREASE RECREATION AND OPEN SPACE TO MEET THE LONG-TERM NEEDS OF THE CITY AND BAY REGION

POLICY 2.11

Assure that privately developed residential open spaces are usable, beautiful, and environmentally sustainable.

The Project includes usable open space as an amenity for its future residents on the building's podium level that features a variety of recreational programming.

OBJECTIVE 3

IMPROVE ACCESS AND CONNECTIVITY TO OPEN SPACE

POLICY 3.1

Creatively develop existing publicly-owned rights-of-way and streets into open space.

POLICY 3.2

Establish and Implement a network of Green Connections that increases access to parks, open spaces, and the waterfront.

The Project includes a streetscape plan with improved bike facilities along 17th Street, which is identified as a Green Connection.

ARTS

OBJECTIVE I-3

MAINTAIN AND STRENGTHEN THE ARTS COMMISSION SO THAT IT CAN BETTER SERVE THE PUBLIC AND CITY GOVERNMENT THROUGH ARTS POLICY COORDINATION, PLANNING AND PROGRAMMING.

POLICY I-3.3

Strive for the highest standards of design of public buildings and grounds and structures placed in the public right-of-way.

The design of the bus facility component (the public component) was reviewed by the Civic Design Review Board of the Arts Commission and received a positive recommendation from the body. SFMTA and its Joint Development Partner have been working with the Arts Commission to developing its public arts program.

Planning Code Section 101 Findings

The proposed amendments to the Planning Code are consistent with the eight Priority Policies set forth in Section 101.1(b) of the Planning Code 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 site does not currently include any neighborhood-serving retail uses. The Project includes three commercial spaces that will enhance and improve future opportunities for resident employment and ownership of such uses.
- 2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods;
 - The project site does not currently include any housing and the surrounding neighborhood is characterized with a mix of Public, PDR, and Urban Mixed-Use zoning. The Project will preserve and expand its current use while providing additional units to the City's housing stock. SFMTA and their joint Development Partner have engaged with the community for more than five years to assure that their needs are understood and that the new building is reflective of and serves the community.
- 3. That the City's supply of affordable housing be preserved and enhanced;
 - The Project includes the construction of 465 dwelling units, which are targeted to be affordable at various affordable levels. The Project aims to exceed generally prevailing inclusionary requirements for purely private projects, subject to ongoing finalization through the procurement and Board of Supervisors process.
- 4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking;
 - The Project will improve Muni transit service throughout the City by providing a modern, efficient and sustainable bus facility. The project site will feature a streetscape plan that improves transportation facilities for pedestrians, bicyclists, and transit riders. Careful consideration of the relationship and interaction between all modes of transportation around the facility was made and the streetscape and building were designed to avoid any undo conflicts between modes of transportation.
- 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 resident employment and ownership in these sectors be enhanced;
 - The Project maintain and expand a public PDR use that will improve the working environment for SFMTA employees and provide ongoing employment opportunities to local residents.
- 6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;
 - The Project will be designed and constructed to conform to the structural and seismic safety requirements of the Building Code. As such, this Project will improve the property's ability to withstand



an earthquake.

7. That the landmarks and historic buildings be preserved;

The Project does entail demolishing the existing Potrero Yard structure, historically known as the Potrero Trolly Coach Division Facility, which is a known historic resource. The EIR included two preservation alternatives (along with a no project alternative) as a part of its analysis. The Commission has found that pursuing these alternatives, however, would not meet the Projects basic objectives to modernize the current bus yard and achieve systemwide master plan priorities by consolidating scattered transit support functions at Potrero Yard. Pursuing the full or partial preservation would also significantly reduce the site's capacity to provide housing at the site.

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

The proposed Ordinance would not have an adverse effect on the City's parks and open space and their access to sunlight and vistas. While the Project would result in net new shadow on Franklin Square Park, the shadow was determined to neither have a significant nor adverse effect on the use of the park due to the limited duration, time and location of such shadow, as described in Planning Commission Motion No. 21486.

Planning Code Section 340 Findings.

The Planning Commission finds from the facts presented that the public necessity, convenience and general welfare require the proposed amendments to the Planning Code as set forth in Section 340.

NOW THEREFORE BE IT RESOLVED that the Commission hereby APPROVES the proposed Ordinance as described in this Resolution.

I hereby certify that the foregoing Resolution was adopted by the Commission at its meeting on January 11, 2024.

Jonas P. Ionin

Commission Secretary

AYES: Braun, Ruiz, Diamond, Imperial, Koppel, Moore, Tanner

NOES: None ABSENT: None

ADOPTED: January 11, 2024





PLANNING COMMISSION RESOLUTION NO. 21485

HEARING DATE: JANUARY 11, 2024

Case Number: 2019-021884CUA/ENV/GPA/MAP/PCA/SHD [Board File No. 231256]

Initiated by: Planning Commission / Introduced October 19, 2023 by Resolution No. 21412 (GPA)

Supervisors Ronen and Walton/Introduced December 5, 2023 (MAP and PCA)

Project Address: 2500 Mariposa Street (SFMTA Potrero Modernization Project)

Zoning: P (Public) Zoning District

65-X Height and Bulk District

Block/Lot: 3971 / 001 **Project Sponsor:** Chris Jauregui

Company: Plenary Americas, Potrero Neighborhood Collective LLC

Address: 555 W. Fifth St., Suite 3150 City, State: Los Angeles, CA 90013

Property Owner: City and County of San Francisco, SFMTA

1 South Van Ness Ave., 7 Floor

San Francisco, CA 94103

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Reviewed by: Joshua Switzky, Acting Director of Citywide Planning

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RESOLUTION APPROVING A PROPOSED ORDINANCE THAT WOULD ADD PLANNING CODE SECTION 249.98 ("THE POTRERO YARD SPECIAL USE DISTRICT" (SUD)), ADD AN ADDITIONAL ROW TO PLANNING CODE TABLE 270 ("BULK LIMITS") FOR THE NEWLY CREATED "PY" BULK DISTRICT, AMEND ZONING MAP SU08 BY PLACING ASSESSOR'S BLOCK AND LOT 3971/001, ("SUBJECT SITE") IN THE NEWLY CREATED SUD; AND AMENDING HEIGHT MAP HT08 BY REZONING THE SUBJECT SITE FROM 65-X TO 150-PY; AND ADOPTING FINDINGS, INCLUDING ENVIRONMENTAL FINDINGS, PLANNING CODE SECTION 340 FINDINGS, AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

WHEREAS, on December 8, 2023, Supervisors Hillary Ronan and Shamann Walton introduced an ordinance (Board File 231256) for (1) Planning Code Amendments to establish the Potrero Yard Special use District ("SUD"), and (2) for Zoning Map Amendments to amend Zoning Maps SU08 and HT08, for the Assessor's Blocks and Lots 3971 / 001.

WHEREAS, pursuant to Planning Code Section 302(b), on December 5, 2023, the San Francisco Board of Supervisors initiated these Planning Code Text and Map Amendments.

WHEREAS, the Ordinance would enable the Potrero Yard Modernization Project and Paratransit Variant ("Project"), which is located at 2500 Mariposa Street, Lot 001 in Assessor's Block 3971, and

WHEREAS, the Project consist of demolishing SFMTA's existing two-story bus facility and constructing an approximately 1,240,000 square foot, 75-150 foot, mixed-use building that will contain Public Transportation Facility and Public Utility Yard Uses for SFMTA's new state-of-the-art facility and up to approximately 465 dwelling units. Designed to accommodate SFMTA's current and future bus maintenance, operation, and administrative needs, the first four levels of the building (up to 75 feet in height) will be a modern, energy-efficient, and seismically safe facility that includes bus maintenance, storage, and repair spaces and employee training and support spaces. The remaining portions of the building (up to 150 feet in height) will be dedicated to the construction of the joint residential and commercial development between SFMTA and SFMTA's Joint Development Partner. In addition to the proposed building, the Project will also include the construction of street improvements including new bulbouts, ADA ramps, street trees, Class 2 bicycle parking spaces, and the addition of on-street passenger and commercial loading spaces along Hampshire and Bryant Streets. A public restroom will be constructed within the building at the corner of Bryant Street and 17th Street; and

WHEREAS, the Project also includes a Paratransit Variant, an alternative to the proposal, which constructs approximately 23,809 additional square feet of area dedicated to SFMTA's Paratransit division for administrative and operation spaces, and paratransit storage, operation, and circulation areas, and reduces the number of dwelling units from 465 to 104; and

WHEREAS, The Subject Site is zoned P (Public), which generally does not permit housing and most non-residential non-public uses and therefore would not permit the Project; similarly building standards provided throughout the Planning Code do not anticipate the buildout of the Project in terms of use mix and building envelop size and configuration and therefore would also not permit the Project; finally, the Subject Site's "65-X" Height designation would not permit the proposed project which is proposed to reach 150 feet in height;

WHEREAS, the proposed SUD would (1) conditionally permit residential uses via the issuance of a Planned Unit Development and implement residential development controls with regards to usable open space and dwelling unit mix; (2) principally or conditionally permit non-residential uses pursuant to Table 838 of Planning Code Section 838 (Urban Mixed Use Zoning District) for Sales and Service Category, Entertainment, Arts, and Recreation Category, Industrial Use Category, Institutional Use Category, and Non-Retail Professional Service Use, and implement non-residential development controls with regards to street frontage, transparency, gates, railing, and grill work, location and operation conditions, and off-street parking requirements; (3) provide building standards including setbacks, lot coverage, point of height measurement, and mass separation limitations; and,

WHEREAS, the Project will also require that the Planning Commission recommend approval to the Board of Supervisors of General Plan Amendments to amend Urban Design Map 4 ("Urban Design Guidelines for the Height of Buildings") and Urban Design Map 5 ("Urban Design Guidelines for the Bulk of Buildings"). Other Planning Commission actions include (1) certification of the Environmental Impact Report pursuant to the California Environmental Quality Act ("CEQA"); (2) adoption of CEQA findings under CEQA, including findings



rejecting alternatives as infeasible and adopting a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program ("MMRP"); (3) grant Conditional Use Authorization for a Planned Unit Development for the Project itself; and (4) adopt Shadow Findings pursuant to Planning Code Section 295 with the recommendation of the of the Recreation and Parks Commission, that net new shadow on Franklin Square Park by the proposed Project at 2500 Mariposa Street would not be adverse to the use of Franklin Square Park; and

WHEREAS, on January 11, 2024, the Planning Commission reviewed and considered the Final EIR for the Potrero Yard Modernization Project ("FEIR") and found the FEIR to be adequate, accurate and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and certified the FEIR for the Project in compliance with the California Environmental Quality Act ("CEQA"), the CEQA Guidelines and Chapter 31 by Motion No. 21482; and,

WHEREAS, on January 11, 2024, the Commission by Motion No. 21483 adopted CEQA Findings, including adoption of a Mitigation Monitoring and Reporting Program (MMRP), under Case No. 2019-021884ENV, for approval of the Project, which findings and MMRP are incorporated by reference as though fully set forth herein; and,

WHEREAS, on January 11, 2024, the Commission by Resolution No. 21484 found that the Project, including the actions contemplated in this Resolution, is on balance consistent with the General Plan and the eight Priority Policies of Planning Code Section 101.1. That Resolution is incorporated by reference as though fully set forth herein.

WHEREAS, the Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Ordinance on January 11, 2024; and,

WHEREAS, the Planning Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of Department staff and other interested parties; and

WHEREAS, all pertinent documents may be found in the files of the Department, as the Custodian of Records, at 49 South Van Ness Avenue, Suite 1400, San Francisco; and

WHEREAS, the Planning Commission has reviewed the proposed Ordinance; and

WHEREAS, the Planning Commission finds from the facts presented that the public necessity, convenience, and general welfare require the proposed amendment; and

RESOLOVED, that the Planning Commission hereby approves the proposed Ordinance.

Findings

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:



- The Amendments would allow the Project to be constructed to its proposed height and size, thereby advancing SFMTA's Building Progress Program, which has the goal of repairing, renovating, and modernizing SFMTA's aging facilities and facilitating improvement of the overall transportation service delivery system in the City; the Project would contribute to a greener, more sustainable, and reliable transportation system in the City;
- The Amendments would enable the Project, which in turn would make available public land for housing, particularly affordable housing, thereby furthering the City's housing goals and implementation of the Housing Element via the Public Land housing program by constructing up to 465 new housing units on the site;
- The Amendments would enable the Project, thereby ensuring resiliency to climate change and natural disasters and improve transit service by reducing vehicle breakdowns, increasing on-time performance, and reducing passenger overcrowding. Relatedly, the Project will provide a safer, more secure environment for SFMTA's employees and physical assets.
- The Amendments would enable the construction of state-of-the-art mixed-use building comprised of a modern SFMTA facility, housing, commercial, and public uses. The new building will act as anchor for the Northeast Mission neighborhood and showcase its modern public transportation use while providing land for housing.
- The Amendment will enable the Project, which in turn maintain and increase job opportunities for City and provide much improved and safer working environments for SFMTA's employees.

Planning Code Section 302 Findings.

The Planning Commission finds from the facts presented that the public necessity, convenience and general welfare require the proposed amendments to the Planning Code as set forth in Section 302.

NOW THEREFORE BE IT RESOLVED that the Commission hereby APPROVES the proposed Ordinance as described in this Resolution.

I hereby certify that the foregoing Resolution was adopted by the Commission at its meeting on January 11, 2024

Jonas P. Ionin

Commission Secretary

AYES: Braun, Ruiz, Diamond, Imperial, Koppel, Moore, Tanner

NOES: None ABSENT: None

ADOPTED: January 11, 2024





PLANNING COMMISSION MOTION NO. 21487

HEARING DATE: JANUARY 11, 2024

Record No.: 2019-021884CUA

Project Address: 2500 MARIPOSA STREET (SFMTA Potrero Modernization Project)

Zoning: P (Public) Zoning District

65-X Height and Bulk District

Block/Lot: 3971 / 001 **Applicant:** Chris Jauregui

Company: Plenary Americas, Potrero Neighborhood Collective LLC

Address: 555 W. Fifth St., Suite 3150

City, State: Los Angeles, CA

Property Owner/

Sponsor: City and County of San Francisco, SFMTA

Address: 1 S. Van Ness Ave., 7th Floor **City, Sate:** San Francisco, CA 94103

Staff Contact: Gabriela Pantoja, Senior Planner

Gabriela.Pantoja@sfgov.org, (628) 652-7380

ADOPTING FINDINGS RELATING TO A CONDITIONAL USE AUTHORIZATION FOR A PLANNED UNIT DEVELOPMENT PURSUANT TO PLANNING CODE SECTIONS 303 AND 304 TO DEMOLISH SFMTA'S EXISTING TWO-STORY BUS YARD FACILITY AND PARKING LOT AND CONSTRUCT AN APPROXIMATELY 1,240,000 SQUARE FOOT, 75-150 FOOT, MIXED-USE BUILDING THAT WILL CONTAIN PUBLIC TRANSPORTATION FACILITY AND PUBLIC UTILITY YARD USES FOR SFMTA'S NEW STATE-OF-THE-ART FACILITY, 465 DWELLING UNITS (72 STUDIOS, 159 ONE-BEDROOM, 157 TWO-BEDROOM, AND 77 THREE-BEDROOM), AND APPROXIMATELY 2,886 SQUARE FEET OF COMMERCIAL SPACE ("PROJECT") WITH A MODIFICATION TO THE REQUIREMENTS FOR ACTIVE USE (PLANNING CODE SECTION 145.1) AND OFF-STREET FREIGHT LOADING SPACES (PLANNING CODE SECTION 152) AND AN ALTERNATIVE PROPOSAL ("PARATRANSIT VARIANT") THAT CONSTRUCTS AN ADDITIONAL APPROXIMATELY 23,809 SQUARE FEET OF AREA AT THE FIFTH LEVEL WHICH WILL BE DEDICATED TO SFMTA'S PARATRANSIT DIVISION AND REDUCES THE NUMBER OF DWELLING UNITS FROM 465 TO 104 LOCATED AT 2500 MARIPOSA STREET, BLOCK 3971 LOT 001 WITHIN THE P (PUBLIC) ZONING DISTRICT, POTRERO YARD SPECIAL USE DISTRICT (SUD), AND 150-PY HEIGHT AND BULK DISTRICT, AND ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

PREAMBLE

On November 20, 2019, San Francisco Municipal Transportation Agency (SFMTA) (hereinafter "Property Owner") filed an Environmental Evaluation Application No. 2019-021884ENV with the Planning Department (hereinafter "Department") for a Project at 2500 Mariposa Street (hereinafter "Project Site"), Block 3971 Lot 001.

The City and County of San Francisco, acting through the Planning Department (hereinafter "Department") fulfilled all procedural requirements of the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 et seq., hereinafter "CEQA"), the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 et seq., hereinafter "CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code (hereinafter "Chapter 31").

The Department determined that an environmental impact report (hereinafter "EIR") was required and provided public notice of that determination by publication in a newspaper of general circulation on August 19, 2020. On the same date, the Department submitted the notice of preparation of an EIR and notice of public scoping meeting to the state Office of Planning and Research electronically, and emailed or mailed the notice to the Department's list of persons requesting such notice, and to owners and occupants of properties within 300 feet of the project site on August 19, 2020.

On September 2, 2020, the Department held a virtual public scoping meeting by Zoom conference and telephone to receive public comments on the scope of the environmental analysis in the EIR for the project.

On June 30, 2021, the Department published the draft EIR (hereinafter "DEIR") and provided public notice in a newspaper of general circulation of the availability of the DEIR for public review and comment and of the date and time of the Planning Commission public hearing on the DEIR; the Department emailed or mailed the notice to the Department's list of persons requesting such notice, and to property owners and occupants within a 300-foot radius of the site on June 30, 2021.

On August 26, 2021, the San Francisco Planning Commission (hereinafter "Commission") held a duly noticed public hearing on the Draft Environmental Impact Report ("DEIR"), at which opportunity for public comment was given, and public comment was received on the DEIR. The period for commenting on the DEIR ended on August 31, 2021. The Department prepared responses to comments on environmental issues received during the 62-day public review period for the DEIR, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period and corrected clerical errors in the DEIR.

On June 26, 2023, Chris Jauregui, J Plenary Americas, Potrero Neighborhood Collective LLC (hereinafter "Project Sponsor") filed Application No. 2019-021884CUA (hereinafter "Application") with the Planning Department (hereinafter "Department") for a Conditional Use Authorization for a Planned Unit Development to demolish SFMTA's existing two-story bus yard facility and parking lot located at 2500 Mariposa Street and construct an approximately 1,240,000 square foot, 75-150 foot, mixed-use building that will contain Public Transportation Facility and Public Utility Yard Uses for SFMTA's new state-of-the-art facility, 465 dwelling units (72 Studios, 159 One-Bedroom, 157 Two-Bedroom, and 77 Three-Bedroom), and approximately 2,886 square feet of commercial space (hereinafter "Project") and an alternative proposal (hereinafter "Paratransit Variant") that constructs an additional approximately 23,809 square feet of area at the fifth level which will be dedicated to SFMTA's Paratransit division and reduces the number of dwelling units from 465 to 104 at 2500 Mariposa Street, Block 3971 Lot 001.



On December 13, 2023, the Planning Department published a Response to Comments ("RTC") on the DEIR. A Final Environmental Impact Report (hereinafter "FEIR") has been prepared by the Department, consisting of the DEIR, any consultations and comments received during the public review process, any additional information that became available, and the RTC document, all as required by law.

On January 11, 2024, the Commission reviewed and considered the information contained in the FEIR and hereby does find that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code. The FEIR was certified by the Commission on January 11, 2024 by adoption of its Motion No. 21482.

On January 11, 2024, the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Conditional Use Authorization Application No. 2019-021884CUA.

The Planning Department Commission Secretary is the Custodian of Records; the File for Record No. 2019-021884CUA is located at 49 South Van Ness Avenue, Suite 1400, San Francisco, California.

The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the applicant, Department staff, and other interested parties.

MOVED, that the Commission hereby authorizes the Conditional Use Authorization as requested in Application No. 2019-021884CUA subject to the conditions contained in "EXHIBIT A" of this motion, based on the following findings:

FINDINGS

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

- 1. The above recitals are accurate and constitute findings of this Commission.
- 2. Project Description. The proposal ("The Project") will demolish SFMTA's existing two-story bus yard facility and parking lot located at 2500 Mariposa Street and construct an approximately 1,240,000 square foot mixed-use building, ranging from 75-150 feet in height, that will contain Public Transportation Facility and Public Utility Yard Uses for SFMTA's new state-of-the-art facility (approximately 710,437 square feet), 465 dwelling units (72 Studios, 159 One-Bedroom, 157 Two-Bedroom, and 77 Three-Bedroom for a total of approximately 520,671 square feet), and approximately 2,886 square feet of ground floor commercial space. Designed to accommodate SFMTA's current and future bus maintenance, operation, and administrative needs, the first four levels of the building (up to 75 feet in height) will be a modern, energy-efficient, and seismically safe facility that includes bus maintenance, storage, and repair spaces as well as employee training and support areas. The remaining portions of the building, including areas up to 150 feet in height, will be dedicated to the construction of the residential joint development between SFMTA



and Potrero Neighborhood Collective (PNC). In addition to the proposed building, the Project will also include the construction of street improvements including new bulbouts, ADA ramps, street trees, Class 2 bicycle parking spaces, and the addition of on-street passenger and commercial loading spaces along Hampshire and Bryant Streets. A public restroom will be constructed within the building at the corner of Bryant and 17th Street.

An alternative proposal is being proposed known as the "Paratransit Variant". In addition to the proposed four levels dedicated to SFMTA's facility, this proposal would extend the SFMTA facility onto the fifth level for a total of approximately 734,246 square feet. The additional approximately 23,809 square feet of area will be dedicated to SFMTA's Paratransit division and include additional building massing for administrative and operation spaces, and paratransit vehicle storage, operation, and circulation areas. The Paratransit Variant proposal includes the construction of 104 dwelling units and 2,886 square feet of commercial space along with the street improvements and public restroom. The dwelling units will be concentrated in a 13-story building along the Bryant Street frontage.

Project Phasing

The Project is proposed to be constructed in three distinct phases. The first phase will include the construction of the first four levels for SFMTA's facility and is expected to last three years, from late 2024 to late 2027. The second phase will include the construction of the housing component along Bryant St. up to the fourth level, podium level. Construction for the second phase is expected to span two years and start one to two years after the start of construction on the first phase. Lastly, the third phase will construct the remaining housing component atop the podium level (both the remaining housing along Bryant St. and workforce housing along Hampshire St.) and is expected to span two years and start no sooner than two years after the start of the first phase. Phases 2 and 3 may also be constructed concurrently after the completion of SFMTA's facility.

The Project Sponsors intend to deliver all dwelling units at an affordable rate. Thus, the Paratransit Variant would only be eligible to move forward after the completion of SFMTA's facility and first phase and after a specified timeframe by which all readily available funding sources have been exhausted to construct additional housing beyond the 104 units included in the Paratransit Variant. The specified timeframes are to be outlined in the associated Project Agreements.

3. Site Description and Present Use. The subject property is an approximately 4.4 acre (192,000 square foot) rectangular shaped lot located within the northeast portion of San Francisco' Mission neighborhood. Bounded by 17th Street to the north, Mariposa Street to the south, Hampshire Street to the east, and Bryant Street to the west, the subject property occupies an entire block and is equivalent to two typical city blocks, 200 feet by 400 feet. Owned by the City, the current site is occupied by San Francisco Municipal Transportation Agency's (SFMTA) Potrero Yard. Developed in 1915, the site is home to SFMTA's oldest and most outdated maintenance and operations bus facility. The eastern half of the subject property is occupied by two independent maintenance and office buildings and the remainder of the property is utilized as a surface parking lot for bus storage and circulation. Originally designed for the operation and storage of streetcars and later tailored for trolley buses, the facility known as "Potrero Trolley Coach Division Facility" was evaluated as part of the Project's Environmental Impact Report process and was determined to be a "Class A- Historical Resource".



- 4. Surrounding Properties and Neighborhood. The subject property is located within the Public (P) Zoning District, 65-X Height and Bulk District, and Mission Area Plan. The property is located within the Mission neighborhood, adjacent to the South Market and Potrero Hill neighborhoods. The immediate neighborhood's context is predominantly mixed in character with one-to-five story mixed-use, residential and commercial/industrial developments. Immediately to the north of the subject property is Franklin Square Park. Other zoning districts in the vicinity of the subject property include RH-3 (Residential-House, Three-Family), PDR-1-G (Production, Design, and Repair, 1-General), and UMU (Urban Mixed-Use) Zoning Districts.
- 5. Public Outreach and Comments. The Project's descriptions and objectives are the result of more than five years of continued community outreach and stakeholder engagement to envision a joint development that that serves SFMTA, the City's workforce, the community, and reflects the values of the immediate neighborhood and City. The Project's procurement documents reflect stakeholder input with regards to public benefits, principles, design guidelines, and housing component affordability. A key to this outreach effort is the creation and convening of the Potrero Yard Working Group, an advisory body made up of local residents, SFMTA employees, and other stakeholders. Since November 2022, SFMTA has teamed up with their joint development partner, Potrero Neighborhood Collective (PNC), to continue refining the Project's design in reflection of their outreach efforts with the community and other stakeholders. More than 140 public meetings, tours, working sessions etc. have been held since the inception of the Project in 2017. To date, the Department has received eleven letters in support and no letters in opposition of the Project.
- **6. Planning Code Compliance.** The Commission finds that the Project is consistent with the relevant provisions of the Planning Code in the following manner:
 - A. Use. Per Planning Code Section 211-211.2 principally permits public structures and uses of the City and County of San Francisco, and of other governmental agencies that are subject to regulation by this Code, including Neighborhood Agriculture.
 - The Project and Paratransit Variant will comply with this requirement. Both proposals will construct a Public Transportation Facility and Utility Yard to be used by SFMTA.
 - B. Residential Use. Pursuant to Planning Code Section 249.98, Potrero Yard Special Use District, Residential Uses may be permitted at the subject property via the issuance of Conditional Use Authorization for a Planned Unit Development pursuant to Planning Code Sections 303 and 304.
 - The Project and Paratransit Variant propose to construct at minimum 104 dwelling units via joint development between SFMTA and their Joint Development Partner, PNC. Therefore, the Project and Paratransit Variant seek a Conditional Use Authorization for a Planned Unit Development (PUD) pursuant to Planning Code Sections 303 and 304. The additional criteria specified under Section 304 have been incorporated as findings in Subsection 8, "Planned Unit Development Findings" below.
 - C. Useable Open Space. Pursuant to Planning Code Section 249.98, Potrero Yard Special Use District, each dwelling unit shall have access to 80 square feet of private or common usable open space or 54 square feet of publicly accessible usable open space. In the event that Public Facilities or Public Transportation Facilities are constructed on portions of the building above 75 feet in height, the



amount of usable open space required for each dwelling unit shall be reduced to 50 square feet of private or common usable open space.

The Project and Paratransit Variant will comply with this requirement. The Project will provide at minimum 80 square feet of common usable open space for each dwelling unit. A total of approximately 94,952 square feet of usable open space will be provided at podium level in the form of a large outdoor open area that features a variety of programming including workout spaces, gathering spaces, community gardens, and a dog run. The Paratransit Variant will provide at minimum 50 square feet of common usable open space. A total of approximately 6,000 square feet of usable open space in the form of roof decks.

D. Dwelling Unit Exposure. Pursuant to Planning Code Section 140, each dwelling unit shall contain a room measuring at minimum 120 square feet in area with required windows (as defined by the Section 504 of the San Francisco Housing Code) that face directly onto one of the following open areas: an open area which is unobstructed and is no less than 25 feet in every horizontal dimension for the floor at which the dwelling unit in question is located and the floor immediately above it, with an increase of five feet in every horizontal dimension at each subsequent floor, a public street; a public alley of at least 20 feet in width; a side yard of at least 25 feet in width; or a rear yard meeting the requirements of the Planning Code.

The Project and Paratransit Variant complies with this requirement. All proposed dwelling units will contain a room measuring at minimum 120 square feet in area with required windows facing onto either a public street or an open area which is unobstructed and is no less than 25 feet in every horizontal dimension for the floor at which the dwelling unit in question is located and the floor immediately above it, with an increase of five feet in every horizontal dimension at each subsequent floor.

E. Street Frontage. Pursuant to Planning Code Section 249.98, Potrero Yard Special Use District, non-public uses shall be subject to Section 145.1(c)(3,6,7) of the Planning Code that requires an active use to be provided within the first 25 feet of building depth on the ground floor along Bryant Street, 17th Street, and Hampshire Street. Frontages with active uses must be fenestrated with transparent windows and doorways for no less than 60 percent of the street frontage at the ground level and allow visibility to the inside of the building. The use of dark or mirrored glass shall not count towards the required transparent area. Any decorative railings or grillwork, other than wire mesh, which is placed in front of or behind ground floor windows, shall be at least 75 percent open to perpendicular view. Rolling or sliding security gates shall consist of open grillwork rather than solid material, so as to provide visual interest to pedestrians when the gates are closed, and to permit light to pass through mostly unobstructed. Gates, when both open and folded or rolled as well as the gate mechanism, shall be recessed within, or laid flush with, the building facade.

The Project and Paratransit Variant will not comply with Planning Code Section 145.1(c)(3), Active Use. While the Project and Paratransit Variant will provide a residential unit, residential lobbies and amenity spaces, and retail spaces at the ground floor of the proposed building, the spaces will not be greater than 25 feet in depth. Therefore, the Project and Paratransit Variant seeks a modification from the Active Use requirement under the Planned Unit Development (PUD). The additional criteria specified in Section 304(d) have been incorporated as findings of this motion. See Item No. 8, "Planned Unit Development



Findings."

The Project and Paratransit Variant, however, will comply with Planning Code Section 145.1(c)(6) which requires no less than 60 percent transparency and 145.1(c)(7) which requires decorative railings or grillwork, other than wire mesh, which is placed in front of or behind ground floor windows, shall be at least 75 percent open to perpendicular view.

F. Off-Street Freight Loading. Pursuant to Planning Code Section 152, zero off-street freight loading space is required for up to 10,000 square feet of occupied floor area for Retail Sales and Services Uses and two spaces are required for up to 500,000 square feet of occupied floor area or three spaces plus one for each additional 400,000 sq. ft. for all other uses over 500,000 square feet not included in Retail Sales and Service Use.

The Paratransit Variant will comply with this requirement. The Paratransit Variant will provide two off-street freight loading spaces for a maximum occupied floor area of approximately 298,953 square feet. Similarly, the Project will provide two off-street freight loading spaces. However, with approximately 634,453 square feet of occupied floor area, the Project is required to provide at minimum four off-street freight loading spaces. Therefore, the Project seeks a modification from the off-street loading requirement under the Planned Unit Development (PUD). The additional criteria specified in Section 304(d) have been incorporated as findings of this motion. See Item No. 8, "Planned Unit Development Findings."

G. Off-Street Parking. Planning Code Section 151 does not require a minimum number of off-street parking spaces and permits a maximum of 1.5 parking space for each dwelling unit and each 500 square feet of Occupied Floor Area of Retail Sales and Service Use, and one space for each 2,000 square feet of Occupied Floor Area for Utility and Infrastructure Uses.

The Project and Paratransit Variant will not provide any off-street parking spaces. Therefore, the Project and Paratransit Variant comply with this requirement.

H. Bicycle Parking. Planning Code Section 155.2 requires at least one Class 1 bicycle parking space be provided for each dwelling unit. For buildings containing more than 100 Dwelling Units, 100 Class 1 spaces plus one Class 1 space for every four Dwelling Units over 100. One Class 2 bicycle parking space shall be provided for every 20 dwelling units. In addition, one Class 1 space shall also be provided for every 7,500 square feet of Retail Sales and Service Use Occupied Floor Area and at minimum two Class 2 bicycle parking spaces. No bicycle parking spaces are required for Utility and Infrastructure Uses.

The Project and Paratransit Variant will comply with this requirement. The Project will provide 279 Class 1 bicycle parking spaces, 192 spaces are required, and 32 Class 2 bicycle parking spaces, 25 are required. The Paratransit Variant will provide 114 Class 1 bicycle parking spaces, 105 are required, and 14 Class 2 bicycle parking spaces, 7 are required.

I. Showers Facilities and Lockers. Pursuant to Planning Code Section 155.4 four showers and 24 lockers are required when the Occupied Floor Area (OFA) exceeds 50,000 square feet for Institutional Uses and Non-Retail Sales and Service Uses.



The Project and Paratransit Variant will comply with this requirement. The Project and Paratransit Variant will provide at minimum four showers and 24 lockers for the utilization of SFMTA's employees.

J. Dwelling Unit Mix. Pursuant to Planning Code Section 249.98, Potrero Yard Special Use District, the dwelling unit mix requirements shall be those applicable to the Eastern Neighborhood Mixed Use District under Planning Code Section 207.6 which requires one of the three to apply: (1) no less than 40% of the total number of proposed Dwelling Units shall contain at least two bedrooms. Any fraction resulting from this calculation shall be rounded to the nearest whole number of Dwelling Units, or (2) no less than 30% of the total number of proposed Dwelling Units shall contain at least three bedrooms. Any fraction resulting from this calculation shall be rounded to the nearest whole number of Dwelling Units, or (3) no less than 35% of the total number of proposed Dwelling Units shall contain at least two or three bedrooms with at least 10% of the total number of proposed Dwelling Units containing three bedrooms. Any fraction resulting from this calculation shall be rounded to the nearest whole number of Dwelling Units.

The Project and Paratransit Variant will comply with this requirement. Fifty percent of the Project's units will contain at least two or three bedrooms, 17 percent of which will contain at least three bedrooms. The Project will provide 465 dwelling units with a unit mix of 72 studios, 159 one-bedroom, 157 two-bedroom, and 77 three-bedroom, and therefore provide more than 35 percent of units with at least two or three bedrooms with at least 10 percent to be three bedrooms. Sixty five percent of the Paratransit Variant's units will contain at least two or three bedrooms, 27 percent of which will contain at least three bedrooms. The Paratransit Variant will provide 104 dwelling units with a unit mix of 13 studios, 23 one-bedroom, 40 two-bedroom, and 28 three-bedroom, and therefore provide more than 35 percent of units with at least two or three bedrooms with at least 10 percent to be three bedrooms.

K. Height. Planning Code Section 260 requires that all structures be no taller than the height prescribed in the subject height and bulk district. The proposed Project is located in a 150-PY Height and Bulk District, with a 150-foot height limit as measured from Mariposa Street.

The Project and Paratransit Variant will comply with this requirement. The proposed building in the Project and Paratransit Variant will be no greater than 150 feet in height.

L. Shadow. Planning Code Section 295 requires a shadow analysis for projects over 40 feet in height to ensure that new buildings would not cast new shadows on properties that are under the jurisdiction of the San Francisco Recreation and Park Department.

A shadow analysis report, prepared by Prevision Design, was submitted on June 30, 2023, analyzing the potential shadow impacts of the Project and Paratransit Variant to properties under the jurisdiction of the Recreation and Parks Department (Record No. 2019-021884SHD). The memorandum concluded that the Project would cast approximately 12,766,699 square-foot hours of new shadow on Franklin Square Park, equal to approximately 1.77% of the TAAS on Franklin Square Park, bringing the estimated total annual shading of the Park as a percentage of TAAS to 3.13 (previously at 1.36%). The memorandum also concluded that the Paratransit Variant would cast approximately 13,480,971 square-foot hours of new shadow on Franklin Square Park, equal to approximately 1.87% of the TAAS on Franklin Square Park, bringing the estimated total annual shading of the Park as a percentage of TAAS to 3.23 (previously at



1.36%). The Paratransit Variant will produce a greater shadow load in comparison to the Project.

Both the proposed Project and Paratransit Variant would result in new shadows falling on the park, adding at maximum approximately 13,480,971 annual square foot hours (sfh) of shadow and increasing shadow load at maximum by 1.87% above current levels, resulting in an increase in the total annual shading from 1.36% to 3.23% of Total Annual Available Sunlight (TAAS). The new shadow resulting from the Project and Paratransit Variant would be present throughout the day from October to February and in the mornings in September and March. During these periods, the new shadow would occur over the southern edge of the park affecting the children's play area and adult fitness area.

On December 21, 2023, the full Recreation and Park Commission conducted a duly noticed public hearing at a regularly scheduled meeting and recommended that the Planning Commission find that the shadows cast by the Project and Paratransit Variant would not be adverse to the use of Franklin Square Park.

M. Residential Child-Care Impact Fee. Planning Code Section 411 is applicable to any residential development that results in at least one new residential unit.

The Project includes approximately 499,541 gross square feet of newly constructed residential use and the Paratransit Variant includes approximately 155,250 gross square feet of newly constructed residential use. This use is subject to Residential Child-Care Impact Fee, as outlined in Planning Code Section 411A. This fee must be paid prior to the issuance of the building permit application.

N. Inclusionary Affordable Housing Program (Section 415). Planning Code Section 415 sets forth the requirements and procedures for the Inclusionary Affordable Housing Program ("Program"). Under Planning Code Section 415.3, these requirements apply to projects that consist of 10 or more units. Pursuant to Planning Code Section 415.5 and 415.6, the Inclusionary Affordable Housing Program requirement for the On-site Affordable Housing Alternative is dependent on the total number of units in the project, the zoning of the property, and the date of the accepted Project Application. For the Project to be eligible for the On-Site Affordable Housing Alternative, the Project must submit an" Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 415" to the Planning Department stating that all units in the Project are rental units and any Affordable Units will remain as affordable for the life of the project.

The Project Sponsor has elected the On-Site Affordable Housing Alternative under Planning Code Sections 415.5 and 415.6 and will satisfy the requirements of the Program by providing the affordable housing on-site instead of through payment of the Affordable Housing Fee. The Project Sponsor submitted an" Affidavit of Compliance with the Inclusionary Affordable Housing Program: Planning Code Section 415" on January 3, 2024. A Project Application was accepted on November 20, 2019. Pursuant to Planning Code Section 415.3 and 415.6, the on-site requirement is 17% of the total proposed dwelling units as affordable to low-income households. Therefore, 79 units of the 465 total units in the Project and 18 of the 104 total units in the Paratransit Variant will be provided as Affordable Units. If the Project becomes ineligible to meet its Program obligation through the On-site Affordable Housing Alternative, it must elect another Alternative or pay the Affordable Housing Fee with interest, if applicable. However, pursuant to Planning Code Section 249.98, additional affordability requirements may be determined by



future agreement between the City and another party for developing and operating uses within the SUD.

O. Transportation Demand Management (TDM) Plan. Pursuant to Planning Code Section 169 and the TDM Program Standards, the Project shall finalize a TDM Plan prior Planning Department approval of the first Building Permit or Site Permit. As currently proposed, the Project and Paratransit Variant must each achieve a target of 10 points for Category C (Residential) and 3 points for Category D (Other).

As currently proposed, the Project and Paratransit will achieve its target of 10 points for Category C (Residential) and 3 points for Category D (Other) through the following TDM measures:

- Parking Supply
- Bicycle Parking (Option A)
- Multimodal Wayfinding Signage
- Real Time Transportation Displays
- Car-Share (Option A)
- Delivery Supportive Amenities
- Contributions or Incentives for Sustainable Transportation
- 7. **Conditional Use Findings.** Planning Code Section 303 establishes the following criteria for the Planning Commission to consider when reviewing applications for Conditional Use authorization:
 - A. The proposed use or feature, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable for, and compatible with, the neighborhood or the community.

The Project and Paratransit Variant are necessary and desirable in that they will provide a state-of-the-art public facility for SFMTA's current and future needs including advancing SFMTA's Building Progress Program, which has the goal of repairing, renovating, and modernizing SFMTA's aging facilities and facilitate improvement of the overall transportation service delivery system. The Project and Paratransit Variance will also multipurpose public land for the construction of at minimum 104 dwelling units, including affordable dwelling units. While the size and intensity of the proposed development will be larger than most developments in the immediate area, the development warrants such a size and intensity because the proposed mixed-use building will serve as an anchor for the Northeast Mission neighborhood and showcase its modern public transportation use while providing land for housing. In addition, the surrounding neighborhood includes a variety of land uses including residential, restaurant, office, retail, automotive use, and Franklin Square Park. The Project will provide retails spaces, a public transportation facility and utility yard, and residential uses.

- B. Such use or feature as proposed will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity, or injurious to property, improvements or potential development in the vicinity, with respect to aspects including but not limited to the following:
 - i. The nature of the proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;



The Project and Paratransit Variant will create a new visual focal point for San Francisco and the greater Bay Area. At a building height of 150-feet, the mixed-use building will be taller than many surrounding buildings in the immediate neighborhood and be distinctive at an appropriate scale for the neighborhood, in that it will be an iconic, highly visible symbol associated with San Francisco's public transportation. In addition, the Project site is suitable for such development. The site is substantial in size at approximately 4.4 acres.

ii. The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading and of proposed alternatives to off-street parking, including provisions of car-share parking spaces, as defined in Section 166 of this Code.

The Project and Paratransit Variant will construct a state-of-the-art SFMTA bus facility that improve bus maintenance and storage capabilities, contribute to a greener, more sustainable, and more reliable transportation system for San Francisco. While the Project will not provide off-street vehicle parking spaces, a Transportation Demand Management (TDM) plan will be implemented and street improvements will be made to the adjacent public right of way to encourage other modes of transportation including the use of public transportation. The project site is located within a block from multiple Muni bus lines including the 22, 27, 9, 9-R, and 33 lines. Additionally, careful consideration of the relationship and interaction between all modes of transportation around the facility was made and the streetscape and building were designed to avoid any undo conflicts between modes of transportation.

iii. The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;

The Project will comply with the City's requirements to minimize noise, glare, dust, odors, or other harmful emissions. All potential Project impacts on noise, glare, and dust are discussed in the Project's FEIR, including the MMRP.

iv. Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs; and

The Project and Paratransit Variant will provide usable open space in the form of roof decks. In particular, the Project will provide ample open space on the podium level that includes a mix of programming including community gardens and workout spaces. The Project and Paratransit Variant will also improve the pedestrian walkways with new ADA curb ramps, new bulbouts, ADA passenger loading zones, street trees, landscaping, and Class 2 bicycle parking spaces. Additionally, the Project will appropriately screen all vehicle/ bus entries and parking spaces.

C. Such use or feature as proposed will comply with the applicable provisions of this Code and will not adversely affect the General Plan; and

The Project complies with all relevant requirements and standards of the Planning Code and is consistent with objectives and policies of the General Plan as detailed in Resolution No. 21484.



D. Such use or feature as proposed will provide development that is in conformity with the stated purpose of the applicable Use District; and

The Project and Paratransit Variant are consistent with the stated purpose of P (Public) Zoning District and Potrero Yard SUD. Pursuant to the SUD's Planning Code and Zoning Map Amendment Ordinance (File No. 231256), the purpose of this SUD is to facilitate development of the Potrero Yard Modernization Project by allowing uses beyond San Francisco Municipal Transportation Agency's growing facility, maintenance, and operational needs, including residential uses and nonresidential uses. The Potrero Yard Modernization Project will include the construction and operation of a modern, multi-story, efficient bus maintenance and storage facility equipped to serve the San Francisco Municipal Transportation Agency's growing and future needs, as well as the construction of high-density residential development and ground floor commercial space.

- 8. Planned Unit Development Findings. Planning Code Section 304 establishes procedures for Planned Unit Developments (PUD), which are intended for projects on sites of considerable size, including an area of not less than half-acre, developed as integrated units and designed to produce an environment of stable and desirable character, which will benefit the occupants, the neighborhood, and the City as a whole. In the cases of outstanding overall design, complementary to the design and values of the surrounding area, such a project may merit a well-reasoned modification of certain provisions contained elsewhere in the Planning Code.
 - A. Modifications. The Project and the Paratransit Variant request modification from Planning Code Section 145.1 (active use) and the Project request modification from Planning Code Section 152 (off-street freight loading). Each modification is discussed below.
 - i. <u>Active Use.</u> Pursuant to Planning Code Sections 145.1(c)(3) and 249.98, active use is to be provided within the first 25 feet of building depth on the ground floor along Bryant Street, 17th Street, and Hampshire Street.
 - While the development does not comply with the strict application of Planning Code Section 145(c)(3) and 249.98, due to active use being less than 25 feet in depth on the ground floor, the Project and Paratransit Variant will provide uses including residential lobbies, residential units, retail spaces, and residential amenity spaces that will activate the ground floor of the proposed building. The Public Transportation Facility and Utility Yard uses are not subject to the requirements of Section 145.1(c)(3).
 - ii. Off-Street Freight Loading. Pursuant to Planning Code Section 152, zero off-street freight loading space is required for up to 10, 000 square feet of occupied floor area for Retail Sales and Services Uses and two spaces are required for up to 500,000 square feet of occupied floor area or three spaces plus one for each additional 400,000 sq. ft. for all other uses over 500,000 square feet not included in Retail Sales and Service Use.

While the development does not comply with the requirements of Planning Code Section 152 to provide four off-street freight loading spaces, the Project will provide two spaces within the building and on-street loading zones along Hampshire and Bryant Streets. In total, 140 linear feet will be



dedicated to commercial or general loading zones along both Hampshire and Bryant Streets. In addition, separate and distinct passenger on-street loading zones will also be provided along both streets.

- B. Criteria and Limitations. Section 304(d) establishes criteria and limitations for the authorization of PUDs over and above those applicable to Conditional Uses in general and contained in Section 303 and elsewhere in the Code. On balance, the Project complies with said criteria in that it:
 - i. Affirmatively promote applicable objectives and policies of the General Plan;
 - The Project complies with the objectives and policies of the General Plan, as stated in Item No. 9 "General Plan Compliance" and Resolution No. 21484.
 - ii. Provide off-street parking appropriate to the occupancy proposed and not exceeding principally permitted maximum amounts;
 - Pursuant to Planning Code Section 151, 1.5 off-street parking spaces are principally permitted per dwelling unit and one space per 2,000 square feet of Occupied Floor Area for Public Transportation Facility and Public Utility Yard. The Project will not provide any off-street parking spaces which is under the maximum number of principally permitted off-street parking spaces.
 - iii. Provide open space usable by the occupants and, where appropriate, by the general public, at least equal to the open spaces required by this Code;
 - The Project provides usable open space in the amount requirement by the Code. The Project will provide at minimum 80 square feet of common usable open space for each dwelling unit. A total of approximately 94,952 square feet of usable open space will be provided at podium level in the form of a large outdoor open area that features a variety of programming including workout spaces, gathering spaces, community gardens, and a dog run. The Paratransit Variant will provide at minimum 50 square feet of common usable open space. A total of approximately 6,000 square feet of usable open space in the form of roof decks.
 - iv. Be limited in dwelling unit density to less than the density that would be allowed by Article 2 of this Code for a district permitting a greater density, so that the Planned Unit Development will not be substantially equivalent to a reclassification of property;
 - The subject property is located within the P (Public) Zoning District and Potrero Yard SUD (Planning Code Text and Zoning Map Amendments Ordinance (Board File No. 231356)). Pursuant to Planning Code Section 249.98, Potrero Yard SUD, density limits are regulated by the permitted height and bulk, and required setbacks, exposure, and open space of each development lot.
 - The Project and Paratransit Variant will construct at minimum 104 dwelling units within the permitted heigh, bulk, setbacks, exposure, and open space limitations for the subject property.
 - v. In R Districts, include Commercial Uses only to the extent that such uses are necessary to serve residents of the immediate vicinity, subject to the limitations for NC-1 Districts under this Code,



and in RTO Districts include Commercial Uses only according to the provisions of Section 231 of this Code;

The subject property is located within the Public (P) Zoning District and not within an R District. However, the Project and Paratransit Variant will provide approximately 2,886 square feet of commercial use.

vi. Under no circumstances be excepted from any height limit established by Article 2.5 of this Code, unless such exception is explicitly authorized by the terms of this Code. In the absence of such an explicit authorization, exceptions from the provisions of this Code with respect to height shall be confined to minor deviations from the provisions for measurement of height in Sections 260 and 261 of this Code, and no such deviation shall depart from the purposes or intent of those sections;

The subject property is located within the P Zoning District, Potrero Yard SUD, and 150-PY (Planning Code Text and Zoning Map Amendments Ordinance (Board File No. 231356), and therefore is limited to a building height of 150 feet as measured from Mariposa Street pursuant to Planning Code Section 260. Both the Project and Paratransit Variant will construct a building that is no taller than 150 feet in height, as measured from Mariposa Street. Therefore, no minor deviation from the provisions in the measurement in height is being requested.

vii. In NC Districts, be limited in gross floor area to that allowed under the floor area ratio limit permitted for the district in Section 124 and Article 7 of this Code;

Not applicable. The subject property is located within the Public (P) Zoning District and not within an NC Zoning District.

viii. In NC Districts, not violate the use limitations by story set forth in Article 7 of this Code;

Not applicable. The subject property is located within the Public (P) Zoning District and not within an NC Zoning District.

ix. In RTO and NCT Districts, include the extension of adjacent alleys or streets onto or through the site, and/or the creation of new publicly-accessible streets or alleys through the site as appropriate, in order to break down the scale of the site, continue the surrounding existing pattern of block size, streets and alleys, and foster beneficial pedestrian and vehicular circulation.

Not applicable. The subject property is located within the Public (P) Zoning District and not within an RTO or NCT Zoning District.

x. Provide street trees as per the requirements of Section 138.1 of the Code.

The Project will provide street trees as deemed appropriate by the Director of Public Works pursuant to Article 16 of the Public Works Code. Currently, the Project and Paratransit Variant proposes a total of 47 street trees.



xi. Provide landscaping and permeable surfaces in any required setbacks in accordance with Section 132 (g) and (h).

The subject property is not required to provide a front setback pursuant to Planning Code Section 132, and therefore will not provide landscaping equal to 20 percent of the subject property's front setback area (Section 132(g)) and permeable surfaces equal to 50 percent of the property's front setback area (Section 132(h)). However, the Project and Paratransit Variant will provide landscaping within the public right of way along all street frontages.

9. General Plan Compliance. The Project is, on balance, consistent with the following Objectives and Policies of the General Plan:

HOUSING ELEMENT

Goals, Objectives, and Policies

OBJECTIVE 1.B

ADVANCE EQUITABLE HOUSING ACCESS.

Policy 5

Improve access to the available Affordable Rental and Homeownership units especially for disproportionately underserved racial and social groups.

Policy 6

Advance equal housing access by eliminating discrimination based on race, ethnicity, immigration status, HIV+ status, gender identity, sexual orientation, disabilities, age, prior incarceration, or mental health and improving housing programs for underserved groups.

The proposed dwelling units would be accessible as affordable and workforce housing and would increase the number of units available within the Mission neighborhood and City. The Project Sponsors intend to deliver either 465 affordable dwelling units or 104 affordable dwelling units.

OBJECTIVE 3.C

ELIMINATE DISPLACEMENT OF VULNERABLE COMMUNITIES 17 AND COMMUNITIES OF COLOR.

Policy 18

Tailor zoning changes within Priority Equity Geographies and intersecting Cultural Districts to serve the specific needs of American Indian, Black, and other communities of color while implementing programs to stabilize communities and meet community needs.

Policy 21

Prevent the potential displacement and adverse racial and social equity impacts of zoning changes, planning processes, or public and private investments especially for populations and <u>areas vulnerable to displacement</u>.

The Project would increase the number of dwelling units in the City without demolishing existing units or displacing residents. The project site is located within the Mission District, which is identified as a Priority



Equity Geography area. Additionally, SFMTA and their Joint Development Partner have proactively engaged with the community through a robust multi-year public outreach effort to solicit input on the Project.

OBJECTIVE 4.A

SUBSTANTIALLY EXPAND THE AMOUNT OF PERMANENTLY AFFORDABLE HOUSING FOR EXTREMELY LOW- TO MODERATE-INCOME HOUSEHOLDS

POLICY 15

Expand permanently affordable housing investments in Priority Equity Geographies to better serve American Indian, Black, and other People of color within income ranges underserved, including extremely-, very low-, and moderate-income households.

The proposed dwelling units will be targeted to serve households at a variety of affordability levels. The Project Sponsors intend to deliver either 465 affordable dwelling units or 104 affordable dwelling units.

OBJECTIVE 5.A

CONNECT PEOPLE TO JOBS AND THEIR NEIGHBORHOOD WITH NUMEROUS, EQUITABLE, AND HEALTHY TRANSPORTATION AND MOBILITY OPTIONS

POLICY 17

Expand investments in Priority Equity Geographies to advance equitable access to resources while ensuring community stability.

The project site is located within a Priority Equity Geography area and represents a significant investment in a community resource that will benefit both the immediate community and the City.

POLICY 37

Facilitate neighborhoods where proximity to daily needs and high-quality community services and amenities promotes social connections, supports caregivers, reduces the need for private auto travel, and advances healthy activities.

The project site has excellent access to daily needs, high quality community services and amenities. It is located across the street from Franklin Square Park, one block away from a major retail center, and has access to other smaller scale commercial corridors and community uses throughout the Northeast Mission neighborhood. Beyond being a transit hub itself, the site is located within a block distance from multiple Muni bus lines including the 22, 27, 9, 9-R, and 33 lines. It is also adjacent to a major bike route along 17th Street.

POLICY 38

Ensure transportation investments create equitable access to transit and are planned in parallel with increase in housing capacity to advance well-connected neighborhoods consistent with the City's Connect SF vision, and encourage sustainable trips³⁵ in new housing.



As noted above, the proposed Project will be located near several Muni lines and construct a major transit facility. The Project does not include any off-street parking for residents or employees which will discourage the use of private vehicles and encourage the use of more sustainable means of transportation.

OBJECTIVE 5.B

ADVANCE ENVIRONMENTAL JUSTICE, CLIMATE, AND COMMUNITY RESILIENCE

POLICY 40

Enforce and improve planning processes and building regulations to ensure a healthy environment for new housing developments, especially in Environmental Justice Communities.

The project site is located within an area identified as having a high environmental justice burden by the Environmental Justice Framework of the General Plan. SFMTA and their Joint Development Partner, PNC, have reached out to the community and other key stakeholders to illicit feedback on what qualities are important to local residents and employees.

OBJECTIVE 5.C

ELEVATE EXPRESSION OF CULTURAL IDENTITIES THROUGH THE DESIGN OF ACTIVE AND ENGAGING NEIGHBORHOOD BUILDINGS AND SPACES

POLICY 41

Shape urban design policy, standards, and guidelines to enable cultural and identity expression, advance architectural creativity and durability, and foster neighborhood belonging.

POLICY 42

Support cultural uses, activities, and architecture that sustain San Francisco's diverse cultural heritage.

The Project will incorporate public art into the building's façade at several locations. SFMTA and their Joint Development Partner have worked with the Potrero Yard Working Group to determine a selection process for artists and their art.

TRANSPORTATION ELEMENT

Objectives and Policies

OBJECTIVE 1

MEET THE NEEDS OF ALL RESIDENTS AND VISITORS FOR SAFE, CONVENIENT AND INEXPENSIVE TRAVEL WITHIN SAN FRANCISCO AND BETWEEN THE CITY AND OTHER PARTS OF THE REGION WHILE MAINTAINING THE HIGH QUALITY LIVING ENVIRONMENT OF THE BAY AREA.

POLICY 1.1

Involve citizens in planning and developing transportation facilities and services, and in further defining objectives and policies as they relate to district plans and specific projects.



Given the magnitude and importance of this transportation project for the City, SFMTA and their Joint Development Partner have engaged the community and stakeholders on an ongoing basis all throughout the planning process including in the creation of the development's design guidelines, Potrero Design Guidelines

POLICY 1.2

Ensure the safety and comfort of pedestrians throughout the city.

POLICY 1.6

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

The Project's streetscape plan includes new bulbouts, ADA ramps, Class 2 bicycle parking spaces, street trees, expanded sidewalks, on-street commercial and loading spaces, and landscaping, thereby furthering the safety and accessibility for pedestrians, and encouraging other modes of travel at a transit, bicycle, and pedestrian rich environment.

POLICY 1.7

Assure expanded mobility for the disadvantaged.

The Paratransit Variant proposal would include dedicated storage and maintenance areas for SFMTA's paratransit fleet at the facility, which would improve SFMTA's ability to serve the disadvantaged. Furthermore, the Project's streetscape plan includes safety and accessibility improvements for pedestrians including new ADA ramps, on-street ADA passenger loading spaces, and increased sidewalk widths.

OBJECTIVE 2

USE THE TRANSPORTATION SYSTEM AS A MEANS FOR GUIDING DEVELOPMENT AND IMPROVING THE ENVIRONMENT.

POLICY 2.4

Organize the transportation system to reinforce community identity, improve linkages among interrelated activities and provide focus for community activities.

POLICY 2.5

Provide incentives for the use of transit, carpools, vanpools, walking and bicycling and reduce the need for new or expanded automobile and automobile parking facilities.

The Project site is located within close proximity to public transportation and other sustainable modes of transportation and will encourage the use of these modes.

OBJECTIVE 9

IMPROVE BICYCLE ACCESS TO SAN FRANCISCO FROM ALL OUTLYING CORRIDORS.



POLICY 9.1

Accommodate bicycles on regional transit facilities and important regional transportation links, such as the City's light rail vehicles, wherever and whenever practically feasible.

The Project's streetscape plan includes the maximization of Class 2 bicycle parking spaces with the public right if way adjacent to the subject property and improvements to the existing bicycle route along 17^{th} Street.

OBJECTIVE 11

ESTABLISH PUBLIC TRANSIT AS THE PRIMARY MODE OF TRANSPORTATION IN SAN FRANCISCO AND AS A MEANS THROUGH WHICH TO GUIDE FUTURE DEVELOPMENT AND IMPROVE REGIONAL MOBILITY AND AIR QUALITY.

POLICY 11.2

Continue to favor investment in transit infrastructure and services over investment in highway development and other facilities that accommodate the automobile.

The Potrero Yard Modernization Project represents the first major project of SFMTA's Building Progress Program in which SFMTA seeks to make major improvements to its overall transit infrastructure to enhance San Francisco's transit efficiency, reliability, and sustainability. The Project will help ensure improved ongoing maintenance and operation of Muni buses and increase the Yard's capacity, thereby making travel by public transit more reliable and enabling its increased usage by San Francisco residents, workers, and visitors.

OBJECTIVE 12

DEVELOP AND IMPLEMENT PROGRAMS IN THE PUBLIC AND PRIVATE SECTORS, WHICH WILL SUPPORT CONGESTION MANAGEMENT AND AIR QUALITY OBJECTIVES, MAINTAIN MOBILITY AND ENHANCE BUSINESS VITALITY AT MINIMUM COST.

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.

POLICY 12.3

Implement private and public sector TDM programs which support each other and explore opportunities for private-public responsibility in program implementation.

The Project does not include off-street parking for residents or employees. However, the site is immediately adjacent to major transit lines and is within walking (or bicycling) distance from a BART station at 16th Street and Mission. Through a Project Agreement and other agreements documents with the City, the Joint Development Partner will be required to implement a Transportation Demand Management (TDM) plan that would encourage travel by sustainable modes.



OBJECTIVE 16

DEVELOP AND IMPLEMENT PROGRAMS THAT WILL EFFICIENTLY MANAGE THE SUPPLY OF PARKING AT EMPLOYMENT CENTERS THROUGHOUT THE CITY SO AS TO DISCOURAGE SINGLE-OCCUPANT RIDERSHIP AND ENCOURAGE RIDESHARING, TRANSIT AND OTHER ALTERNATIVES TO THE SINGLE-OCCUPANT AUTOMOBILE.

POLICY 16.1

Reduce parking demand through the provision of comprehensive information that encourages the use of alternative modes of transportation.

POLICY 16.5

Reduce parking demand through limiting the absolute amount of spaces and prioritizing the spaces for short-term and ride-share uses.

The Project will not include any off-street parking spaces for residents or residents.

OBJECTIVE 21

GIVE FIRST PRIORITY TO IMPROVING TRANSIT SERVICE THROUGHOUT THE CITY, PROVIDING A CONVENIENT AND EFFICIENT SYSTEM AS A PREFERABLE ALTERNATIVE TO AUTOMOBILE USE.

POLICY 21.5

Place and maintain all sidewalk elements, including passenger shelters, benches, trees, newsracks, kiosks, toilets, and utilities at appropriate transit stops according to established guidelines.

The Project includes a streetscape plan that features new bulbouts, widened sidewalks, Class 2 bicycle parking spaces, and bus stop shelters and other features, thereby beautifying the public realm and increasing accessibility and usage of transit or bicycles.

POLICY 21.11

Promote the electrification of bus operation.

The Potrero Yard Modernization Project is the first major project of SFMTA's Building Progress Program which strives to improve their facilities to meet today's demands and future needs including the complete electrification of their bus fleet.

OBIECTIVE 24

DESIGN EVERY STREET IN SAN FRANCISCO FOR SAFE AND CONVENIENT WALKING

POLICY 24.2

Widen sidewalks where intensive commercial, recreational, or institutional activity is present, sidewalks are congested, where sidewalks are less than adequately wide to provide appropriate pedestrian amenities, or where residential densities are high.



POLICY 24.6

Ensure convenient and safe pedestrian crossings by minimizing the distance pedestrians must walk to cross a street.

OBJECTIVE 25

IMPROVE THE AMBIENCE OF THE PEDESTRIAN ENVIRONMENT

POLICY 25.2

Maintain and expand the planting of street trees and the infrastructure to support them.

OBJECTIVE 29

ENSURE THAT BICYCLES CAN BE USED SAFELY AND CONVENIENTLY AS A PRIMARY MEANS OF TRANSPORTATION, AS WELL AS FOR RECREATIONAL PURPOSES.

POLICY 29.3

Remove conflicts to bicyclists on all city streets.

The Project's streetscape plan includes the improvement of the bicycle route along 17th Street, a major eastwest bicycle route through the Mission neighborhood.

OBJECTIVE 30

PROVIDE SECURE AND CONVENIENT PARKING FACILITIES FOR BICYCLES.

POLICY 30.1

Provide secure bicycle parking in new governmental, commercial, and residential developments.

POLICY 30.4

Provide bicycle parking at all transit terminals.

The Project will include Class 1 bicycle parking spaces for residents and employees. The Project also include Class 2 bicycle parking spaces within the public right of way.

URBAN DESIGN ELEMENT

Objectives and Policies

OBJECTIVE 1

EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

POLICY 1.3

Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.

POLICY 1.6

Make centers of activity more prominent through design of street features and by other means.



As a prominent high-quality design, the new mixed-use building will serve as a new visual focal point that marks the civic importance and presence of public transportation in San Francisco. While larger than most buildings in the immediate neighborhood, care has been taken to design a building that minimizes its visual effect. The building will be sculpted with heights tapering from Mariposa Street down to 17th Street (which is immediately across the street from Franklin Square) to minimize shadow impacts on the park. Additionally, the building will also be modulated throughout so as to provide breaks in the building massing and relate to the surrounding built context.

POLICY 2.4

Preserve notable landmarks and areas of historic, architectural or aesthetic value, and promote the preservation of other buildings and features that provide continuity with past development.

The demolition of the existing buildings, considered historical resources pursuant to CEQA, would be considered a significant unavoidable impact. However, the Commission has found that there are overriding considerations that justify demolishing the buildings including the need to modernize SFMTA's facilities, provide improved working environment conditions, and utilize the land for housing.

OBJECTIVE 3

MODERATION OF MAJOR NEW DEVELOPMENT TO COMPLEMENT THE CITY PATTERN, THE RESOURCES TO BE CONSERVED, AND THE NEIGHBORHOOD ENVIRONMENT.

POLICY 3.3

Promote efforts to achieve high quality of design for buildings to be constructed at prominent locations.

The Project includes a bold design that - while larger than surrounding buildings – showcases both its civic importance as a public transit use, and its ability to utilize a public site for a residential use.

POLICY 3.5

Relate the height of buildings to important attributes of the city pattern and to the height and expression of existing development.

POLICY 3.6

Relate the bulk of buildings to the prevailing scale of development to avoid an overwhelming or dominating appearance in new construction.

While the Project would be larger in scale than surrounding development, careful consideration has been made to modulate the building by including articulation that is consistent with surrounding development.

OBJECTIVE 4

IMPROVEMENT OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT, PRIDE AND OPPORTUNITY

POLICY 4.6

Emphasize the importance of local centers providing commercial and government services.



The Project is an important public use which will be expressed by its design.

POLICY 4.10

Encourage or require the provision of recreation space in private development.

The residential portion of the development includes usable open space on the podium level that will feature a wide variety of recreational programming for its residents.

POLICY 4.13

Improve pedestrian areas by providing human scale and interest.

The Project includes a streetscape plan (as described above) that will provide an interest and human scale.

COMMERCE AND INDUSTRY ELEMENT

Objectives and Policies

OBJECTIVE 1

MANAGE ECONOMIC GROWTH AND CHANGE TO ENSURE ENHANCEMENT OF THE TOTAL CITY LIVING AND WORKING ENVIRONMENT.

POLICY 1.3

Locate commercial and industrial activities according to a generalized commercial and industrial land use plan.

The subject property is located within the P (Public) Zoning District which principally permits public uses. The proposed Special Use District will reaffirm the existing and proposed use for the site.

OBJECTIVE 2

MAINTAIN AND ENHANCE A SOUND AND DIVERSE ECONOMIC BASE AND FISCAL STRUCTURE FOR THE CITY.

POLICY 2.1

Seek to retain existing commercial and industrial activity and to attract new such activity to the city.

The Project represents a commitment to a PDR use by expanding and modernizing SFMTA's bus facility at its current location.

SAFETY AND RESILIENCE ELEMENT

Objectives and Policies

OBJECTIVE 2.1.

CLIMATE RESILIENCE. PURSUE SYNERGISTIC EFFORTS THAT BOTH ELIMINATE GREENHOUSE GASES (CLIMATE MITIGATION) AND PROTECT PEOPLE, THE BUILT ENVIRONMENT, AND NATURE FROM THE UNAVOIDABLE IMPACTS OF THE CLIMATE CRISIS (CLIMATE ADAPTATION).



POLICY 2.1.4.

Ensure that City projects and private developments provide multi-benefit solutions that mitigate hazard risk and contribute to a zero-emission future.

The Project represents one of the first steps to the City's transition to a 100-percent electric bus fleet, a significant step in ensuring a zero-emission future for San Francisco.

OBJECTIVE 3.2.

NEW BUILDINGS. MAXIMIZE THE SAFETY, ENVIRONMENTAL PERFORMANCE, AND CLIMATE ADAPTABILITY OF ALL NEW DEVELOPMENT.

POLICY 3.2.4.

Ensure foundations and structural systems are designed with consideration of site soils conditions when reviewing projects in areas subject to liquefaction, slope instability, sea level rise, groundwater rise, and other flood hazards

POLICY 3.2.8.

During retrofits and new construction, prioritize building practices that emit lower greenhouse gasses and build resilience to multiple hazards at once, especially in Environmental Justice Communities.

The Project will construct a new building to LEED-Gold standards.

OBJECTIVE 3.3.

INFRASTRUCTURE AND PUBLIC REALM. ENSURE THE CITY'S LIFELINE SYSTEMS, TRANSPORTATION AND EMERGENCY RESPONSE FACILITIES, UTILITIES, STREETS, PUBLIC SPACES, AND COASTS CAN WITHSTAND AND ADAPT TO ALL HAZARDS.

POLICY 3.3.2.

Identify and replace vulnerable infrastructure and critical service lifelines in high-risk areas.

The modernization of Potrero Yard represents SFMTA's commitment to identifying and replacing vulnerable infrastructure and critical service lifelines.

POLICY 3.3.3.

Conduct capital planning to advance resilient infrastructure prioritizing life safety and functional recovery, as well as the needs of Environmental Justice Communities and other vulnerable people.

As noted above, the Project and other elements of the Building Progress Program will enable a more efficient and sustainable transit system in San Francisco. The subject property is located within an Environmental Justice Geography area and the Project will include features that emphasize and encourage travel by transit, foot, and bicycle.

RECREATION AND OPEN SPACE ELEMENT

Objectives and Policies



OBJECTIVE 2

INCREASE RECREATION AND OPEN SPACE TO MEET THE LONG-TERM NEEDS OF THE CITY AND BAY REGION

POLICY 2.11

Assure that privately developed residential open spaces are usable, beautiful, and environmentally sustainable.

The Project is located across the street from Franklin Square Park and will increase the number of residents and employees to the area in addition to providing usable open space as an amenity on the building's podium level with a variety of recreational programming.

OBJECTIVE 3

IMPROVE ACCESS AND CONNECTIVITY TO OPEN SPACE

POLICY 3.1

Creatively develop existing publicly-owned rights-of-way and streets into open space.

POLICY 3.2

Establish and Implement a network of Green Connections that increases access to parks, open spaces, and the waterfront.

The Project includes a streetscape plan with improved bicycle facilities along 17th Street, which is identified as a Green Connection.

ARTS ELEMENT

Objectives and Policies

OBJECTIVE I-3

MAINTAIN AND STRENGTHEN THE ARTS COMMISSION SO THAT IT CAN BETTER SERVE THE PUBLIC AND CITY GOVERNMENT THROUGH ARTS POLICY COORDINATION, PLANNING AND PROGRAMMING.

POLICY I-3.3

Strive for the highest standards of design of public buildings and grounds and structures placed in the public right-of-way.

The design of SFMTA's bus facility (the public component) was reviewed by the Civic Design Review Board of the Arts Commission and received a positive recommendation from the Board. Additionally, SFMTA and its Joint Development Partner have been working with the Arts Commission to develop its public arts program.

- **10. Planning Code Section 101.1(b)** establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the project complies with said policies in that:
 - A. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities



for resident employment in and ownership of such businesses be enhanced.

The Project and Paratransit Variant will not remove or displace an existing neighborhood serving retail uses. The Project site is currently developed and will be redeveloped for the continue for the utilization of SFMTA, a Public Use. The Project and Paratransit Variant will, however, enhance and provide new neighborhood serving retail use opportunities, job opportunities, and business opportunities to the residents of the neighborhood with the addition of approximately 2,886 square feet of commercial space. Furthermore, the Project will introduce new patrons to the area, and therefore, strengthen the customer base of existing retail uses and contribute to the demand for new retail uses serving the area.

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

The project site does not currently include any housing and the surrounding neighborhood is characterized with a mix of uses within the Public, PDR, and Urban Mixed-Use Zoning Districts. The Project will preserve and expand its current use while providing additional units to the City's housing stock. SFMTA and their Joint Development Partner have engaged with the community for more than five years to ensure that their needs are understood and that the new building is reflective of and serves the community.

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

The Project and Paratransit Variant includes the construction of at minimum 104 dwelling units to be affordable at various affordable levels. The Project Sponsors intend to deliver all dwelling units in either proposal at below market rate.

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

The Project and Paratransit Variant will construct a state-of-the-art SFMTA bus facility that improve bus maintenance and storage capabilities, contribute to a greener, more sustainable, and more reliable transportation system for San Francisco. While the Project will not provide off-street vehicle parking spaces, a Transportation Demand Management (TDM) plan will be implemented and street improvements will be made to the adjacent public right of way to encourage other modes of transportation including the use of public transportation. The project site is located within a block from multiple Muni bus lines including the 22, 27, 9, 9-R, and 33 lines. Additionally, careful consideration of the relationship and interaction between all modes of transportation around the facility was made and the streetscape and building were designed to avoid any undo conflicts between modes of transportation.

E. 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 resident employment and ownership in these sectors be enhanced.

The Project and Paratransit Variant maintains and expands a longstanding public PDR use that will improve the working environment for SFMTA employees and provide ongoing employment opportunities to residents.



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

The Project will be designed and constructed to conform to the structural and seismic safety requirements of the Building Code. As such, this Project will improve the property's ability to withstand an earthquake.

G. That landmarks and historic buildings be preserved.

The Project and Paratransit Variant do entail demolishing the existing Potrero Yard buildings, historically known as the Potrero Trolly Coach Division Facility, which is a known historic resource pursuant to CEQA. The FEIR analyzed four alternatives, three of which preserve the existing buildings to an extent. However, the Commission has found that pursuing these alternatives would not meet the Projects' basic objectives to modernize the current bus yard and achieve systemwide master plan priorities by consolidating scattered transit support functions at the Potrero Yard. Pursuing these alternatives would also significantly reduce the public site's capacity to provide housing at the site.

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

The Project and Paratransit Variant will not have an adverse effect on the City's parks and open space and their access to sunlight and vistas. While the Project and Paratransit Variant will result in net new shadow on Franklin Square Park, the shadow was determined to neither have a significant nor adverse effect on the use of the park due to the limited duration, time and location of such shadow, as described in Planning Commission Motion No. 21486

11. First Source Hiring. The Project is subject to the requirements of the First Source Hiring Program as they apply to permits for residential development (Administrative Code Section 83.11), and the Project Sponsor shall comply with the requirements of this Program as to all construction work and on-going employment required for the Project. Prior to the issuance of any building permit to construct or a First Addendum to the Site Permit, the Project Sponsor shall have a First Source Hiring Construction and Employment Program approved by the First Source Hiring Administrator, and evidenced in writing. In the event that both the Director of Planning and the First Source Hiring Administrator agree, the approval of the Employment Program may be delayed as needed.

The Project Sponsor submitted a First Source Hiring Affidavit and prior to issuance of a building permit will execute a First Source Hiring Memorandum of Understanding and a First Source Hiring Agreement with the City's First Source Hiring Administration.

- 12. The Project is consistent with and would promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the Project would constitute a beneficial development.
- **13.** The Commission hereby finds that approval of the Conditional Use Authorization would promote the health, safety and welfare of the City.



DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Conditional Use Authorization Application No. 2019-021884CUA** subject to the following conditions attached hereto as "EXHIBIT A" in general conformance with plans on file, dated December 21, 2023, and stamped "EXHIBIT B", which is incorporated herein by reference as though fully set forth.

The Planning Commission has reviewed and considered the FEIR and the record as a whole and incorporates by reference herein the CEQA Findings contained in Motion No. 21483 and MMRP, included as "EXHIBIT C". All required mitigation and improvement measures identified in "EXHIBIT C" of Motion No. 21483 are included as conditions of approval.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Conditional Use Authorization to the Board of Supervisors within thirty (30) days after the date of this Motion. The effective date of this Motion shall be the date of this Motion if not appealed (after the 30-day period has expired) OR the date of the decision of the Board of Supervisors if appealed to the Board of Supervisors. For further information, please contact the Board of Supervisors at (415) 554-5184, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

Protest of Fee or Exaction: You may protest any fee or exaction subject to Government Code Section 66000 that is imposed as a condition of approval by following the procedures set forth in Government Code Section 66020. The protest must satisfy the requirements of Government Code Section 66020(a) and must be filed within 90 days of the date of the first approval or conditional approval of the development referencing the challenged fee or exaction. For purposes of Government Code Section 66020, the date of imposition of the fee shall be the date of the earliest discretionary approval by the City of the subject development.

If the City has not previously given Notice of an earlier discretionary approval of the project, the Planning Commission's adoption of this Motion, Resolution, Discretionary Review Action or the Zoning Administrator's Variance Decision Letter constitutes the approval or conditional approval of the development and the City hereby gives **NOTICE** that the 90-day protest period under Government Code Section 66020 has begun. If the City has already given Notice that the 90-day approval period has begun for the subject development, then this document does not re-commence the 90-day approval period.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on January 11, 2024.

Jonas P. Ionin

Commission Secretary

AYES: Braun, Ruiz, Diamond, Imperial, Koppel, Moore, Tanner

NAYS: None ABSENT: None

ADOPTED: January 11, 2024



EXHIBIT A

Authorization

This authorization is for a conditional use for a planned unit development to allow the demolition of SFMTA'S existing two-story bus yard facility and parking lot and the construction of an approximately 1,240,000 square foot, 75-150 foot, mixed-use building that will contain Public Transportation Facility and Public Utility Yard uses for SFMTA'S new state-of-the-art facility, 465 dwelling units (72 studios, 159 one-bedroom, 157 two-bedroom, and 77 three-bedroom), and approximately 2,886 square feet of commercial space ("Project") and an alternative proposal ("Paratransit Variant") that constructs an additional approximately 23,809 square feet of area at the fifth level which will be dedicated to SFMTA'S Paratransit division and reduces the number of dwelling units from 465 to 104 at 2500 Mariposa Street, Block 3971, and Lot 001, pursuant to Planning Code Sections 303 and 304 within the P (Public) Zoning District, Potrero Yard Special Use District, and a 150-PY Height and Bulk District; in general conformance with plans, dated December 21, 2023, and stamped "EXHIBIT B" included in the docket for Record No. 2019-021884CUA and subject to conditions of approval reviewed and approved by the Commission on January 11, 2024 under Motion No. 21487. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

Recordation of Conditions Of Approval

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on January 11, 2024 under Motion No. 21487.

Severability

The Project shall comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent responsible party.

Changes and Modifications

Changes to the approved plans may be approved administratively by the Zoning Administrator. Significant changes and modifications of conditions shall require Planning Commission approval of a new Conditional Use authorization.



CONDITIONS OF APPROVAL, COMPLIANCE, MONITORING, AND REPORTING

Performance

1. Validity. The authorization and right vested by virtue of this action is valid for three (3) years from the date that the Planning Code text amendment(s) and/or Zoning Map amendment(s) become effective. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this three-year period.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

2. Expiration and Renewal. Should a Building or Site Permit be sought after the three (3) year period has lapsed, the project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

3. Diligent Pursuit. Once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. Failure to do so shall be grounds for the Commission to consider revoking the approval if more than three (3) years have passed since the date that the Planning Code text amendment(s) and/or Zoning Map amendment(s) became effective.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

4. Extension. All time limits in the preceding three paragraphs may be extended at the discretion of the Zoning Administrator where implementation of the project is delayed by a public agency, an appeal or a legal challenge and only by the length of time for which such public agency, appeal or challenge has caused delay.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

5. Conformity with Current Law. No application for Building Permit, Site Permit, or other entitlement shall be approved unless it complies with all applicable provisions of City Codes in effect at the time of such approval.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org



6. Additional Project Authorization. The Project Sponsor must obtain a General Plan Amendment to amend the Urban Design Element Map 4, "Urban Design Guidelines for the Height of Buildings", and Urban Design Element Map 5, "Urban Design Guidelines for the Bulk of Buildings", a Planning Code Text Amendment Code to create the Potrero Yard Special Use District (SUD) at 2500 Mariposa Street, Assessor's Parcel Block 3971, Lot 001 and "PY" Bulk Limit in Planning Code Section 270, and a Zoning Map Amendment to amend Zoning Maps SU08 to illustrate the Potrero Yard SUD and HT08 to change the Height and Bulk Zoning District from 65-X to 150-PY (Board of Supervisor File No. 231256). The conditions set forth below are additional conditions required in connection with the Project. If these conditions overlap with any other requirement imposed on the Project, the more restrictive or protective condition or requirement, as determined by the Planning Director, shall apply.

This approval is contingent on and will be of no further force and effect until the date that the San Francisco Board of Supervisors has approved by resolution approving the General Plan Amendment, Planning Code Text Amendment, and Map Amendment.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

7. Mitigation Measures. Mitigation measures described in the MMRP attached as Exhibit C are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor. Their implementation is a condition of project approval. The conditions of approval under the 'Exhibit C' of this Planning Commission Motion shall be reproduced on the Index Sheet of construction plans submitted with the site or building permit application for the Project.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

Entertainment Commission – Noise Attenuation Conditions

- **8. Chapter 116 Residential Projects.** The Project Sponsor shall comply with the "Recommended Noise Attenuation Conditions for Chapter 116 Residential Projects," which were recommended by the Entertainment Commission on August 25, 2015. These conditions state:
 - A. Community Outreach. Project Sponsor shall include in its community outreach process any businesses located within 300 feet of the proposed project that operate between the hours of 9PM-5AM. Notice shall be made in person, written or electronic form.
 - B. Sound Study. Project sponsor shall conduct an acoustical sound study, which shall include sound readings taken when performances are taking place at the proximate Places of Entertainment, as well as when patrons arrive and leave these locations at closing time. Readings should be taken at locations that most accurately capture sound from the Place of Entertainment to best of their ability. Any recommendation(s) in the sound study regarding window glaze ratings and soundproofing materials including but not limited to walls, doors, roofing, etc. shall be given highest consideration by the project sponsor when designing and building the project.
 - C. Design Considerations.



- i. During design phase, project sponsor shall consider the entrance and egress location and paths of travel at the Place(s) of Entertainment in designing the location of (a) any entrance/egress for the residential building and (b) any parking garage in the building.
- ii. In designing doors, windows, and other openings for the residential building, project sponsor should consider the POE's operations and noise during all hours of the day and night.
- D. Construction Impacts. Project sponsor shall communicate with adjacent or nearby Place(s) of Entertainment as to the construction schedule, daytime and nighttime, and consider how this schedule and any storage of construction materials may impact the POE operations.
- E. Communication. Project Sponsor shall make a cell phone number available to Place(s) of Entertainment management during all phases of development through construction. In addition, a line of communication should be created to ongoing building management throughout the occupation phase and beyond.

Design - Compliance at Plan Stage

9. Final Materials. The Project Sponsor shall continue to work with Planning Department on the building design . Final materials, glazing, color, texture, landscaping, and detailing shall be subject to Department staff review and approval. The architectural addenda shall be reviewed and approved by the Planning Department prior to issuance.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7380, www.sfplanning.org

10. Garbage, Composting and Recycling Storage. Space for the collection and storage of garbage, composting, and recycling shall be provided within enclosed areas on the property and clearly labeled and illustrated on the building permit plans. Space for the collection and storage of recyclable and compostable materials that meets the size, location, accessibility and other standards specified by the San Francisco Recycling Program shall be provided at the ground level of the buildings.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7380, www.sfplanning.org

11. Laundry Facilities. The Project Sponsor shall provide sufficient on-site laundering access for residential occupants through on-site communal laundry facilities, individual in-unit laundry hook-ups, or some combination thereof.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7380, www.sfplanning.org

12. Rooftop Mechanical Equipment. Pursuant to Planning Code 141, the Project Sponsor shall submit a roof plan to the Planning Department prior to Planning approval of the building permit application. Rooftop mechanical equipment, if any is proposed as part of the Project, is required to be screened so as not to be visible from any point at or below the roof level of the subject building.



For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sfplanning.org

13. Lighting Plan. The Project Sponsor shall submit an exterior lighting plan to the Planning Department prior to Planning Department approval of the building / site permit application.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7380, www.sfplanning.org

14. Streetscape Plan. Pursuant to Planning Code Section 138.1, the Project Sponsor shall continue to work with Planning Department staff, in consultation with other City agencies, to refine the design and programming of the Streetscape Plan so that the plan generally meets the standards of the Better Streets Plan and all applicable City standards. The Project Sponsor shall complete final design of all required street improvements, including procurement of relevant City permits, prior to issuance of first architectural addenda, and shall complete construction of all required street improvements prior to issuance of first temporary certificate of occupancy.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7380, www.sfplanning.org

15. Transformer Vault Location. The location of individual project PG&E Transformer Vault installations has significant effects to San Francisco streetscapes when improperly located. However, they may not have any impact if they are installed in preferred locations. Therefore, the Planning Department in consultation with Public Works shall require the location for transformer vault(s) for this project to be on-site, in a basement area or ground floor within the building and screened from view on a façade facing a public right of way. The above requirement shall adhere to the Memorandum of Understanding regarding Electrical Transformer Locations for Private Development Projects between Public Works and the Planning Department dated January 2, 2019.

For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 628.271.2000, <u>www.sfpublicworks.org</u>

16. Overhead Wiring. The Property owner will allow MUNI to install eyebolts in the building adjacent to its electric streetcar line to support its overhead wire system if requested by MUNI or MTA.

For information about compliance, contact San Francisco Municipal Railway (Muni), San Francisco Municipal Transit Agency (SFMTA), at 415.701.4500, www.sfmta.org

17. Noise, Ambient. Interior occupiable spaces shall be insulated from ambient noise levels. Specifically, in areas identified by the Environmental Protection Element, Map1, "Background Noise Levels," of the General Plan that exceed the thresholds of Article 29 in the Police Code, new developments shall install and maintain glazing rated to a level that insulate interior occupiable areas from Background Noise and comply with Title 24.

For information about compliance, contact the Environmental Health Section, Department of Public Health at 415.252.3800, <u>www.sfdph.org</u>



18. Noise. Plans submitted with the building permit application for the approved project shall incorporate acoustical insulation and other sound proofing measures to control noise.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7380, www.sfplanning.org

19. Odor Control Unit. In order to ensure any significant noxious or offensive odors are prevented from escaping the premises once the project is operational, the building permit application to implement the project shall include air cleaning or odor control equipment details and manufacturer specifications on the plans. Odor control ducting shall not be applied to the primary façade of the building.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7380, www.sfplanning.org

Parking and Traffic

20. Transportation Demand Management (TDM) Program. Pursuant to Planning Code Section 169, the Project shall finalize a TDM Plan prior to the issuance of the first Building Permit or Site Permit to construct the project and/or commence the approved uses. The Property Owner, and all successors, shall ensure ongoing compliance with the TDM Program for the life of the Project, which may include providing a TDM Coordinator, providing access to City staff for site inspections, submitting appropriate documentation, paying application fees associated with required monitoring and reporting, and other actions.

Prior to the issuance of the first Building Permit or Site Permit, the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property to document compliance with the TDM Program. This Notice shall provide the finalized TDM Plan for the Project, including the relevant details associated with each TDM measure included in the Plan, as well as associated monitoring, reporting, and compliance requirements.

For information about compliance, contact the TDM Performance Manager at tdm@sfgov.org or 628.652.7340, www.sfplanning.org

21. Bicycle Parking. Pursuant to Planning Code Sections 155, 155.1, and 155.2, the Project shall provide no fewer than 217 bicycle parking spaces (192 Class 1 spaces and 25 Class 2 spaces) and the Paratransit Variant shall provide no fewer than 112 bicycle parking spaces (105 Class 1 spaces and 7 Class 2 spaces). SFMTA has final authority on the type, placement and number of Class 2 bicycle racks within the public ROW. Prior to issuance of first architectural addenda, the project sponsor shall contact the SFMTA Bike Parking Program at bikeparking@sfmta.com to coordinate the installation of on-street bicycle racks and ensure that the proposed bicycle racks meet the SFMTA's bicycle parking guidelines. Depending on local site conditions and anticipated demand, SFMTA may request the project sponsor pay an in-lieu fee for Class II bike racks required by the Planning Code.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org



22. Showers and Clothes Lockers. Pursuant to Planning Code Section 155.3, the Project shall provide no fewer than four showers and 24 clothes lockers.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

23. Off-Street Loading. Pursuant to Planning Code Section 152, the Project will provide at minimum of two off-street loading spaces.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

24. Managing Traffic During Construction. The Project Sponsor and construction contractor(s) shall coordinate with the Traffic Engineering and Transit Divisions of the San Francisco Municipal Transportation Agency (SFMTA), the Police Department, the Fire Department, the Planning Department, and other construction contractor(s) for any concurrent nearby Projects to manage traffic congestion and pedestrian circulation effects during construction of the Project.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

Provisions

25. Anti-Discriminatory Housing. The Project shall adhere to the requirements of the Anti-Discriminatory Housing policy, pursuant to Administrative Code Section 1.61.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7380, www.sfplanning.org

26. First Source Hiring. The Project shall adhere to the requirements of the First Source Hiring Construction and End-Use Employment Program approved by the First Source Hiring Administrator, pursuant to Section 83.4(m) of the Administrative Code. The Project Sponsor shall comply with the requirements of this Program regarding construction work and on-going employment required for the Project.

For information about compliance, contact the First Source Hiring Manager at 415.581.2335, www.onestopSF.org

27. Inclusionary Affordable Housing Program. The following Inclusionary Affordable Housing Requirements are those in effect at the time of Planning Commission action. In the event that the requirements change, the Project Sponsor shall comply with the requirements in place at the time of issuance of the Site Permit.

For information about compliance on any of the Conditions noted below, contact the Planning Department at 628-652-7600 or at www.sf-planning.org or the Mayor's Office of Housing and Community Development at 415-701-5500, or at www.sfmohcd.org.

1. Number of Required Units. Pursuant to Planning Code Section 415.6, the Project is required to provide 17% of the proposed dwelling units as affordable to qualifying households. The Project contains 465 units;



therefore, 79 Affordable Units are required. The Project will fulfill this requirement by providing the 79 Affordable Units on-site. The Paratransit Variant is required to provide 17% of the proposed dwelling units as affordable to qualifying households. The Project contains 104 units; therefore, 18 Affordable Units are required. The Project will fulfill this requirement by providing the 18 Affordable Units on-site. If the number of market-rate units changes, the number of required Affordable Units shall be modified accordingly with written approval from the Planning Department in consultation with the Mayor's Office of Housing and Community Development ("MOHCD").

- 2. Unit Mix. The Project contains 72 studios, 159 one-bedroom, 157 two-bedroom, and 77 three-bedroom units; therefore, the required affordable unit mix is 12 studios, 27 one-bedroom, 27 two-bedroom, and 13 three-bedroom units. The Paratransit Variant contains 13 studios, 23 one-bedroom, 40 two-bedroom, and 28 three-bedroom units; therefore, the required affordable unit mix is 2 studios, 4 one-bedroom, 7 two-bedroom, and 5 three-bedroom units. If the overall unit mix of the Project changes, the affordable unit mix will be modified accordingly with written approval from the Planning Department in consultation with MOHCD.
- 3. Unit Tenure. The project is a Rental Housing Project as defined in Section 415.2. If the Project seeks to convert from a Rental Housing Project to an Ownership Housing Project, the Project shall require public notice for a hearing and approval from the Planning Commission pursuant to Planning Code Section 415.5(g)(5). Conversion from a Rental Unit to an Owned Unit shall follow the procedures set forth in the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual ("Procedures Manual"), as amended from time to time.

If a Rental Housing Project converts to an Ownership Housing Project with the approval of the Planning Commission, the project sponsor shall either (A) reimburse the City the proportional amount of the inclusionary affordable housing fee, which would be equivalent to the then-current inclusionary affordable fee requirement for Ownership Housing Projects, or (B) provide additional on-site or off-site Affordable Units equivalent to the difference between the on-site rate for rental units approved at the time of entitlement and the then-current inclusionary requirements for Ownership Housing Projects. The additional units shall be apportioned among the required number of units at various income levels in compliance with the requirements in effect at the time of conversion as specified in Planning Code Section 415.

4. Mixed Income Levels for Affordable Units. Pursuant to Planning Code Sections 415.3 and 415B, the Project is required to provide 17% of the proposed dwelling units as Affordable to Qualifying Households. At least 10.2% must be affordable to low-income households, at least 3.4% must be affordable to moderate income households, and at least 3.4.% must be affordable to middle income households. Rental Units for low-income households shall have an affordable rent set at 55% of Area Median Income or less, with households earning up to 65% of Area Median Income eligible to apply for low-income units. Rental Units for moderate-income households shall have an affordable rent set at 80% of Area Median Income or less, with households earning up to 90% of Area Median Income eligible to apply for moderate-income units. Rental Units for middle-income households shall have an affordable rent set at 110% of Area Median Income or less, with households earning up to 130% of Area Median Income eligible to apply for middle-income units.



| | Number of Units in Project | Affordable Rent AMI | Maximum Household AMI |
|-----------------------|----------------------------|---------------------|-----------------------|
| Low Income Units | 47 | 55% | 65% |
| Moderate Income Units | 16 | 80% | 90% |
| Middle Income Units | 16 | 110% | 130% |

| | Number of Units in Paratransit Variant | Affordable Rent AMI | Maximum Household AMI |
|-----------------------|--|---------------------|-----------------------|
| Low Income Units | 11 | 55% | 65% |
| Moderate Income Units | 3 or 4* | 80% | 90% |
| Middle Income Units | 3 or 4* | 110% | 130% |

^{*} Pursuant to Zoning Administrator Bulletin No. 10, a remaining fraction of one-half (0.5) or more shall be adjusted upward to the next higher whole number of required Inclusionary Units. However, if rounding each of the AMI levels results in more Inclusionary Units than required, the Project Sponsor may elect which AMI levels to round up or down to achieve the number of required Inclusionary Units.

- 5. Occupancy of Middle Income Units. For any Affordable Units with rents set at 110% of Area Median Income, the units shall have a minimum occupancy of two persons pursuant to Planning Code Section 415.6(a)(3).
- 6. Minimum Unit Sizes. Pursuant to Planning Code Section 415.6(f)(2), the Affordable Units shall meet the minimum unit sizes standards established by the California Tax Credit Allocation Committee (TCAC) as of May 16, 2017. One-bedroom units must be at least 450 square feet, two-bedroom units must be at least 700 square feet, and three-bedroom units must be at least 900 square feet. Studio units must be at least 300 square feet pursuant to Planning Code Section 415.6(f)(2). The total residential floor area devoted to the Affordable Units shall not be less than the applicable percentage applied to the total residential floor area of the overall project, provided that a 10% variation in floor area is permitted.
- 7. Notice of Special Restrictions. Pursuant to Planning Code Section 415.6(g)(1), the Project Sponsor shall record a Notice of Special Restrictions on the property that contains these conditions of approval and a reduced set of plans that identify the Affordable Units satisfying the requirements of this approval prior to the issuance of the architectural addendum or twelve months prior to the first certificate of occupancy, whichever is earlier. The Project Sponsor shall comply with Zoning Administrator Bulletin No. 10 and any other affordable housing designation standards published by the Planning Department or MOHCD and updated periodically. The Project Sponsor shall provide a copy of the recorded Notice of Special Restrictions to the Planning Department and MOHCD or its successor prior to the issuance of the architectural addendum. If a Project does not anticipate an architectural addendum, then the Notice of Special Restrictions shall be recorded prior to the issuance of the Building Permit. Following the designation of Affordable Units, changes to the overall residential square footage or to any unit within the Project require written approval from the Planning Department in consultation with MOHCD who will determine if the changes are consistent with Zoning Administrator Bulletin No. 10 and any other affordable housing designation standards published by the Planning Department or MOHCD.



- 8. Construction Timeline. Prior to the issuance of the site permit, the Project Sponsor shall submit an estimated construction timeline to the Department in accordance with Planning Section 415.6(g)(3).
- 9. Unit Pricing. Pursuant to Planning Code Section 415.6(g)(2), the Project Sponsor shall submit a request for pricing determination from MOHCD at least eight (8) months prior to first certificate of occupancy.
- 10. Phasing. If any building permit is issued for partial phasing of the Project, the Project shall have designated not less than 5.6 percent (5.6%) of each phase's total number of dwelling units as on-site affordable units.
- 11. **Duration.** Under Planning Code Section 415.8, all units are constructed pursuant to Section 415.6, and therefore must remain Affordable to Qualifying Households for the life of the project.
- 12. Expiration of the Inclusionary Rate. Pursuant to Planning Code Section 415.6(a)(10), if the Project has not obtained a site or building permit within 30 months of Planning Commission Approval of this Motion No. 21487, then it is subject to the Inclusionary Affordable Housing Requirements in effect at the time of site or building permit issuance.
- 13. Expiration of the Temporary Inclusionary Rate Reductions pursuant to Section 415B. The first construction document for the project must be issued no later than 30 months from the date of the Final Approval for the project. If the Project Sponsor does not obtain first construction document within 30 months of Final Approval, the applicable inclusionary on-site rate shall be the rate in effect at the time of the issuance of the first construction document. Final Approval is defined in Planning Code Section 415A.2 as (1) the approval of the project's first Development Application, unless such approval is appealed; or (2) if a project only requires a building permit, the issuance of the first site or building permit, unless such permit is appealed; or (3) if the first Development Application or the first site or building permit, on the appeal by the relevant City Board or Commission.
- 14. Modification of Elected Alternative. Pursuant to Planning Code Section 415.5(g)(3), any proposed change from the on-site alternative to another alternative, including the Affordable Housing Fee, requires public notice for hearing and approval from the Planning Commission to amend these Conditions of Approval.
- 15. 20% below market rents. Pursuant to PC Section 415.6, the maximum affordable rents shall be no higher than 20% below market rents for the neighborhood within which the project is located, which shall be defined in accordance with the American Community Survey Neighborhood Profile Boundaries Map. MOHCD shall adjust the allowable rents, and the eligible households for such units, accordingly.
- 16. Procedures Manual. The Project is subject to the requirements of the Inclusionary Affordable Housing Program under Planning Code Section 415 et seq. and City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual ("Procedures Manual"), as amended from time to time. The Procedures Manual is incorporated herein by reference, as published and adopted by the Planning Commission, and as required by Planning Code Section 415. Terms used in these conditions of approval and not otherwise defined shall have the meanings set forth in the Procedures Manual. A copy of the Procedures Manual can be obtained at the MOHCD at 1 South Van Ness Avenue or

Planning

on the Planning Department or MOHCD websites, including on the internet at: https://sfmohcd.org/inclusionary-housing-program-manuals

As provided in the Inclusionary Affordable Housing Program, the applicable Procedures Manual is the manual in effect at the time the subject units are made available for initial rental, re-rental, and recertification.

- a) Comparability. The affordable unit(s) shall (1) be constructed, completed, ready for occupancy and marketed no later than the market rate units, and (2) be evenly distributed throughout the building floor plates; (3) be of comparable overall quality, construction and exterior appearance as the market rate units in the project; and (4) be maintained in the same manner as the market units. The interior features in Affordable Units should be generally the same as those of the market units in the project, but need not be the same make, model or type of such item as long they are of good and new quality and are consistent with then-current standards for new housing. Other specific standards for on-site units are outlined in Zoning Administrator Bulletin No. 10 and the Procedures Manual. Any material changes to an affordable unit following recordation of the Notice of Special Restrictions requires written approval from the Planning Department in consultation with MOHCD
- b) Tenure. The project is a Rental Housing Project. Therefore, the affordable unit(s) shall be rented to low-income, moderate-income, and middle-income households, as defined in the Planning Code and Procedures Manual. The initial and subsequent rent level of such units shall be calculated according to the Procedures Manual. Limitations on (i) occupancy; (ii) lease changes; (iii) subleasing, (iv) recertification, and (v) re-rental for the Affordable Units are set forth in the Procedures Manual.
- c) Marketing. The Project Sponsor is responsible for following the marketing, reporting, and monitoring requirements and procedures as set forth in the Procedures Manual. MOHCD shall be responsible for overseeing and monitoring the marketing of Affordable Units.
- d) Parking. The total number of parking spaces leased to residential tenants in the Project shall be made available to renters of Affordable Units according to the Procedures Manual.

Compliance. If the Project fails to comply with the Inclusionary Affordable Housing Program requirement, the Director of DBI shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the DBI Director of the Project's compliance. The Planning Department, MOHCD and City Attorney's Office may also enforce against violations of the Inclusionary Affordable Housing program. A Project's failure to comply with the requirements of Planning Code Section 415 et seq. shall constitute cause for the City to record a lien against the Project and to pursue any and all available remedies at law, including penalties and interest, if applicable.

28. Transportation Sustainability Fee. The Project is subject to the Transportation Sustainability Fee (TSF), as applicable, pursuant to Planning Code Section 411A.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7380, www.sfplanning.org



29. Residential Child Care Impact Fee. The Project is subject to the Residential Child Care Fee, as applicable, pursuant to Planning Code Section 414A.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7380, www.sfplanning.org

30. Eastern Neighborhoods Infrastructure Impact Fee. The Project is subject to the Eastern Neighborhoods Infrastructure Impact Fee, as applicable, pursuant to Planning Code Section 423.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7380, www.sfplanning.org

Monitoring - After Entitlement

31. Enforcement. Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

32. Monitoring. The Project requires monitoring of the conditions of approval in this Motion. The Project Sponsor or the subsequent responsible parties for the Project shall pay fees as established under Planning Code Section 350 and work with the Planning Department for information about compliance.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

33. Revocation due to Violation of Conditions. Should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

Operation

34. Sidewalk Maintenance. The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards.

For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works,



628.271.2000, www.sfpublicworks.org

35. Community Liaison. Prior to issuance of a building permit to construct the project and implement the approved use, the Project Sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project Sponsor shall provide the Zoning Administrator and all registered neighborhood groups for the area with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change, the Zoning Administrator and registered neighborhood groups shall be made aware of such change. The community liaison shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project Sponsor.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

36. Lighting. All Project lighting shall be directed onto the Project site and immediately surrounding sidewalk area only, and designed and managed so as not to be a nuisance to adjacent residents. Nighttime lighting shall be the minimum necessary to ensure safety, but shall in no case be directed so as to constitute a nuisance to any surrounding property.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org



Exhibit B

COVER PAGE





ARCADIS

ARCADIS
100 Montgomery St, Suite 300
San Francisco, CA
NAME: Yancey Clayton
EMAIL: yancey.clayton@arcadis.com

Y.A. studio

ARCADIS

ARCADIS

NABIH YOUSSEF



GENERAL INFORMATION

ABBREVIATIONS

GUARDRAIL TYPE GYPSUM WALL BOARD

HOLLOW STRUCTURAL STEEL HANDRAIL TYPE

GR-GWB

Section Marker

ACT ACOUSTICAL CEILING TILES ADMIN ADMINISTRATION JAN MAX JANITOR MAXIMUM ALUM ALUMINUM
BF BARRIER FREE
CR CARD READER MECHANICAL MINIMUM NOT IN CONTRACT c/w CB CJ CG COMPLETE WITH CATCH BASIN NOT TO SCALE ON CENTER O.W.S.J. OPEN WEB STEEL JOIST P PROJECTOR CONTROL JOINT CORNER GUARD CL CENTER LINE
COMM COMMUNICATION PART PARTITION PLASTIC LAMINATE TYPE PART PARTITION
PL- PLASTIC LAMII
PREF PRE-FINISHED
PT PAINTED
R RADIUS
RO ROUGH OPEN
RCP REFLECTED C
RD ROOF DRAIN
REQ'D REQUIRED
PM POOM CONC CONCRETE
CT CERAMIC TILE
DIA DIAMETER PRE-FINISHED PAINTED DWGS DRAWINGS ELEC ELECTRICA ROUGH OPENING ELECTRICAL REFLECTED CEILING PLAN ELEV EQ ESL EXT ELEVATOR EQUAL ENGLISH AS SECOND LANGUAGE RM SG SA SS SIM ROOM SPANDREL GLAZING EXTERIOR FIRE RESISTANCE RATING SELF ADHERED STAINLESS STEEL FD FLOOR DRAIN
FL FLOOR
G/S GRADUATE STUDENT
GALV GALVANIZED

TYP UG U/S UNIV VG WB W/ WC WD TYPICAL UNDER GRADUATE UNDERSIDE UNIVERSITY WHITE BOARD WITH WASHROOM WOOD

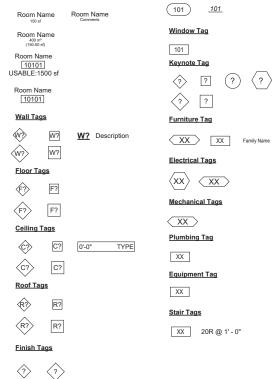
Room & Unit Tags

Level (-00' 00" Level (-00' 00" DEFAULT(TYPED) Level (-00' 00") GEODETIC 20'-0" 1 View Name 1 View Name A101 Scale: NTS **Revision Tags** \propto Photo Reference Tags

SIM SIMILAR
SPECS SPECIFICATIONS
SQ M SQUARE METER
STOR STORAGE
STRUCT STRUCTURAL

Elevation Datum Marker

TACK BOARDS THICK



Door Tag





ARCADIS

100 Montgomery St, Suite 300 94104, San Francisco

POTRERO YARD MODERNIZATION PROJECT

Issue: PRJ

Date: 2023-12-21 Project No: 141440

Scale: As indicated

G.0001

PROJECT INFORMATION - ZONING

| PROPERTY INFORMATION (FROM DEIR) | | |
|----------------------------------|--|--|
| Project Address: | 2500 Mariposa Street | |
| Cross Street(s): | Mariposa, Hampshire, Bryant, and 17th Streets | |
| Block /Lot No.: | 3971/001 | |
| Zoning District(s): | Public (P) Zoning District 65-X Height and Bulk District | |
| Plan Area: | Mission Area Plan | |
| Site Area | 191 854 SF (4.4 Acres) | |

| Building and Site Characteristics | Proposed Project | DEIR (June 2021) | SF Planning / Zoning |
|---|-----------------------------|---------------------------------|----------------------|
| Transit Facility Podium Height (feet) | 75 | 75 | |
| Number of Transit Facility Stories | 4 | 3 | - 9- |
| High-Rise Tower Height (feet) | Up to 145'-3" | Up to 150' | |
| Height Limit (NOTE A) | 150' | 150' | 65' (NOTE B) |
| Number of Joint Development Stories | Up to 12 | Up to 13 | |
| Excavation Depth | 20'; 142,230 cubic yards | 35 feet; 248,900 cubic yards | 8 |
| Construction Duration | 49 months | 3 - 4 years | - 0 |
| FAR (Floor Area Ratio) (NOTE C) | 6.43 | 6.78 | No Limit |
| Building Construction Area | 1,233,994 gsf | 1,300,000 gsf | |
| Enclosed Bus Facility | 710,437 gsf | 723,000 gsf | ~ |
| Ramps & Circulation, Bus Storage and Service | 638,201 qal | 871.000 qsi | |
| Administration and Common Area | 72,236 gsf | 52 000 gst | _ |
| Residential | 520,671 gsf | 544.000 gsf | |
| Commercial | 2,886 gsf | 33,000 gsf | |
| Residential Units | 465 units | 575 units | |
| Studio | 72 units (15%) | 141 units (24%) | |
| One-Bedroom | 159 units (34%) | 206 units (36%) | - × |
| Two-Bedroom | 154 units (200%) | 228 units (40%) | 7.0 |
| Three-Bedroom | 77 units (17%) | 220 01018 (40%) | - |
| Manager Units | 3 (1%) | 0 | |
| Open Space | 94,952 gsf | 91,000 sf | |
| Transportation and Circulation Features | Proposed Project | DEIR (June 2021) | SF Planning / Zoning |
| Maintenances Repair Bays | 18 | 18 | |
| Vehicle Parking Spaces | 374 (NOTE D) | 310 | 0 (NOTE E) |
| Trolley Coaches (40 foot/60 foot) | 213 (53/160) | 213 (63/150) | - |
| Non-Revenue Vehicles (large/standard) | 161 (12/149) | 97 (8/89) | |
| SFMTA Staff | 0 | 0 | ~ |
| Residential | 0 | 0 | - |
| Loading Supply | 296 curb feet (5/2) | 160 curb feet (3/2) | 2 |
| Commercial (On-Street/Off-Street) | 40 curb feet (1/2) | 40 curb feet (1/2) | Y |
| Passenger (On-Street/Off-Street) | 156 curb feet (2/0) | 120 curb feet (3/0) | 9 |
| On-Street Parking Spaces Removed Along Adjacent Streets | 75 | 48 | - 2 |
| Bicycle Parking Spaces (NOTE F) | 313 | 773 | 220 (191/29) |
| Commercial (Class 1/Class 2) | 278 | 736 | 6 (2/4) |
| Residencial (Class 1/Class 2) | 35 | 37 | 214 (189/25) |

NOTE A: HEIGHT LIMITS: MEASUREMENT

Per RFP Addendum No. 5 'Potrero Yard RFP Part III. Division 2 Design Guidelines. 6-8-21'. "Building heights shall be measured from the midpoint of the Maniposa Street property boundary. Refer to the San Francisco Planning Code for allowable againment, appurenances and penthouse height exceptions."

Per City of San Francisco Planning Code SEC. 260.3.2 "The upper point to which such measurement shall be taken shall be tre highest point on the finished roof in the case of a flat roof, and the average height of the rise in the case of a pitched or stepped roof, or similarly sculptured roof form, or any higher point of a feature not

exempted under Subsection (b) below."

Per City of San Francisco Planning Code SEC. 260.b:

(1)* The following features shall be exempt provided the limitations indicated for each are observed; and provided further that the sum of the horizontal areas of all features listed in this subsection (b)(1) shall not exceed 20% of the horizontal area of the roof above which they are situated. Any such sum of 20% heretofore described may be increased to 30% by untooled screening designed either to obscure the features listed under (A) and (B) below or to provide a more balanced and graceful silhouette for the top of the building or structure.

(A) Mechanical equipment and appurtenances necessary to the operation or maintenance of the building or structure itself, including chimneys, ventilators, plumbing vent stacks, cooling towers, water tanks, panels or devices for the collection of solar or wind energy, and window-washing equipment, together with visual screening for any such features. This exemption shall be limited to the top 10 feet of such features where the height limit is 65 feet or less, and the top 16 feat of such

features where the height limit is more than 85 feet.

(B) Elevator, stair and mechanical perthouses, fire towers, skylights and dormer windows. This exemption shall be limited to the top 10 feet of such features where the height limit is 65 feet or less, and the top 16 feet of such features where the height limit is more than 65 feet. However, for elevator penthouses, the exemption shall be limited to the top 16 feet and limited to the footprint of the elevator shalt, regardless of the height limit of the building.

(2) The following features shall be exempt, without regard to their horizontal area, provided the limitations indicated for each are observed:

(A) Railings, parapets and catwalks, with a maximum height of four feet.

(B) Open reillings, catwalks and fire escapes required by taw, wherever situated.
(C) Unroofed recreation facilities with open fencing, including tennis and basketball courts at roof level, swimming pools with a maximum height of four feet and play uipment with a maximum height of 10 feet.

(D) Unenclosed seating areas limited to tables, chairs and benches, and related windscreens, lattices and sunshades with a maximum height of 10 feet.

(E) Landscaping, with a maximum height of four feet for all features other than plant materials.

NOTE B: HEIGHT LIMITS: MAXIMUM
See 'REQUIRED ACTIONS BY THE SAN FRANCISCO PLANNING COMMISSION', regarding requirement for a Special Use District (SUD) to change the height and bulk designation from 65X to a designation that accommodates heights to a maximum 150 feet.

NOTE C: MAXIMUM FLOOR AREA RATIO

Although P and PDR zoning districts do not have basic floor area ratio limits, like adjacent UMU-zoned parcels have basic floor area ratio limits of either 4.0 to 1 or 5.0 to 1, for non-residential mixed uses.

NOTE D: REQUIRED OFF-STREET PARKING SPACES

Per RFP Addendum No. 12: Table 2.8 – 2030 Program: Vehicle Summary found in Section 2 of RFP Part III Technical Requirements Division 3: Design Criteria
Document will be amended to reflect an additional 66 spaces (total of 84) for standard non-revenue vehicles (RNV). Note that the newly added asterisk below the
table states that an estimated 10 to 20 NRV spaces may be considered for Transportation Demand Management programming for the Bus Yard Component. The
"Total" value in this table is amended to be 370, reflecting the additional 66 spaces for standard non-revenue vehicles. This change will be reflected in RFP Part III Technical Requirements Division 3: Design Criteria Document and issued in a forthcoming Addendum to the RFP.

NOTE E: REQUIRED OFF-STREET PARKING SPACES

None required for any proposed use, per City of San Francisco Planning Code SEC. 151

NOTE F: REQUIRED OFF-STREET BICYCLE PARKING SPACES Per City of San Francisco Planning Code SEC, 155.2

NOTE P: REQUIRED OFF-STREET BIOYCLE PARKING SPACES
Per City of San Francisco Planning Code SEC. 155.2
Residential uses: Senior housing: 1 Class 1 parking per every 10 units, 2 Class 2 spaces for every 50 units; Other housing: 100 Class 1 spaces plus one Class 1 space for every four Dwelling Units over 100, 1 Class 2 per 20 units.
Commercial uses: 1 Class 1 space for every 7,500 square feet of Occupied Floor Area, 1 Class 2 space for every 2,500 sq. ft. of Occupied Floor Area but minimu Classes 1 and 2 per City of San Francisco Planning Code SEC. 155.1

REQUIRED ACTIONS BY THE SAN FRANCISCO PLANNING COMMISSION (FROM DEIR)
Adoption of Findings of Consistency with the general plan and priority policies of planning code section 101.1

imendation to the San Francisco Board of Supervisors (board of supervisors) to amend the general plan, including but not limited to the Mission Area Plan and

he Urban Design Element

Recommendation to the board of supervisors to amend the planning code and zoning maps by 1) establishing a Special Use District (SUD) to accommodate residential and commercial uses and to designate the boundaries of the SUD; (2) maintaining the underlying zoning from P (Public); and (3) changing the height and bulk designation from 65X to a designation that accommodates heights to a maximum 150 feet.

Approval either through a Conditional Use authorization under planning code section 303, Large Project authorization under planning code section 329, or similar project authorization pursuant to the SUD

| REGULATORY FRAMEWORK (FROM DEIR) SAN FRANCISCO GENERAL PLAN | |
|---|--|
| Recreation and Open Space Element (ROSE) | Policy 1.9 in the general plan: Solar access to public open space should be protected. (No shadow on "Properties under the jurisdiction of the Recreation and Park Department", ie the park across the street from the Project. |
| Urban Design Element | Policy 3.4 in the general plan: Promotion of building forms that will respect and improve the integri of open spaces and other public areas |
| Mission Area Plan | Objective 5,3: Creation of a network of "Green Connector" streets in the Mission District, including 17th Street, that connect open spaces and improve walkability, aesthetics, and ecological sustainability of the Mission. |
| | Policy 5.3.7: Mission Public Realm Plan with detail the differing design needs of different types of streets in the Mission. |
| | Policy 3.1.2: Design of new, mixed-use infill development in the Northeast Mission Industrial Zone should strengthen the area's industrial character through appropriate materials, massing, and |
| | Policy 3.1.12: Requires height limits and upper-story setbacks along alley frontages to maintain adequate light and air to sidewalks |
| SAN FRANCISCO PLANNING CODE | |
| Section 101.1 | Priority Policy No. 8 calls for the protection of parks and open space and their access to sunlight and vistas. The City is required to find that the proposed project or legislation would be consistent with the Priority Policies. |
| Section 147 | Establishes additional design guidelines for new buildings and additions in C-3 Downtown Commercial, South of Market Mixed Use, and Eastern Neighborhoads Mixed Use Districts where the height exceeds 50 feet. It requires such projects to be shaped to minimize shadow on public plazas and other publicly accessible spaces other than those protected under planning code section 295 (described below). (Doesn't seem to affect our current land-use) |
| Section 295 | Prohibits the approval of "any structure that would cast any shade or shadow upon any property under the jurisdiction of, or designated for acquisition by, the Recreation and Park Commission, unless the San Francisco Planning Commission (planning commission), with review and commend by the recreation and park commission, has found that the shadows cast by a proposed project would not have an adverse impact on the use of the property. Section 295 does not apply to structures that do not exceed 40 feet in height. The period analyzed is from the first hour after sunrise until the last hour before sunset. Note: "The planning commission and the recreation and park commission have not established accompletely because the commission for the commission have not established." |

| Authority Having Jurisdiction: | City and County of San Francisco |
|--------------------------------|--|
| Coning Code: | San Francisco Administrative Code (Ptanning Code) |
| pplicable Codes (Adopted): | ASHRAE- 62.1, 90.1, 189.1 California Building Standards Code (with local amendments) California Electrical Code (with local amendments) California Electrical Code (with local amendments) California Energy Code (with local amendments) California Existing Building Code (with local amendments) California Green Building Standards Code (with local amendments) California Historical Building Code (with local amendments) California Mechanical Code (with local amendments) California Plumbing Code (with local amendments) California Plumbing Code (with local amendments) California Plumbing Code (with local amendments) Department of Justice ADA Standards for Accessible Design NFPA Codes- 13, 30, 30A, 33, 88A, 110, 111, 704, 720 San Francisco Code Amendments, Stafe Amendments, Ordinances, and Law |
| Occupancy Group: | S-2, B, R-2, M |

| CONSTRUCTION TYPE/ HEIGHT & AREA (S | EE ICC TABLE 503; ICC TABLE 504.3) (FROM RFP Part III_Division 3) |
|-------------------------------------|---|
| Type I-B Max. | 150'-0"/_Floors @_sf ea. Per ICC 2016; 85' per San Francisco Municipal Code |
| Fire Protection: | Sprinkler System |

| Structural Frame Including Columns, Joists, & Girders | Supporting Floors - 2 hours / Supporting Roof ONLY - 1 hour |
|--|---|
| Bearing Walls Exterior | (per ICC Table 602) - 2 hours |
| Bearing Walls Interior | Supporting Floors - 2 hours / Supporting Roof ONLY - 1 hour |
| Non-Bearing Walls & Partitions Exterior | (per ICC Table 602) - 1 hour |
| Floor Construction Including Supporting Beams & Joists | 2 hours |
| Roof Construction Including Supporting Beams & Joists | 2 hours |

| | Partitions | Openings | |
|---|------------|----------|--|
| Occupancy Separation between (S-2, Bus Repair Garage) & (B, Training Area, Operations) | 2 hours | - | |
| Occupancy Separation between (S-2, Bus Repair Garage) & (R-2, Residential T.O.D.) | 2 hours | 1 | |
| Exit Passageways | 1 hour | 1 hour | |
| Exit Enclosures | 1 hour | 1 hour | |
| Vertical Shafts (for 14 stories, 144 feet, 0 inch total height) | 1 hour | 1 hour | |

| TERIOR WALL AND CEILING FINISH REQUIREMENTS BY OCCUPANCY (SPRINKLERED BUILDING), FOR TYPE I -B CONSTRUCTION (ICC TABLE 3.11) (FROM RFP Part III_Division 3) | | | |
|---|------------------------------------|-----------|----------------------------|
| OCCUPANCY GROUP | EXIT ENCLOSURES & EXIT PASSAGEWAYS | CORRIDORS | ROOMS & ENCLOSED SPACES |
| S-2 | Class C | Class C | Class C |
| B | Class B | Class C | Class C |
| R-2 | Class C | Class C | Class C |



ARCADIS

100 Montgomery St, Suite 300 94104, San Francisco

SFMTA

POTRERO YARD MODERNIZATION PROJECT

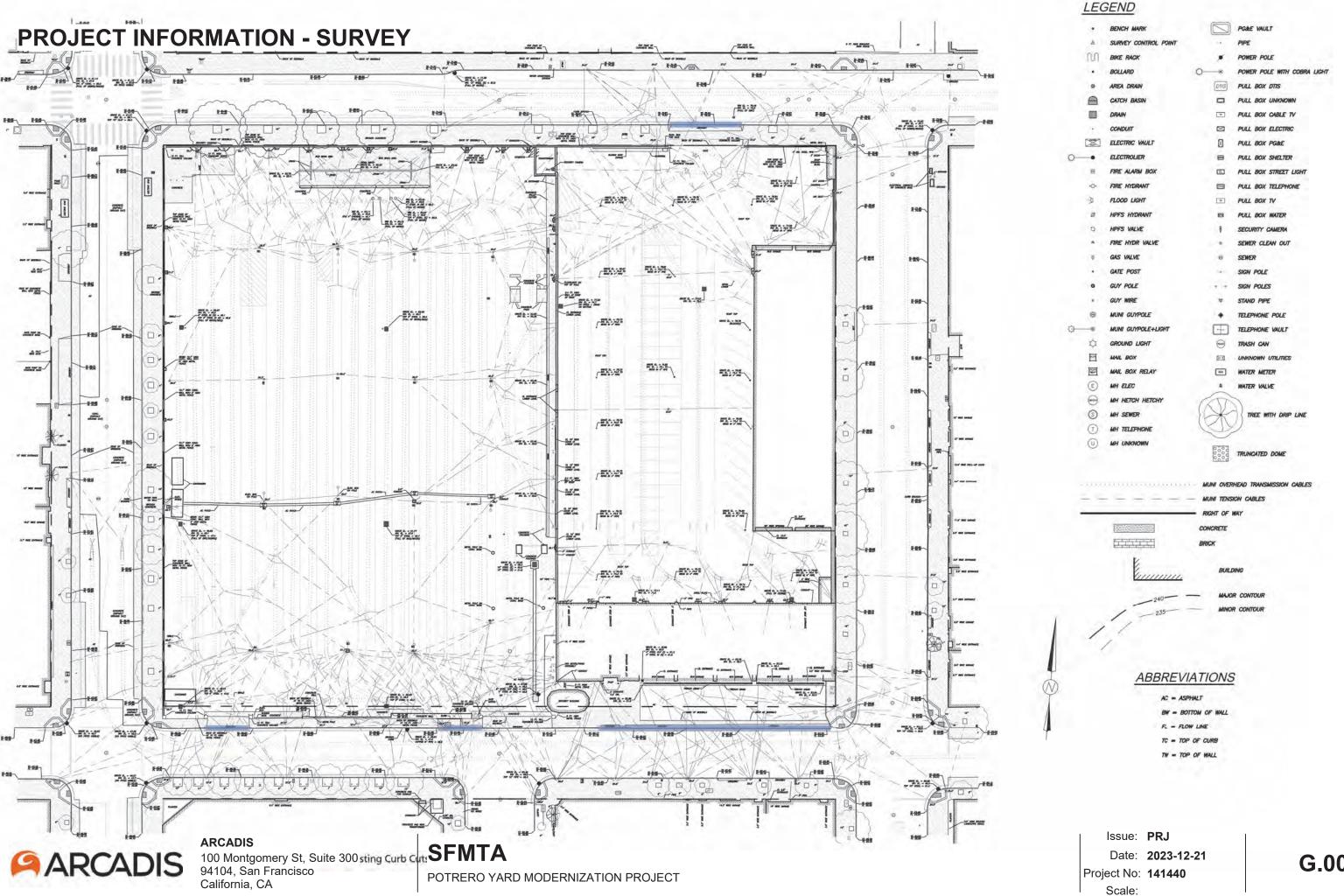
Issue: PRJ

Date: 2023-12-21

Project No: **141440**

Scale:

G₋0002



G.0003

PROGRAMS

GENERAL PROGRAMS

| Landuse Summary(sf) | |
|---------------------|---------|
| HCC | 520,671 |
| BYC Facility | 638,201 |
| BYC Admin. | 72,236 |
| Usable Open Space | 94,952 |

| Dwelling Units - Affordable | 247 |
|---------------------------------------|-----|
| Dwelling Units - Workforce Housing | 218 |
| Total Units | 465 |

| Numbers of Building | 1 |
|---------------------|----|
| Numbers of Levels | 13 |

UNIT BREAKDOWN

| | | | | | | | | | UI | NIT BRE | AKDOWN | (COUN | T) | | | | | | | | |
|----------------|---------------------|--------|--------|--------|-----------------------|------------|--------|--------|-----------------------|---------|------------|--------|--------|---------|-------|------------|--------|--------|--------|-------|-----|
| LEVEL | FAMILY (BRYANT BAR) | | | | FAMILY (PODIUM NORTH) | | | | FAMILY (PODIUM SOUTH) | | | | WO | RKFORCE | | | TOTAL | | | | |
| | STUDIO/1ba | 1B/1ba | 2B/1ba | 3B/2ba | TOTAL | STUDIO/1ba | 1B/1ba | 2B/1ba | 3B/2ba | TOTAL | STUDIO/1ba | 1B/1ba | 2B/1ba | 3B/2ba | TOTAL | STUDIO/1ba | 1B/1ba | 2B/2ba | 3B/2ba | TOTAL | |
| ROOF | | | | | | | | | | | | | | | 1000 | | | | | | |
| 13 | 2 | 0 | 1 | 2 | 5 | -3. | 3 | .0 | 1 | 5 | | 5 | 3 | 3 | 110 | 0 | 0: | 9 | -3 | 12 | 33 |
| 12 | 2 | 0 | 1 | 2 | -5 | 1. | 3 | 0 | 1. | 5 | | 5 | 3 | 3 | 11: | .0 | 0: | 9 | 3 | 12 | 33 |
| 11 | 2 | 0 | 1 | 2 | 5 | 1 | 3 | 0 | 1. | 5. | | 5 | 3 | 3 | 110 | 0 | 0 | 9 | 3 | 12 | 33 |
| 10 | 2 | 1 | 4 | 2 | 9. | 2 | 5 | - 4 | 3 | -14 | | 5 | 3 | 3 | 11. | 16 16 | 18 | -11 | 1.3 | 46 | 80 |
| 9 | 2 | 1 | 4 | 2 | .9 | 2 | 5 | 4 | 3 | 14 | | 5 | 3 | 3 | 911 | 16 | 18 | 11 | 1.1 | 46 | 80 |
| 8 | 2 | 1 | 4 | 2 | 9 | 1. | A | 4 | 3 | 12 | | 5 | 3 | 3 | 11 | 9 | 19 | 15 | 2 | 45 | 77 |
| 7 | 1 | 1 | 4 | 2 | В | 1 | 4. | 5 | 11 | 11 | | 5 | 1 | 3 | 9 | 9 | 19 | 15 | 2 | 45 | 73 |
| 6 | 1 | 4 | 4 | 3 | 11 | | | 200 | | | | | | | | 1 | 100 | 1000 | 1000 | | 11 |
| 5 | 1 | 4 | 4 | 3 | 11 | | | | | | | | | | | | | | | | 11 |
| 4 | 1 | 4 | 4 | 3 | 111 | | | | | | | | | | | | | | | | 11 |
| 3 | 1 | 4 | 4 | 3 | 11 | | | | | | | | | | | | | | | | 11 |
| 2 | 1 | 3 | 4 | 2 | 9 | | | | | | | | | | | | | | | | 9 |
| 1 | | | | | | | | | | | | | | | | | | | | | |
| B1 | | | | | | | | - | | | 1 | - | | | | | | | | | |
| TOTAL | 13 | 23 | 39 | 28 | 103 | 9 | 27 | 17 | 13 | 66 | 0 | 35 | 19 | 21 | 75 | 50 | 74 | 79 | 15 | 218 | 462 |
| Management | | - | - | | - | | | - | | - | - Ohe | 1175 | 200 | 200 | - | | 1000 | OPT: | 75 | 1000 | |
| Manager's unit | | | | | | | | | | 1 | | | | | | | | | | | 3 |

| _ | OVERALL UNIT BREAKDOWN | | | | | | | | | |
|-------|------------------------|-----|-----|-----|-------|--|--|--|--|--|
| | STUDIO | 1B | 2B | 3B | TOTAL | | | | | |
| COUNT | 72 | 159 | 157 | 77 | 465 | | | | | |
| % | 15% | 34% | 34% | 17% | 100% | | | | | |

TOTAL BEDROOMS

| | ACCESIBLE UNIT BREAKDOWN | | | | | | | | |
|-----------|--------------------------|-----|------|-----|-------|--|--|--|--|
| | STUDIO | 18 | 2B | 38 | TOTAL | | | | |
| MOBILITY | 4 | 4 | 24 | 0 | 32 | | | | |
| % OF ALL | 1% | 1% | 3% | 0% | 4% | | | | |
| ADAPTIBLE | 68 | 155 | 133 | 77 | 433 | | | | |
| % OF ALL | 9% | 20% | 1796 | 10% | 56% | | | | |

AREA BREAKDOWN

| | | | | GROSS BUILD | ING AREA (SF) | | | | | DEDUCTIONS FOR EXEMPTION PER SEC 102 | | | | \$500 5.660 | |
|--------------|------------------------------|--------------------------|-----------------|-------------|---------------|-------------|-----------|---------------------------|---|---|----------------------------------|---|--|---------------------------|------------|
| LEVEL | HEIGHT ABOVE GROUND LEVEL | FLOOR TO FLOOR HEIGHT | BUS MAINTENANCE | BUS ADMIN | OFFICE | RESIDENTIAL | | TOTAL GROSS FLOOR AREA | Basement Area per 102.9 (b) 1 (storage and maintenance) | MEP / BOH Building Services 102.9 (b) (3) & (4) | Bicycle Parking 102.9 (b) (8) | Residential Elevator shaft on nonresidential floors 102.9 (b) (11) | GROSS FLOOR AREA LESS DEDUCTIONS PER SEC 102 | TOTAL OCCUPIED FLOOR AREA | |
| OVERRUN | 155'-2" | | | | | | | | | | 2,158 SF | | | | |
| ROOF | 145'-3" | | | 1 | | | | | | | 34,443 SF | | | | |
| 3 | 135'-2" | 10' | | | | 36,601 SF | | | 36,601 SF | | | | | 36,601 SF | 36,049 SF |
| 12 | 125'-1" | 10' | | | | 36,601 SF | | | 36,601 SF | | | | | 36,601 SF | 36,049 SF |
| 11 | 115'-0" | 10' | | | | 36,601 SF | | | 36,601 SF | | | | 1 1 1 | 36,601 SF | 36,049 SF |
| 10 | 104-11" | 10' | | | | 72,578 SF | 1,608 SF | | 74,186 SF | 1 | 1,614 SF | | | 72,572 SF | 72,020 SF |
| L' | 94'10" | 10' | | | | 72,578 SF | 1,608 SF | | 74,186 SF | | 1,625 SF | | | 72,561 SF | 72,009 SF |
| | 84'-9" | 10" | | | | 76,305 SF | 2,842 SF | | 79,147 SF | | 1,182 SF | | | 77,965 SF | 77,413 SF |
| | 74'-8" | 10' | | | | 77,670 SF | 6,920 SF |) | 84,590 SF | | 660 SF | 1,083 SF | | 82,847 SF | 83,378 SF |
| 3 | 59'-10" | 15'-2" | | | | 15,967 SF | | | 15,967 SF | | | | | 15,967 SF | 15,705 SF |
| | 50'-0" | 9'-10" | | | | 15,967 SF | | | 15,967 SF | | | | | 15,967 SF | 15,705 SF |
| BUS 4 | 49'-9" | 20'-4" | 172,257 SF | | | | 316 SF | | 172,573 SF | | | | 316 SF | 172,257 SF | 9,415 SF |
| | 40'-2" | 9'-10" | | | | 15,967.SF | | | 15,967 SF | | | | | 15,967 SF | 15,705 SF |
| | 30°-4° | 9'-10" | | | | 15,967 SF | | | 15,967 SF | | | | | 15,967 SF | 15,705 SF |
| BUS 3 | 29'-4" | 20'-5" | 172,737 SF | | | | 316 SF | | 173,053 SF | | | | 316 SF | 172,737 SF | 9,415 SF |
| | 20'-6" | 9'-10" | | | | 13,971 SF | | | 13,971 SF | | | | | 13,971 SF | 13,709 SF |
| BUS 2 | 17'-6" | 11'-10" | 44,563 SF | 54,158 SF | | 3,333 SF | | 839 SF | 102,054 SF | | 12,466 SF | 11 TO 10 TO | 74 m | 89,588 SF | 79,636 SF |
| GROUND | -8" | 18'-2" | 154,170 SF | 18,078 SF | 2,061 SF | 4,560 SF | 5,459 SF | 2,047 SF | 184,328 SF | | 734 SF | 1,778 SF | | 181,816 SF | 34,077 SF |
| 31 | -20'-8" | 20'-0" | 94,474 SF | | | 4,875 SF | | | 99,349 SF | 1,692 SF | 20,319 SF | 303 SF | | 77,035 SF | 12,414 SF |
| GRAND TOTALS | | | 638,201 SF | 72,236 SF | 2,061 SF | 499,541 SF | 19,069 SF | 2,886 SF | 1,231,108 SF | 1,692 SF | 75,201 SF | 3,164 SF | 632 SF | 1,187,020 SF | 634,453 SF |

OPEN SPACE BREAKDOWN

| Area Schedule - Open Space - By Area | | | | | | |
|--------------------------------------|-------|------|--|--|--|--|
| Name | Level | Area | | | | |

 BYC
 OPEN SPACE
 BUS FL 2
 1,044 SF

 OPEN SPACE
 BUS FL 4
 900 SF

 BYC
 1,945 SF

 RESI

 OPEN SPACE
 FL 07
 88,473 SF

 OPEN SPACE
 FL 07
 1,798 SF

 OPEN SPACE
 FL 07
 2,737 SF

 RESI
 93,007 SF

 Grand total
 94,951 SF

ARCADIS

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100 Montgomery St, Suite 300
94104, San Francisco
California, CA

SFN
POTRE

SFMTAPOTRERO YARD MODERNIZATION PROJECT

Issue: **PRJ**Date: **2023-12-21**

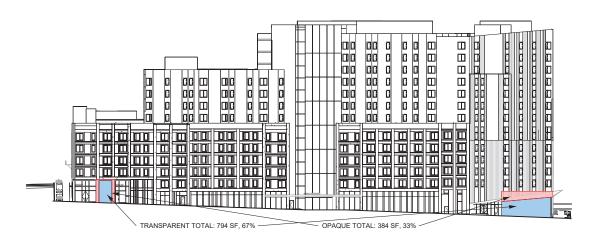
Project No: 141440

Scale:

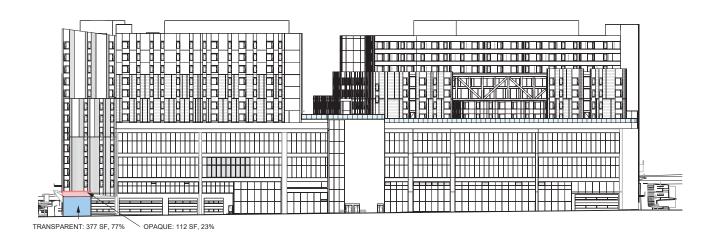
TRANSPARENCY



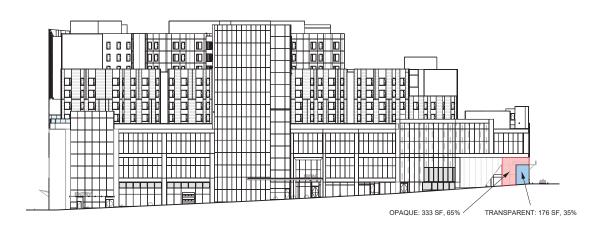
1 ELEVATION - NORTH - TRANSPARENCY



2 ELEVATION - WEST - TRANSPARENCY



3 ELEVATION - SOUTH - TRANSPARENCY



4 ELEVATION - EAST - TRANSPARENCY
G.0007 Scale: 1" = 40'-0"

| OPAQUE |
|-------------|
| TRANSPARENT |

| | TOTAL AREA | % |
|-------------|------------|-----|
| OPAQUE | 1,009 SF | 37% |
| TRANSPARENT | 1,724 SF | 63% |
| | 2,733 SF | |



Scale: 1" = 40'-0"

BYCICLE PARKING, LOCKERS AND SHOWERS

BIKE AND STORAGE SUMMARY

| | BIKES PER UNIT/AREA | RESIDENTIAL | RETAIL/OFFICE/ INDUSTRIAL AREA (SF) | REQUIRED BIKE STORAGE | PROVIDED IN |
|--|---|-------------|--|--------------------------|-------------|
| RESIDENTIAL REQUIREMENT (WORKFORCE) | 100 CLASS SPACES + 1 CLASS SPACE FOR EVERY 4 DWELLING UNITS ABOVE 100 UNITS | 216 | | 130 | 168 |
| RESIDENTIAL REQUIREMENT (AFFORDABLE) | 100 CLASS 1 SPACES * 1 CLASS 1 SPACE FOR EVERY 4 DWELLING UNITS ABOVE 100 UNITS | 244 | | 136 | 146 |
| RETAIL REQUIREMENT | I CLASS 1 SPACE FOR EVERY 7,500 SF OF OCCUPIED FLOOR AREA | - | 3,500 | | |
| OFFICE REQUIREMENT | I CLASS I SPACE FOR EVERY 5,000 SF OF OCCUPIED FLOOR AREA | | 28.746 | | 17 |
| INDUSTRIAL REQUIREMENT | 1 CLASS 1 SPACE FOR EVERY 12,000 SF OF OCCUPIED FLOOR AREA. EXCEPT NOT LESS THAN TWO CLASS 1 APACES FOR ANY USE LARGER THAN 5000 SF | | 74.450 | 7 | 12 |
| | | | | 279 | 332 |

| | BIKE ST | ORAGE PROVISIONS | |
|--------------------|---------------------------|-------------------------------|-------------|
| CLASS 1 @ B1, GF | OUND FLOOR, AND FLOT WORK | FORCE HOUSING BIKE STORAGE RO | OMS |
| TYPE | AMOUNT | # BIKES PER RACK | TOTAL BIKES |
| SINGLE | | 0 | 1 0 |
| DERO DUPLEX | | 03 | 4 332 |
| VERTICAL BIKE LIFE | | - 0 | 8 0 |
| | | TOTAL CLASS PROVIDED | 332 |
| CLASS II I GROL | IND LEVEL | | |
| TYPE | AMOUNT | # BIKES PER RACK | TOTAL BIKES |
| SNGLE | | 35 | 1 36 |
| DOUBLE STACKED | | 0 | 2 0 |
| | | TOTAL CLASS PROVIDED | 35 |

| | BIKÉS PER UNIT/AREA | RESIDENTIAL UNITS | RETAIL/INDUSTRIAL AREA (SF) | REQUIRED BIKE STORAGE | PROVIDED IN PROJECT |
|--|--|----------------------|--------------------------------|--------------------------|------------------------|
| RESIDENTIAL REQUIREMENT (WORKFORCE) | 1 CLASS 2 SPACE / 20 DWELLING UNITS | 218 | | 31 | |
| RESIDENTIAL REQUIREMENT (AFFORDABLE) | 1 CLASS 2 SPACE / 20 DWELLING UNITS | 244 | | 13 | |
| RETAIL REQUIREMENT | 1 CLASS 2 SPACE FOR EVERY 2,500 SF OF OCCUPIED FLOOR AREA | | 3,500 | | |
| OFFICE REQUIREMENT | MINIMUM 2 SPACES FOR ANY OFFICE USE GREATER THAN 5,000 SF OF OCCUPIED FLOOR AREA, AND 1 CLASS 2 SPACE FOR EACH ADDITIONAL 50,000 | | 26,746 | 2 | |
| INDUSTRIAL REQUIREMENT | FOUR CLASS 2 SPACES FOR ANY USE LARGER THAN 50,000 SF | | >50,000 | 4 | |
| | | | | 32 | 35 |

SHOWERS AND LOCKERS SUMMARY

| LOCKER AND SHOWER REQUIREMENTS PER SFMC SECTION 155.4 | | | | | | | | | |
|---|--|-------------|----------|-------------|--|--|--|--|--|
| | UNITS PER AREA | AREA | REQUIRED | PROVIDED IN | | | | | |
| LOCKER REQUIREMENTS | 24 GLOTHES LOCKERS ARE REQUIRED WHERE OCCUPIED FLOOR AREA EXCEEDS 50,000 SQUARE FEET | >50000 aqft | 24 | 402 | | | | | |
| SHOWER REQUIREMENTS | FOUR SHOWERS ARE REQUIRED WHERE OCCUPIED FLOOR AREA EXCEEDS 50,000 SQUARE FEET | >50000 saft | 1 | 25 | | | | | |

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SFMTA

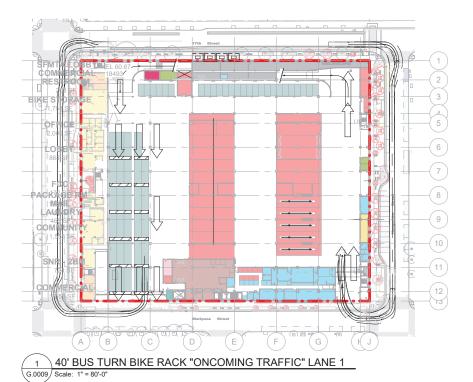
POTRERO YARD MODERNIZATION PROJECT

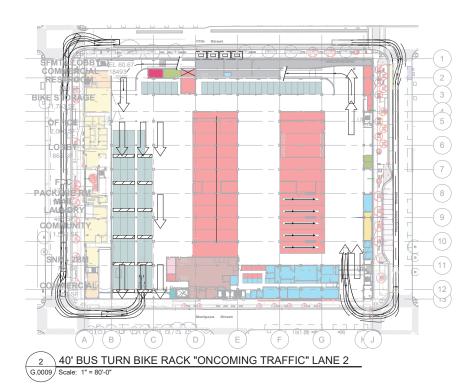
Issue: PRJ

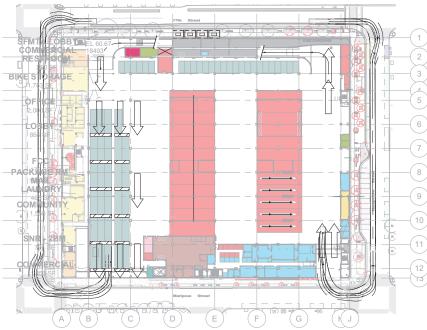
Date: 2023-12-21

Project No: **141440** Scale:

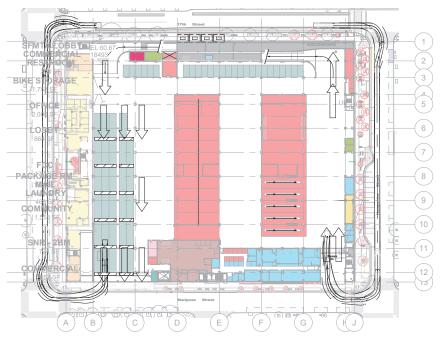
BUS ROUTES



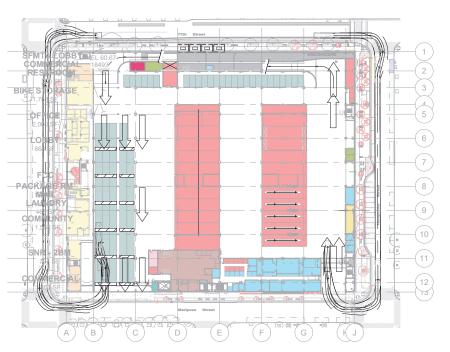




3 40' BUS TURN BIKE RACK "ONCOMING TRAFFIC" LANE 3
G.0009 Scale: 1" = 80'-0"



40' BUS TURN BIKE RACK "ONCOMING TRAFFIC" LANE 4
G.0009 Scale: 1" = 80'-0"



5 40' BUS TURN BIKE RACK "ONCOMING TRAFFIC" LANE 10 G.0009 Scale: 1" = 80'-0"



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POTRERO YARD MODERNIZATION PROJECT

Issue: PRJ

Date: **2023-12-21** Project No: **141440**

Scale: 1" = 80'-0"

G.0009

ROOM NAME ABBREVIATION

| NSM BYC / HCC LEVEL BASEMENT | |
|------------------------------|---|
| NAME SHOWN ON DWG | NAME IN PROGRAM |
| 01 PARKING | |
| BM N-REV | BUILDING MAINTENANCE NON-REVENUE VEHICLE |
| L N-REV | LARGE NON-REV VEHICLE |
| N-REV | STANDARD NON-REV VEHICLE |
| ROAD TRUCK | BUILDING MAINTENANCE NON-REVENUE VEHICLE |
| ROAD TRUCK | LARGE NON-REV VEHICLE |
| SE N-REV | STATIONARY ENGINEER NON-REVENUE VEHICLE |

04 SERVICE & CLEAN
WATER RECLAMATION WATER RECLAMATION

| 09 SHARED | |
|-------------------|---------------------------|
| BYC BICYCLE | BICYCLE PARKING |
| PARKING | |
| ELEC ROOM | ELECTRICAL ROOM ALLOWANCE |
| HAZARDOUS WASTE | HAZARDOUS WASTE |
| MECH | MECHANICAL ROOM ALLOWANCE |
| MPOE | MAIN POINT OF ENTRY |
| TRASH/ RECYCLING/ | TRASH/ RECYCLING/ COMPOST |
| COMPOST | COMPACTOR |
| COMPACTOR | |
| BYC FIRE PUMP | BYC FIRE PUMP |
| DIESEL STORAGE | DIESEL STORAGE ROOM |

CAR SHARE PARKING

CAR SHARE PARKING CAR SHARE PARKING

| FMO | |
|-----------|-----------------------------|
| ADMIN | ADMIN OPEN OFFICE AREA |
| BREAK | LUNCH AND BREAK ROOM |
| FEMALE | FEMALE WASHROOM AND SHOWERS |
| IT | IT ROOM |
| JNTR | JANITOR CLOSET 1 |
| LOCKER | FM LOCKER ROOM |
| MALE | MALE WASHROOM AND SHOWERS |
| MNGR | SITE MANAGER |
| STOR | OFFICE STORAGE |
| STORAGE | SPARE PARTS STORAGE |
| TECH SHOP | TECH SHOP |
| UNISEX | UNISEX WASHROOM |

FMO PARKING

FMO PARKING FMO PARKING

HCC BOH/CIRCULATION CIRCULATION

| CIRCULATION | CIRCULATION |
|---------------------------|---------------------------------|
| HCC FIRE PUMP | FIRE PUMP |
| HCC FIRE PUMP | HCC FIRE PUMP |
| HCC MPOE | HCC TECHNOLOGY ENTRANCE ROOM |
| HCC WATER BOOSTER PUMP | HCC WATER BOOSTER PUMP |
| LOADING | LOADING |
| RESIDENTIAL STORAGE | LOBBY |
| RESIDENTIAL TRASH ROOM | WASTE STORAGE |

HCC/BYC MEP

| TICC/DTC WILF | |
|-------------------------------|----------------------------------|
| 60,000 GALLON TANK FOR HCC | 60,000 GALLON TANK FOR HCC |
| AFF ELECTRICAL | AFF ELECTRICAL ROOM |
| AFF EMERGENCY ELECTRICAL | AFF EMERGENCY ELECTRICAL ROOM |
| DCW BOOSTER ROOM | DCW BOOSTER ROOM |
| GREY WATER TANK | GREY WATER TANK |
| PROCESSING PLANT | PROCESSING PLANT |
| RAIN WATER TANK | RAIN WATER TANK |
| THERMAL STORAGE PUMP | HCC THERMAL STORAGE PUMP ROOM |
| WRK ELECTRICAL | WRK ELECTRICAL ROOM |
| WRK EMERGENCY ELECTRICAL | WRK ELECTRICAL EMERGENCY ROOM |
| | |

STORAGE STORAGE

| NSM BYC / HCC LEVEL GROUND P | |
|------------------------------|---------|
| | |
| 40' BUS | 40' BUS |

| 40 003 | 40 000 |
|-----------------|--------------------------------------|
| N-REV | STANDARD NON-REV VEHICLE |
| | |
| 02 BAYS & SHOPS | |
| BR | 60' BUS MINOR BODY REPAIR |
| CR | CONTROL ROOM - CLERK |
| CW | 60' BUS CHASSIS WASH |
| ES | ELECTRONIC SUPERVISOR |
| FS | FLOOR SUPERVISOR |
| PM | 60' BUS PREVENTIVE MAINTENANCE |
| PM | PREVENTIVE MAINTENANCE SUPERVISOR |
| RB | 60' BUS REPAIR BAY |
| RR | RUNNING REPAIR SUPERVISOR |
| TB | 60' BUS TIRE BAY |
| COMM | DATA/ COMM ROOM |
| COMP. | COMPRESSOR ROOM |
| CWA | COMMON WORK AREA |
| EBS | ELECTRONIC BENCH SHOP |
| ES WKST | ELECTRONIC SHOP WORKSTATIONS |
| LUBE | LUBE ROOM |
| MBS | MINOR BODY SHOP |
| PES | PORTABLE EQUIPMENT STORAGE |
| TBS | TOOL BOX STORAGE |
| TIRE SHOP | TIRE SHOP |
| TIRE STORAGE | TIRE STORAGE |
| TOOL STOR | TOOL STORAGE |

04 SERVICE & CLEAN

CLEANING EQUIPMENT STORAGE CL EQ

| 05 PARIS | PARIS | |
|------------------|-------------------------|--|
| BREAK | BREAK ROOM | |
| GN'S | GENDER NEUTRAL RESTROOM | |
| LOCKERS | PARTS LOCKERS | |
| PART STOR | PARTS STORAGE | |
| PARTS WINDOW | PARTS WINDOW | |
| PS | PARTS SUPERVISOR | |
| PSKP | PARTS SHOPKEEPER | |
| RECEIVING OFFICE | RECEIVING OFFICE | |
| | | |

06 MAINTENANCE

| 06 MAINTENANCE | |
|----------------|--|
| AA | ADMINISTRATIVE ASSISTANT |
| ARCHIVE | ARCHIVE RECORD STORAGE |
| ASP | ASSISTANT SUPERINTENDENT |
| BREAK | BREAK ROOM |
| COMM | DATA/ COMM ROOM |
| COPY | COPY/ SUPPLY |
| CSTDL | CUSTODIAL |
| GN'S | GENDER NEUTRAL ACCESSIBLE LOCKER/ SHOWER/ RESTROOM |
| HTL | HOTELING - WORKSTATION |
| KITCHEN | KITCHENETTE/ VENDING |
| LIBRARY | LIBRARY/ ONLINE RESOURCES |
| LOCKER | MEN'S LOCKER |
| LOCKER | WOMEN'S LOCKER |
| MEN'S | MEN'S RESTROOM/ SHOWER |
| RECORDS | RECORDS STORAGE |
| SC | SENIOR CONTROLLER |
| SP | SUPERINTENDENT |
| SS | SUPPORT SHOP |
| TRAINING | TRAINING ROOM |
| UNIFORM | UNIFORM ALCOVE |
| WOMEN'S | WOMEN'S RESTROOM/ SHOWER |
| | |

07 OPERATIONS

08 TRANSIT SERVICES (MRO)

TRANSIT OPERATIONS/ EQUIPMENT STORAGE/ COMPONENT TO/ES/CR

YARD STARTER OFFICE

NSM BYC / HCC LEVEL GROUND PRJ

| NAME SHOWN ON DWG | NAME IN PROGRAM |
|-------------------|--------------------------------|
| 09 SHARED | |
| FSE | FACILITIES STATIONARY ENGINEER |
| MEET AND GREET | MEET AND GREET |
| REVENUE | REVENUE OFFICE |
| | |

10 TRAINING

DATA/ COMM ROOM COMM

HCC BOH/CIRCULATION CIRCULATION CIRCULATION

| RESIDENTIAL TRASH | TRASH |
|-------------------|----------------------|
| | |
| HCC/BYC MEP | |
| ELEC | ELECTRICAL ROOM FOR |
| | CHARGERS |
| MAIN ELECTRICAL | MAIN ELECTRICAL ROOM |
| DOOM | |

UNASSIGNED

FM SHOP FM SHOP

MECHANICAL ROOM MECHANICAL ROOM

NSM BYC / HCC LEVEL 2 - PRJ NAME SHOWN ON DWG

| NAME SHOWN ON DWG | NAME IN FROGRAM |
|--|--|
| 07 OPERATIONS | |
| AA | ADMINISTRATIVE ASSISTANT |
| ASP | ASSISTANT SUPERINTENDENT |
| COPY | COPY/ SUPPLY |
| DISP | DISPATCH |
| HTL | HOTELING - WORKSTATION |
| OPS | OPERATIONS SUPERVISOR |
| RCV | RECEIVER |
| RECORDS | RECORDS STORAGE |
| SP | SUPERINTENDENT |
| TRAINER | TRAINER |
| UNFM | UNIFORM STORAGE |
| UNION | UNION OFFICE |
| BREAK | BREAK ROOM |
| СН | LOCKER CHANGING AREA |
| COMM | DATA/ COMM ROOM |
| CSTDL | CUSTODIAL |
| GN'S | GENDER NEUTRAL ACCESSIBLE LOCKER/ SHOWER/ RESTROOM |
| KITCHEN | KITCHENETTE/ VENDING |
| LOCKERS | LOCKERS |
| MEN'S | MEN'S RESTROOM/ SHOWER |
| OPERATOR CHECK-IN/ DISPATCH/ RECEIVER | OPERATOR CHECK-IN / DISPATCH RECEIVER |
| QUIET | QUIET ROOM |
| RECREATN AREA | RECREATION AREA |
| TV RM | TV ROOM |
| WOMEN'S | WOMEN'S RESTROOM/ SHOWER |
| | |

08 TRANSIT SERVICES (MRO)

SFMTA OPEN SPACE SFMTA OPEN SPACE

| BREAK | BREAK ROOM |
|----------|--|
| CH | LOCKER CHANGING AREA |
| COMM | DATA/ COMM ROOM |
| CONFER | CONFERENCE ROOM |
| CSTDL | CUSTODIAL |
| GN'S | GENDER NEUTRAL ACCESSIBLE LOCKER/ SHOWER/ RESTROOM |
| JMA | JUNIOR MANAGERMENT ASSISTAN |
| LOCKERS | LOCKERS |
| MEN'S | MEN'S RESTROOM/ SHOWER |
| MRO | MRO, STREET OPERATIONS |
| OM | OPERATIONS MANAGER |
| TM II | TRANSIT MANAGER II |
| TOS | OPERATIONS SPECIALIST |
| TRAINING | TRAINING ROOM |
| WOMEN'S | WOMEN'S RESTROOM/ SHOWER |
| | |

09 SHARED

| US STIAILED | |
|----------------|------------------------------------|
| BLDG M STOR | BUILDING MAINTENANCE STORAGE |
| BOILER ROOM | BOILER ROOM |
| CHILLER ROOM | CHILLER ROOM |
| COMM | TELECOMMUNICATION ROOM |
| COMMUNITY ROOM | COMMUNITY ROOM |
| FITNESS | FITNESS |
| GN'S | GENDER NEUTRAL ACCESSIBLE RESTROOM |
| L CONF | LARGE CONFERENCE/ SMALL TRAINING |
| LCTN | LACTATION ROOM |
| LOBBY | LOBBY |
| M CONF | MEDIUM CONFERENCE ROOM |
| MAIN COMM ROOM | MAIN TELECOMMUNICATION ROOM |
| MECH | MECHANICAL ROOM ALLOWANCE |
| MECH ROOM | HVAC ROOM |
| SECURITY | SECURITY OFFICE |
| TME | TRANSIT MAINTENANCE ENGINEER |
| GN'S | GENDER NEUTRAL ACCESSIBLE RESTROOM |
| | |

NSM BYC / HCC LEVEL 2 - PRJ

| | 110111 51 07 1100 22 12 2 1110 | | |
|------------------|--------------------------------|--------------------------|--|
| NAME SHOWN ON DV | | NAME IN PROGRAM | |
| | | | |
| | 10 TRAINING | | |
| | ARCHIVE | RECORDS ARCHIVE STORAGE | |
| | 4 C D | ACCIOT CLIDEDINITENDENTO | |

| 10 TRAINING | |
|--------------|--|
| ARCHIVE | RECORDS ARCHIVE STORAGE |
| ASP | ASSIST SUPERINTENDENTS |
| BREAK | BREAKROOM |
| CAT | CAT TRAINING |
| CL | CLERICAL STAFF |
| CLASS A | CLASSROOM A |
| CLASS B | CLASSROOM B |
| CLASS C | CLASSROOM C |
| CLASS D | CLASSROOM D |
| COMP. LAB | COMPUTER LAB |
| CONF A | CONFERENCE ROOM A |
| CONF B | CONFERENCE ROOM B |
| COPY | COPY/ SUPPLY |
| CSTDL | CUSTODIAL |
| GN'S | GENDER NEUTRAL ACCESSIBLE LOCKER/ SHOWER/ RESTROOM |
| HANDOUTS | HANDOUTS STORAGE |
| INS | INSTRUCTORS |
| INS LK | INSTRUCTOR LOCKER |
| IT | IT OFFICE |
| KITCHEN | KITCHENETTE/ VENDING |
| LCTN | LACTATION ROOM |
| MEN'S | MEN'S RESTROOM/ SHOWER |
| MG | MANAGER |
| OP LK | OPERATOR LOCKER |
| RECEP | RECEPTION |
| RECORDS | RECORDS STORAGE |
| SIMU. | SIMULATOR ROOM |
| SP | <varies></varies> |
| TL | TEAM LEADER |
| TRAINING AID | TRAINING AID STORAGE |
| UNFM | UNIFORM STORAGE |
| WOMEN'S | WOMEN'S RESTROOM/ SHOWER |

HCC BOH/CIRCULATION

| 100 DOI I/OII (OOL) (11014 | |
|-----------------------------|---------------------|
| HCC VERTICAL CIRCULATION | CIRCULATION |
| BIKE | BICYCLE PARKING |
| CIRCULATION | CIRCULATION |
| ENTRY VEST | LOBBY |
| LOBBY | LOBBY |
| MAILROOM | MAILROOM |
| TRASH | TRASH |
| VESTIBULE | LOBBY |
| FIRE COMMAND CENTER | FIRE COMMAND CENTER |

HCC/BYC MEP

STORAGE

| | ELECTRICAL ROOM FOR CHARGERS |
|------------|------------------------------|
| UNASSIGNED | |
| STORAGE | STORAGE |

NSM BYC LEVEL 3 - PRJ NAME SHOWN NAME IN PROGRAM ON DWG 01 PARKING 40' BUS

04 SERVICE & CLEAN

| OF OLIVIOL & OL | |
|---------------------|----------------------------|
| BUS WASHER | BUS WASHER |
| CL EQ | CLEANING EQUIPMENT STORAGE |
| SERVICE POSITION | SERVICE POSITION |
| SS | SERVICE SUPERVISOR OFFICE |

STANDARD NON-REV VEHICLE

06 MAINTENANCE CTRL. RM. CTRL RM

N-REV

RESTROOM

HCC COMMERCIAL RETAIL

RETAIL

| UNASSIGNED | |
|---------------------------|---------------------|
| JNTR | JANITOR CLOSET |
| WASH EQUIPMENT ROOM | WASH EQUIPMENT ROOM |

NSM BYC LEVEL 4 - PRJ NAME SHOWN ON DWG NAME IN PROGRAM

01 PARKING 60' BUS 60' BUS STANDARD NON-REV VEHICLE N-REV

04 SERVICE & CLEAN

| BUS WASHER | BUS WASHER |
|---------------------|----------------------------|
| CL EQ | CLEANING EQUIPMENT STORAGE |
| SERVICE POSITION | SERVICE POSITION |
| SS | SERVICE SUPERVISOR OFFICE |

09 SHARED

| GN'S GENDER | R NEUTRAL ACCESSIBLE |
|-------------|----------------------|
| RESTRO | IOM |
| | |

UNASSIGNED

| JNTR | JANITOR CLOSET |
|---------------------------|---------------------|
| WASH EQUIPMENT ROOM | WASH EQUIPMENT ROOM |

UNASSIGNED

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100 Montgomery St, Suite 300 94104, San Francisco

SFMTA

POTRERO YARD MODERNIZATION PROJECT

Issue: PRJ

Date: 2023-12-21 Project No: 141440

Scale:

G.0011

SITE PHOTOS



VIEW ON BUS YARD



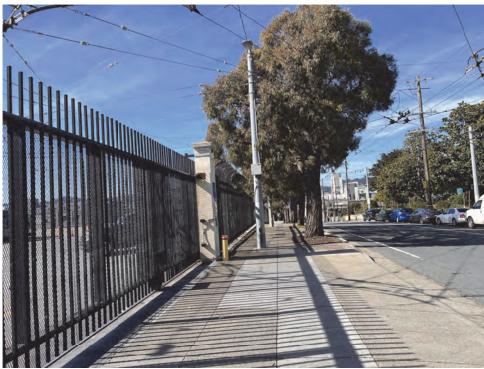
VIEW TO 17TH ST. AND BRYANT ST. FROM WEST



VIEW TO MARISPOSA ST. AND HAMPSHIRE ST. FROM SOUTHWAST



VIEW TO BUS YARD FROM BRYANT ST.



VIEW TO 17TH ST. SIDEWALK FROM EAST



VIEW TO 17TH ST. AND BRYANT ST. FROM NORTHWEST

IBI

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San Jose, CA 95113, USA
tel 408 924 0811 fax 408 924 0844
ibigroup.com

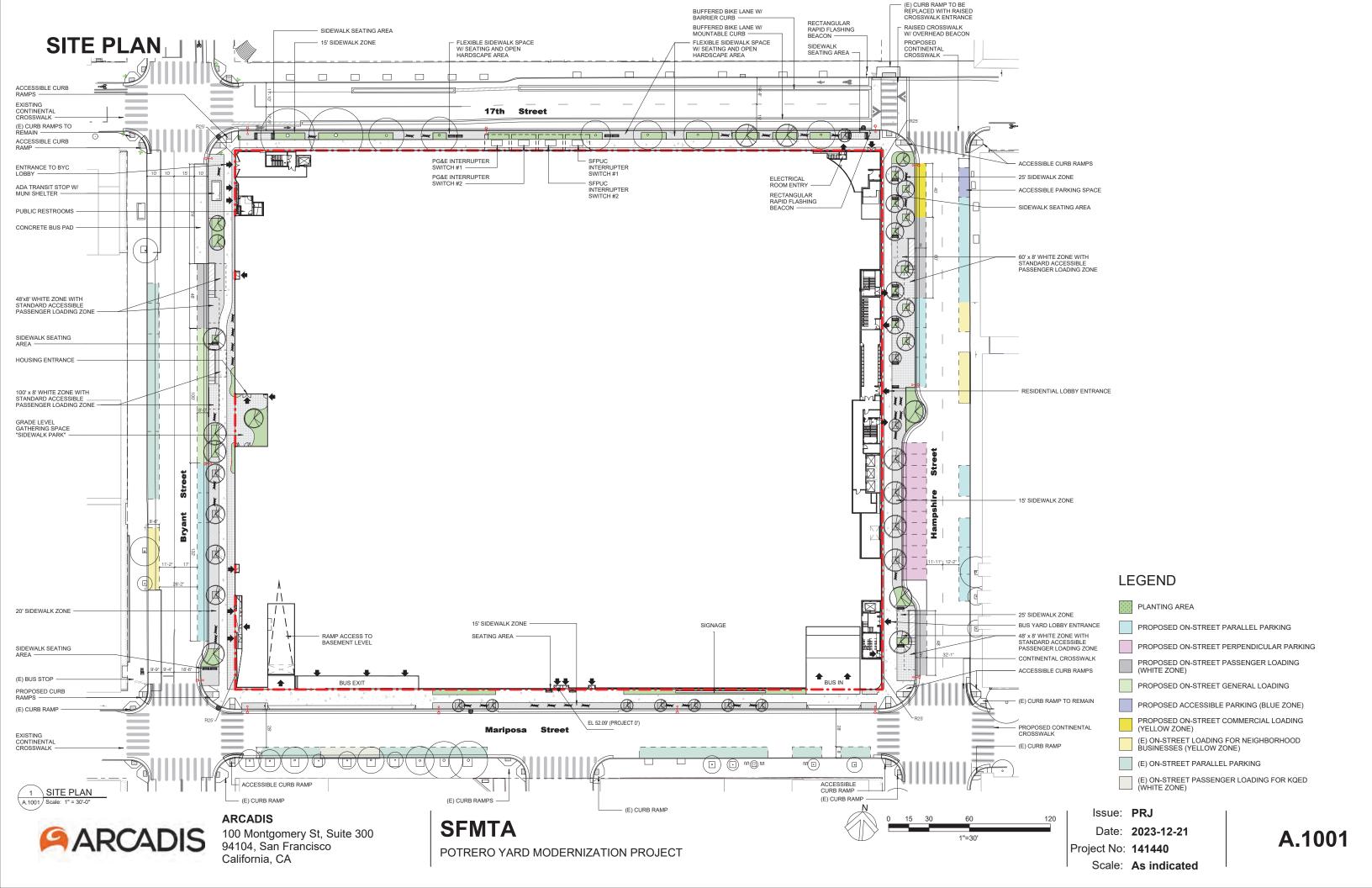
POTRERO YARD MODERNIZATION PROJECT

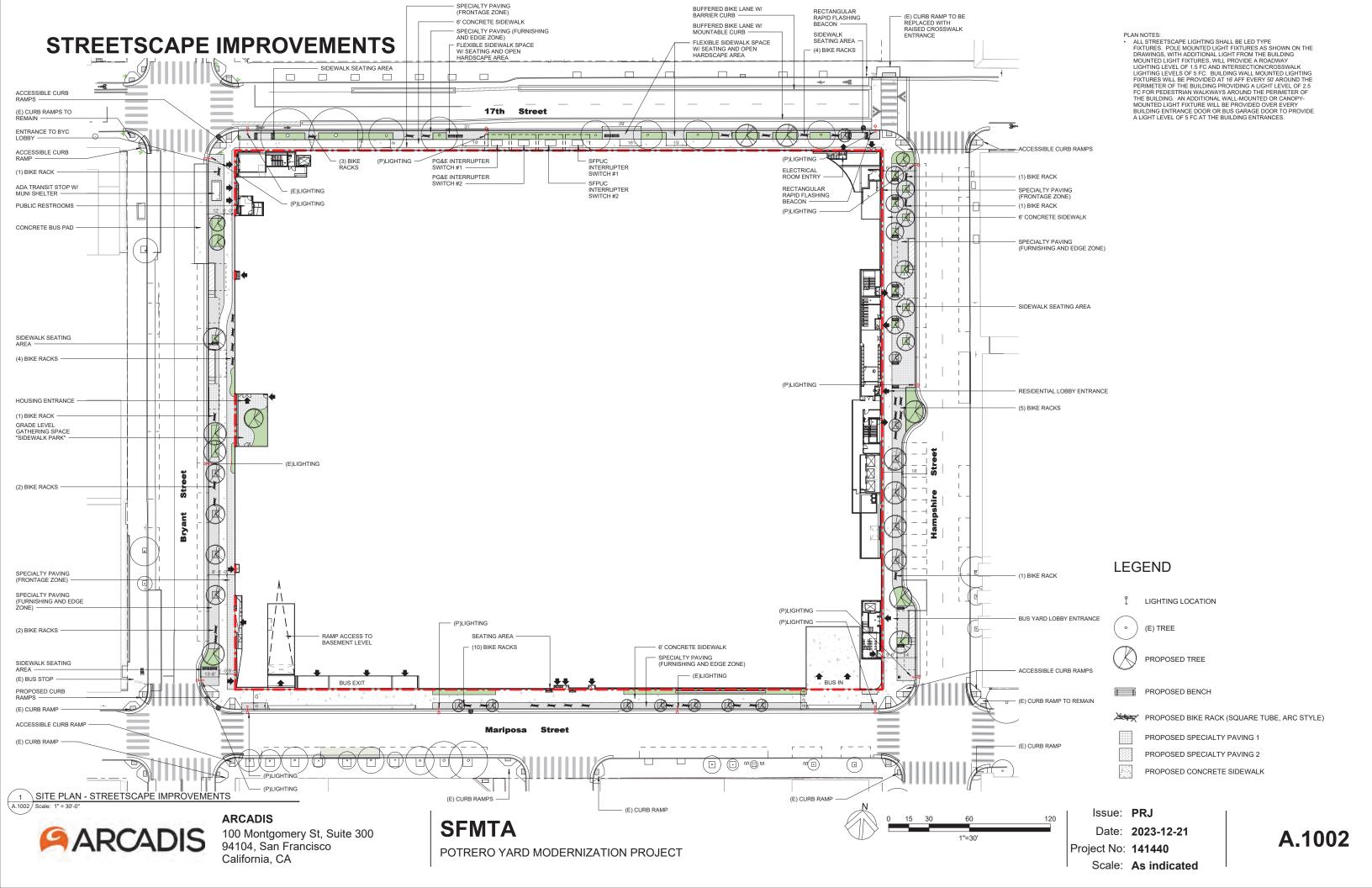
Issue: PRJ

Date: 2023-12-21

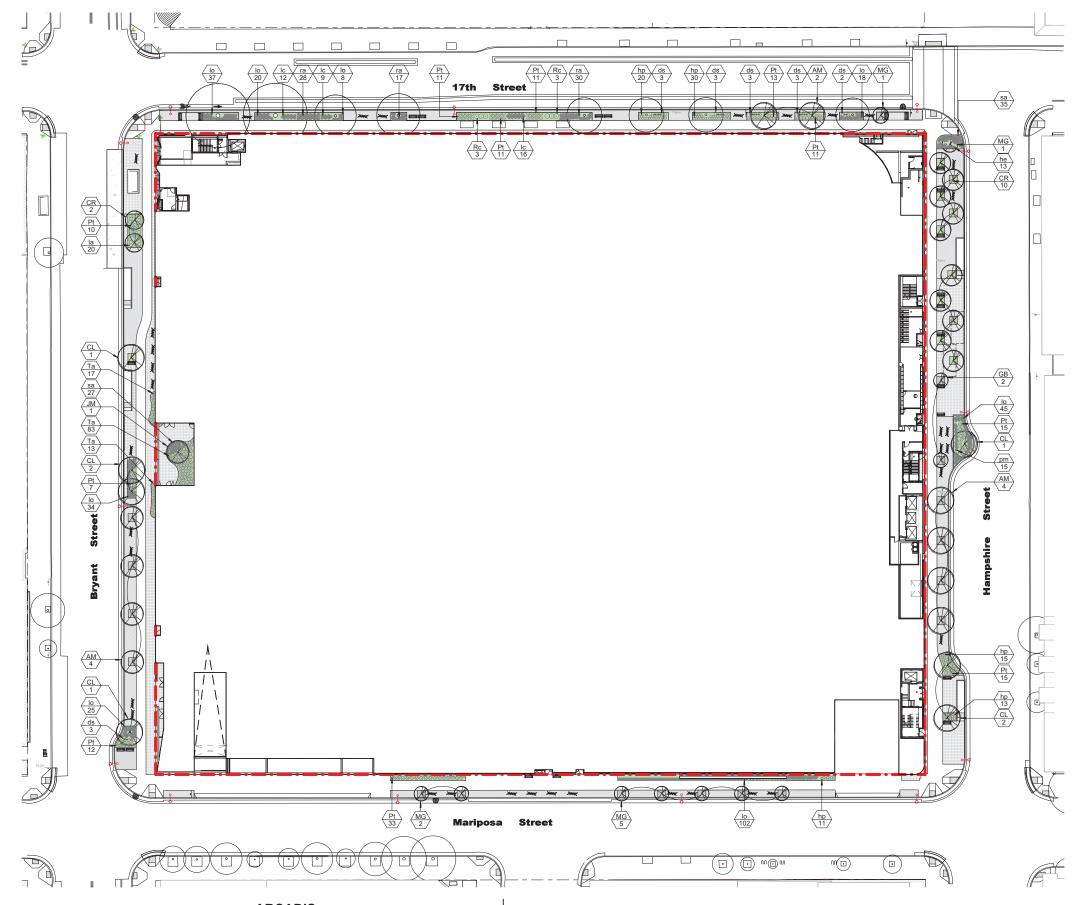
Project No: **141440**

Scale:





PLANTING PLAN



| Type maik | Dotailical Name | Common Name | 3126 | Height | Spread | Spacing | Quantity | Water Ose | Hotes |
|-----------|---------------------------------|----------------------------|----------|--------|--------|---------|----------|-----------|---------------------------|
| Trees | | | | | | | | • | |
| AU | Amelanchier utahensis | Utah Serviceberry | 24" Box | 12' | 10' | | TBD | M | Native to San Francisco |
| AM | Arbutus 'Marina' | Marina Strawberry Tree | 36" Box | 20' | 20' | | TBD | L | |
| | | | | | | | | | Nector source for |
| AC | Arbutus unedo 'Compacta' | Dwarf Strawberry Tree | 24" Box | 8" | 6' | | TBD | L | butterflies |
| BE | Brahae edulis | Guadalupe Paim | 36" Box | 30' | 10' | | TBD | L | |
| | | | | | | | | | |
| CR | Ceanothus 'Ray Hartman' | Ray Hartman Ceanothus | 24" Box | 12' | 15' | | TBD | L | California Native Species |
| СН | Chamaerops humilis | European Fan Palm | | 15' | 10' | | TBD | L | |
| | | | | | | | | | |
| | | | | | | | | | Self pollinating. Fruit |
| | | | 5' to 6' | | | | | | Production in Community |
| CM | Citrus x meyeri | Meyer Lemon Tree | ht. | 8" | 4' | | TBD | M | Garden Area. |
| LC | Lophostemon confertus | Brisbane Box | 36" Box | 30' | 25' | | TBD | M | |
| | Lyonothamnus floribundus ssp. | | | | | | | | |
| LF | Aspleniifolius | Santa Cruz Island Ironwood | 24" Box | 20' | 15' | | TBD | L | California Native Species |
| PP | Parrotia persica | Persian Ironwood | 36" Box | 20' | 15' | | TBD | M | |
| QA | Quercus agrifolia | Coast Live Oak | 36" Box | 30' | 15' | | TBD | VL | Native to San Francisco |
| TF | Trachycarpus fortunei | Chinese Windmill Palm | 36" Box | 30' | 10' | | TBD | L | |
| | | | | | | | | | |
| Shrubs | | | | | | | | | |
| | | | | | | | | | |
| Aj | Arctostaphylos 'John Dourley' | John Dourley Manzanita | 5 gallon | 3" | 6' | | TBD | VL | California Native Species |
| | | | | | | | | | |
| Cg | Ceonothus gloriosus | Point Reyes Ceanothus | 5 gallon | 1.5' | 12' | | TBD | VL | California Native Species |
| CI | Cistus x ladanifer 'Blanche | Rockrose | 5 gallon | 8" | 8' | | TBD | VL | |
| Pb | Phyllostachys bambusoides | Giant Timber Bamboo | 5 gallon | 35' | | | TBD | L | Contain roots |
| Pc | Pittosporum crassifolium 'Nana' | Dwarf Karo | 5 gallon | 3" | 3' | | TBD | M | |

| | Rhamnus californica 'Mound San | | | | | | | |
|------------|------------------------------------|---------------------------|----------|-----|-----|-----|----|-------------------------|
| Rm | Bruno' | Coffeeberry | 5 gallon | 3" | 8' | TBD | L | Native to San Francisco |
| Ta | Trachelospermum asiaticum | Asian Star Jasmine | 3 gallon | 2' | 12' | TBD | М | |
| | | | | | | | | |
| Perennials | s Grasses Succulents Vines | | | | | | | |
| | | Variegated Caribbean | | | | | | |
| aa | Agave angustifolia 'Marginata' | Agave | 1 gallon | | 4' | TBD | L | |
| abf | Agave 'Blue Flame' | Blue Flame Agave | 5 gallon | | 3. | TBD | L | |
| abe | Aloe 'Blue Elf' | Blue Elf Aloe | 1 gallon | | 1' | TBD | L | |
| abr | Anigozanthos 'Big Red' | Red Kangaroo Paw | 1 gallon | | 2" | TBD | L | |
| blj | Bougainvillea 'La Jolla' | La Jolla Bouganvilla | 1 gallon | 5' | 5' | TBD | L | Shrub Form |
| bsd | Bougainvillea 'San Diego Red' | San Diego Red Bouganvilla | 1 gallon | 30' | 10' | TBD | L | Vine Form |
| | Bougainvillea spectabilis White | | | | | | | |
| bsw | Stripe' | White Stripe Bouganvilla | 1 gallon | | 10' | TBD | L | Vine Form |
| cn | Calamagrostis nutkaensis | Pacific Reed Grass | 1 gallon | | 2' | TBD | M | Native to San Francisco |
| ct | Carex tumulicola | Berkley Sedge | 1 gallon | | 2' | TBD | L | Native to San Francisco |
| db | Dudleya brittonii | Britton Dudleya | 1 gallon | | 1' | TBD | L | Native to California |
| ea | Echeveria 'Afterglow' | Afterglow Echeveria | 1 gallon | 1' | 1' | TBD | L | |
| hp | Hesperaloe parviflora | Red Yucca | 1 gallon | | 4' | TBD | VL | |
| la | Lavandula angustifolia 'Munstead' | Munstead Lavender | 1 gallon | 2' | 2' | TBD | L | |
| lc | Leymus condensatus 'Canyon Prince' | | 1 gallon | | 3' | TBD | VL | |
| II | Lomandra longifolia 'Breeze' | Lomandra | 1 gallon | | 2" | TBD | L | |
| saj | Sedum 'Autumn Joy' | Autumn Joy Sedum | 1 gallon | 2' | 2' | TBD | L | |
| sm | Senecio mandraliscae | Blue Chalk Sticks | 1 gallon | 1' | 2' | TBD | L | |
| sa | Sesleria autumnalis | Autumn Moor Grass | 1 gallon | 1' | 2' | TBD | M | |
| sp | Setaria palmifolia | Palm Grass | 1 gallon | 4' | 3' | TBD | M | |

| Extensive R | Extensive Roof Mix | | | | | | | | |
|-------------|--------------------------------------|------------------------|------|--------|--------|----------|----------|-----------|-------------------------|
| | | | | Mature | Mature | | | | |
| Type Mark | Botanical Name | Common Name | Size | Height | Spread | Spacing | Quantity | Water Use | Notes |
| am | Achilliea Millefolium | Common Yarrow | | 36" | 12" | 6 to 12" | TBD | L | Native to San Francisco |
| ac | Allium cernuum | Nodding Onion | | 18" | 18" | 6 to 12" | TBD | VL | Native to San Francisco |
| amc | Arimeria maritima spp. californica | California Sea Thrift | | 9" | 8" | 6 to 12" | TBD | VL | Native to San Francisco |
| dc | Dudleya caespitosa | Coast Dudleya | | 8" | 6* | 6 to 12" | TBD | VL | Native to San Francisco |
| Ic | Lasthenia californica ssp. Macrantha | Perennial Goldfields | | 1' | 6" | 6 to 12" | TBD | VL | Native to San Francisco |
| sd | Sedum divergens | Pacific Stonecrop | | 4" | 18" | 6 to 12" | TBD | VL | Native to California |
| ss | Sedum spathulifolium | Broad-leaved Stonecrop | | 6" | 10" | 6 to 12" | TBD | VL | Native to San Francisco |

Issue: PRJ

Date: 2023-12-21 Project No: **141440**

A.1003 Scale: 1" = 30'-0"

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POTRERO YARD MODERNIZATION PROJECT

PLANTING PLAN - PODIUM



| Type Mark | Botanical Name | Common Name | Size | Mature Height | Mature Spread | Spacing | Quantity | Water Use | Notes |
|-------------|--------------------------------------|----------------------------|-----------|------------------|------------------|----------|---------------|-----------|--|
| Trees | | | | | | | | | |
| AU | Amelanchier utahensis | Utah Serviceberry | 24" Box | | 10' | | TBD | M | Native to San Francisco |
| AM | Arbutus 'Marina' | Marina Strawberry Tree | 36" Box | 20' | 20' | | TBD | L | |
| | | | | | | | | | Nector source for |
| AC | Arbutus unedo 'Compacta' | Dwarf Strawberry Tree | | 8' | 6' | | TBD | L | butterflies |
| BE | Brahae edulis | Guadalupe Palm | 36" Box | 30' | 10' | | TBD | L | |
| | | | | | | | | | |
| CR | Ceanothus 'Ray Hartman' | Ray Hartman Ceanothus | 24" Box | 12' | 15' | | TBD | L | California Native Specie |
| CH | Chamaerops humilis | European Fan Palm | | 15' | 10' | | TBD | L | |
| | | | 5' to 6' | | | | | | Self pollinating. Fruit Production in Communi |
| CM | Citrus x meyeri | Meyer Lemon Tree | ht. | 8' | 4' | | TBD | м | Garden Area. |
| LC | Lophostemon confertus | Brisbane Box | 36" Box | 30' | 25' | | TBD | M | |
| | Lyonothamnus floribundus ssp. | | or Box | | | | 1.00 | | |
| ÚE. | Aspleniifolius | Santa Cruz Island Ironwood | 24" Box | 20' | 15' | | TBD | L | California Native Specie |
| PP | Parrotia persica | Persian Ironwood | | 20' | 15' | | TBD | M | |
| QA | Quercus agrifolia | Coast Live Oak | 36" Box | | 15' | | TBD | VL | Native to San Francisco |
| TF | Trachycarpus fortunei | Chinese Windmill Palm | 36" Box | | 10' | | TBD | L | Tradition to Gail Francisco |
| | | | | | | | | | |
| Shrubs | | | | | | | | | |
| | | | | | | | | | |
| Aj | Arctostaphylos 'John Dourley' | John Dourley Manzanita | 5 gallon | 3' | 6' | | TBD | VL | California Native Specie |
| Cg | Ceonothus gloriosus | Point Reyes Ceanothus | 5 gallon | 1.5' | 12' | | TBD | VL | California Native Specie |
| CI | Cistus x ladanifer 'Blanche | Rockrose | 5 gallon | 8' | 8' | | TBD | VL | |
| Pb | Phyllostachys bambusoides | Giant Timber Bamboo | 5 gallon | 35' | | | TBD | L | Contain roots |
| Pc | Pittosporum crassifolium 'Nana' | Dwarf Karo | 5 gallon | 3' | 3' | | TBD | M | - CONTRACTOR CONTRACTOR |
| | | Dwarf Variegated Mock | gamen | - | - | | | | |
| Pt | Pittosporum tobira 'Dwarf Variegata' | Orange | 5 gallon | 2' | 2' | | TBD | L | |
| Re | Rhamnus californica 'Eve Case' | Coffeeberry | 5 gallon | | 4' | | TBD | ī | Native to San Francisco |
| ne | Rhamnus californica 'Mound San | Conceptiny | o ganon | - | 7 | | 100 | _ | Tradito to Gail I Talloloo |
| Rm | Bruno' | Coffeeberry | 5 gallon | 31 | 8' | | TBD | lr . | Native to San Francisco |
| Ta | Trachelospermum asiaticum | Asian Star Jasmine | 3 gallon | | 12' | _ | TBD | M | I Tally C to Gall F Tall Glock |
| 10 | Tracticiospetitium asiaucum | Asian Star Sasmine | o gallori | 2 | 12 | | TUU | In | |
| Perennials | Grasses Succulents Vines | | | | | | | | |
| . 0.0 | | Variegated Caribbean | | | | | $\overline{}$ | | |
| aa | Agave angustifolia 'Marginata' | Agave | 1 gallon | 3' | 4' | | TBD | L | |
| abf | Agave 'Blue Flame' | Blue Flame Agave | 5 gallon | 3. | 3. | | TBD | ī | |
| abe | Aloe 'Blue Elf' | Blue Elf Aloe | 1 gallon | | 1' | | TBD | ī | |
| abr | Anigozanthos 'Big Red' | Red Kangaroo Paw | 1 gallon | | 2' | | TBD | L | |
| blj | Bougainvillea 'La Jolla' | La Jolla Bouganvilla | 1 gallon | | 5' | | TBD | L | Shrub Form |
| oij . | Dougantinou La dona | Ed dolla Bodgervilla | 1 gallon | | | | 100 | - | Office Form |
| bsd | Bougainvillea 'San Diego Red' | San Diego Red Bouganvilla | 1 gallon | 30' | 10' | | TBD | L. | Vine Form |
| | Bougainvillea spectabilis 'White | | - gamen | | | | | _ | 1 |
| bsw | Stripe' | White Stripe Bouganvilla | 1 gallon | 20' | 10' | | TBD | r. | Vine Form |
| cn | Calamagrostis nutkaensis | Pacific Reed Grass | 1 gallon | | 2' | | TBD | M | Native to San Francisco |
| ct | Carex tumulicola | Berkley Sedge | 1 gallon | | 2' | | TBD | 1 | Native to San Francisco |
| db | Dudleya brittonii | Britton Dudleya | 1 gallon | | 1' | _ | TBD | L | Native to California |
| ea | Echeveria 'Afterglow' | Afterglow Echeveria | 1 gallon | | 1' | | TBD | - | Ivalive to California |
| | Hesperaloe parviflora | Red Yucca | 1 gallon | | 4' | _ | TBD | VL | |
| hp la | Lavandula angustifolia 'Munstead' | Munstead Lavender | 1 gallon | | 2' | _ | TBD | VL | |
| id | Lavariodia arigustifolia muristead | Mulistead Lavelidei | i gallori | 2 | 2 | | IDD | - | |
| lc | Leymus condensatus 'Canyon Prince' | Canyon Prince Lyme Grass | | 2' | 3' | | TBD | VL | |
| II | Lomandra longifolia 'Breeze' | Lomandra | 1 gallon | | 2' | | TBD | L | |
| saj | Sedum 'Autumn Joy' | Autumn Joy Sedum | 1 gallon | | 2' | | TBD | L | |
| sm | Senecio mandraliscae | Blue Chalk Sticks | 1 gallon | | 2' | | TBD | L | |
| sa | Sesleria autumnalis | Autumn Moor Grass | 1 gallon | 1' | 2' | | TBD | M | |
| sp | Setaria palmifolia | Palm Grass | 1 gallon | 4' | 3' | | TBD | M | |
| Extensive R | toof Mix | | | | | | | | |
| | | | | Mature | Mature | | | | |
| Type Mark | Botanical Name | Common Name | Size | Height | | Spacing | Quantity | Water Use | Notes |
| am | Achilliea Millefolium | Common Yarrow | - | 36" | 12" | 6 to 12" | TBD | L | Native to San Francisco |
| ac ac | Allium cernuum | Nodding Onion | | 18" | 18" | 6 to 12" | TBD | VL | Native to San Francisco |
| amc | Arimeria maritima spp. californica | California Sea Thrift | | 9" | 8" | 6 to 12" | TBD | VL | Native to San Francisco |
| dc . | Dudleya caespitosa | Coast Dudleva | | 8" | 6" | 6 to 12" | TBD | VL | Native to San Francisco |
| dc lc | | Perennial Goldfields | | 1' | 6" | 6 to 12" | TBD | VL | Native to San Francisc |
| IC . | | Pacific Stonecrop | | 4" | 18" | 6 to 12" | TBD | VL | Native to San Francisco |
| sd | Sedum divergens | | | | | | | | |



POTRERO YARD MODERNIZATION PROJECT

Project No: **141440** Scale: 1" = 30'-0"

BYC / HCC - LEVEL B1



| AREA - B | YC / HCC | LEVEL | B1 | |
|---------------------|----------------------------------|----------|--------|------|
| Department | PROGRAM REQUIRED AREA (SF) | PROVIDED | Δ (SF) | % |
| 01 PARKING | 10.440 | 10.440 | 0 | 58% |
| 04 SERVICE & CLEAN | 900 | 901 | 1 | 5% |
| 09 SHARED | 4,750 | 7,300 | 2,550 | 26% |
| CAR SHARE PARKING | 0 | 1,000 | 1,000 | 0% |
| FMO | 1,932 | 2,099 | 167 | 11% |
| FMO PARKING | 0 | 600 | 600 | 0% |
| HCC BOH/CIRCULATION | 0 | 6,389 | 6,389 | 0% |
| HCC/BYC MEP | 0 | 10,714 | 10,714 | 0% |
| UNASSIGNED | 0 | 915 | 915 | 0% |
| Grand total | 18,022 | 40,358 | 22,336 | 100% |

DEPARTMENT

HCC COMMERCIAL

UNASSIGNED

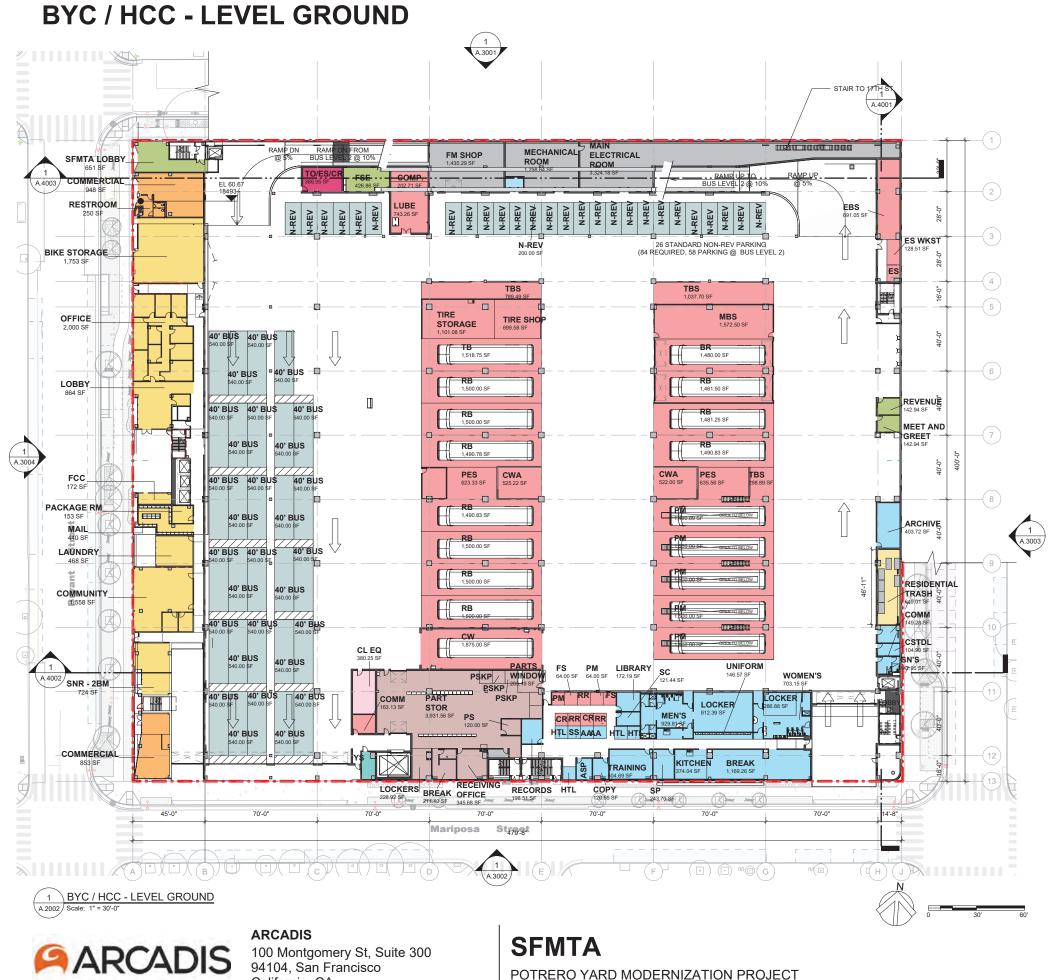
HCC DWELLING UNITS



HCC/BYC MEP Issue: PRJ

> Date: 2023-12-21 Project No: **141440**

> > Scale: 1" = 30'-0"

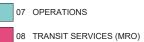


| AREA - BY | C / HCC LE | VEL GR | OUND | |
|---------------------------|----------------------------------|----------|--------|------|
| Department | PROGRAM REQUIRED AREA (SF) | PROVIDED | Δ (SF) | % |
| | | | | |
| 01 PARKING | 20,860 | 20,860 | 0 | 29% |
| 02 BAYS & SHOPS | 36,210 | 37,959 | 1,749 | 51% |
| 04 SERVICE & CLEAN | 200 | 380 | 180 | 0% |
| 05 PARTS | 5,605 | 5,424 | -181 | 8% |
| 06 MAINTENANCE | 7,012 | 7,261 | 249 | 10% |
| 07 OPERATIONS | 120 | 148 | 28 | 0% |
| 08 TRANSIT SERVICES (MRO) | 200 | 367 | 167 | 0% |
| 09 SHARED | 420 | 713 | 293 | 1% |
| 10 TRAINING | 100 | 101 | 1 | 0% |
| HCC BOH/CIRCULATION | 370 | 649 | 649 | 1% |
| HCC/BYC MEP | 0 | 4,692 | 4,692 | 0% |
| UNASSIGNED | 0 | 1,435 | 1,435 | 0% |
| Grand total | 71,097 | 79,988 | 9,261 | 100% |























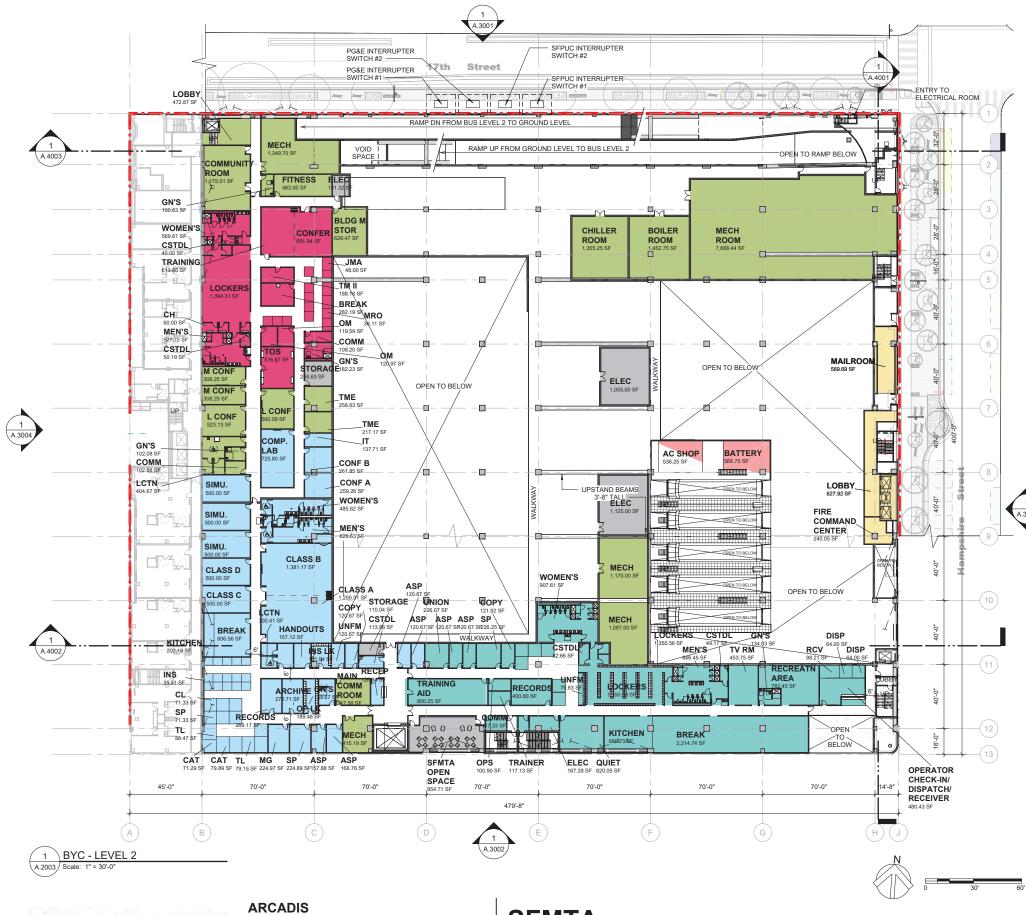
UNASSIGNED

Issue: PRJ Date: 2023-12-21

Project No: **141440**

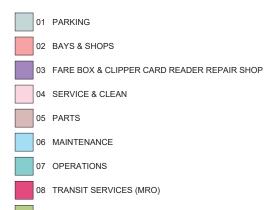
Scale: 1" = 30'-0"

BYC - LEVEL 2



| AREA - E | BYC / HC | C LEVEL | _ 2 | |
|---------------------------|----------------------------------|---------|--------|------|
| Department | PROGRAM REQUIRED AREA (SF) | | Δ (SF) | % |
| 07 OPERATIONS | 10,419 | 11,883 | 1,464 | 28% |
| 08 TRANSIT SERVICES (MRO) | 6,110 | 6,174 | 64 | 17% |
| 09 SHARED | 5,330 | 20,713 | 15,383 | 14% |
| 10 TRAINING | 13,099 | 13,679 | 580 | 36% |
| HCC BOH/CIRCULATION | 1,850 | 3,287 | 1,807 | 5% |
| HCC/BYC MEP | 0 | 2,479 | 2,479 | 0% |
| UNASSIGNED | 0 | 369 | 369 | 0% |
| Grand total | 36,808 | 58,583 | 22,145 | 100% |

DEPARTMENT



09 SHARED

CAR SHARE PARKING

FMO

FMO PARKING

HCC BOH/CIRCULATION

HCC COMMERCIAL

HCC DWELLING UNITS

HCC/BYC MEP
UNASSIGNED

Issue: PRJ

Date: **2023-12-21**Project No: **141440**

Scale: 1" = 30'-0"

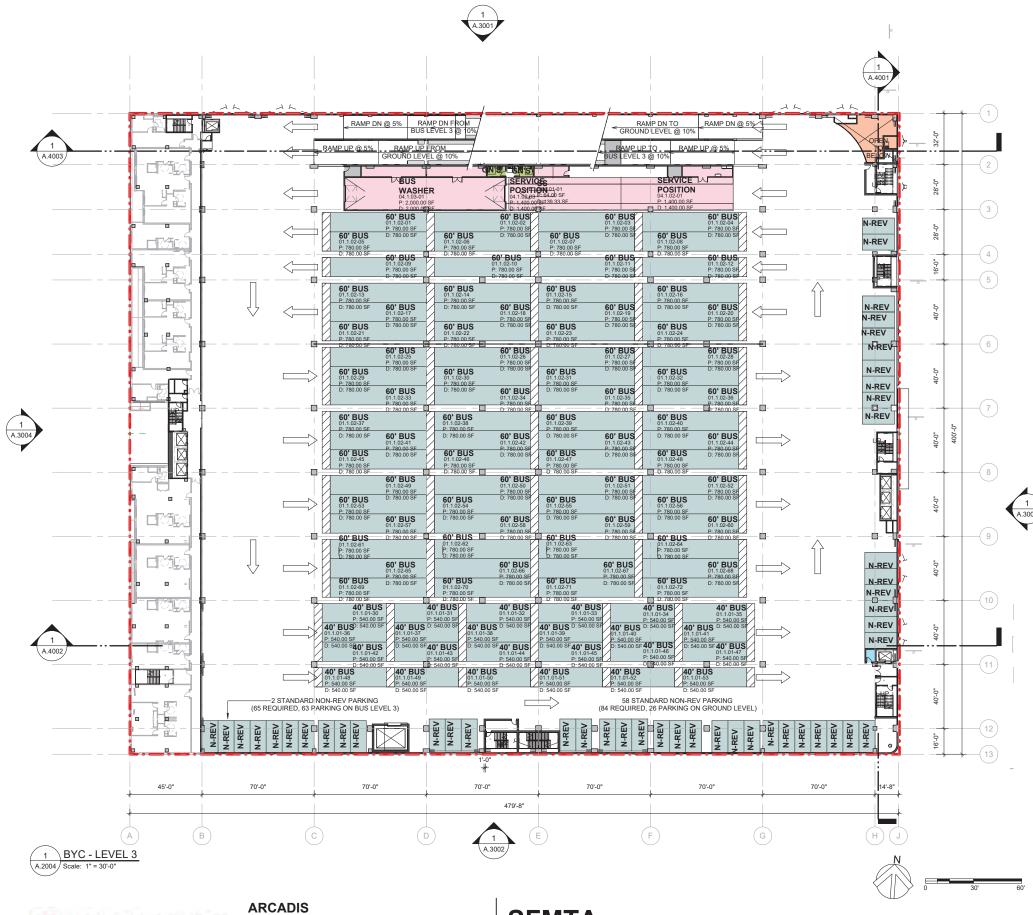


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POTRERO YARD MODERNIZATION PROJECT

BYC - LEVEL 3



| AREA - BYC LEVEL 3 | | | | | |
|--------------------|----------------------------------|--------------------------|--------|------|--|
| Department | PROGRAM REQUIRED AREA (SF) | AREA PROVIDED (SF) | Δ (SF) | % | |
| | | | | | |
| 01 PARKING | 78,520 | 78,501 | -19 | 94% | |
| 04 SERVICE & CLEAN | 5,064 | 5,647 | 583 | 6% | |
| 06 MAINTENANCE | 80 | 45 | -35 | 0% | |
| 09 SHARED | 200 | 148 | -52 | 0% | |
| HCC COMMERCIAL | 0 | 664 | 664 | 0% | |
| UNASSIGNED | 0 | 121 | 121 | 0% | |
| Grand total | 83.864 | 85.127 | 1.263 | 100% | |

DEPARTMENT

01 PARKING
02 BAYS & SHOPS
03 FARE BOX & CLIPPER CARD READER REPAIR SHOP
04 SERVICE & CLEAN
05 PARTS
06 MAINTENANCE
07 OPERATIONS

08 TRANSIT SERVICES (MRO)

09 SHARED

10 TRAINING

CAR SHARE PARKING

FMO

FMO PARKING

HCC BOH/CIRCULATION

HCC COMMERCIAL

HCC DWELLING UNITS

HCC/BYC MEP
UNASSIGNED

Issue: PRJ

Date: **2023-12-21**

Project No: **141440**Scale: **1" = 30'-0"**



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POTRERO YARD MODERNIZATION PROJECT

BYC - LEVEL 4



| AR | EA - BYC L | EVEL 4 | | |
|--------------------|----------------------------------|----------|--------|------|
| Department | PROGRAM REQUIRED AREA (SF) | PROVIDED | Δ (SF) | % |
| | | | | |
| 01 PARKING | 78,440 | 78,433 | -7 | 95% |
| 04 SERVICE & CLEAN | 3,664 | 6,358 | 2,694 | 4% |
| 09 SHARED | 200 | 148 | -52 | 0% |
| UNASSIGNED | 0 | 760 | 760 | 0% |
| Grand total | 82.304 | 85,699 | 3,395 | 100% |

DEPARTMENT

01 PARKING

02 BAYS & SHOPS

03 FARE BOX & CLIPPER CARD READER REPAIR SHOP

04 SERVICE & CLEAN

06 MAINTENANCE
07 OPERATIONS

08 TRANSIT SERVICES (MRO)

09 SHARED

CAR SHARE PARKING

FMO

FMO PARKING

HCC BOH/CIRCULATION

HCC COMMERCIAL

HCC DWELLING UNITS

HCC/BYC MEP

UNASSIGNED

Issue: PRJ

Date: **2023-12-21**Project No: **141440**

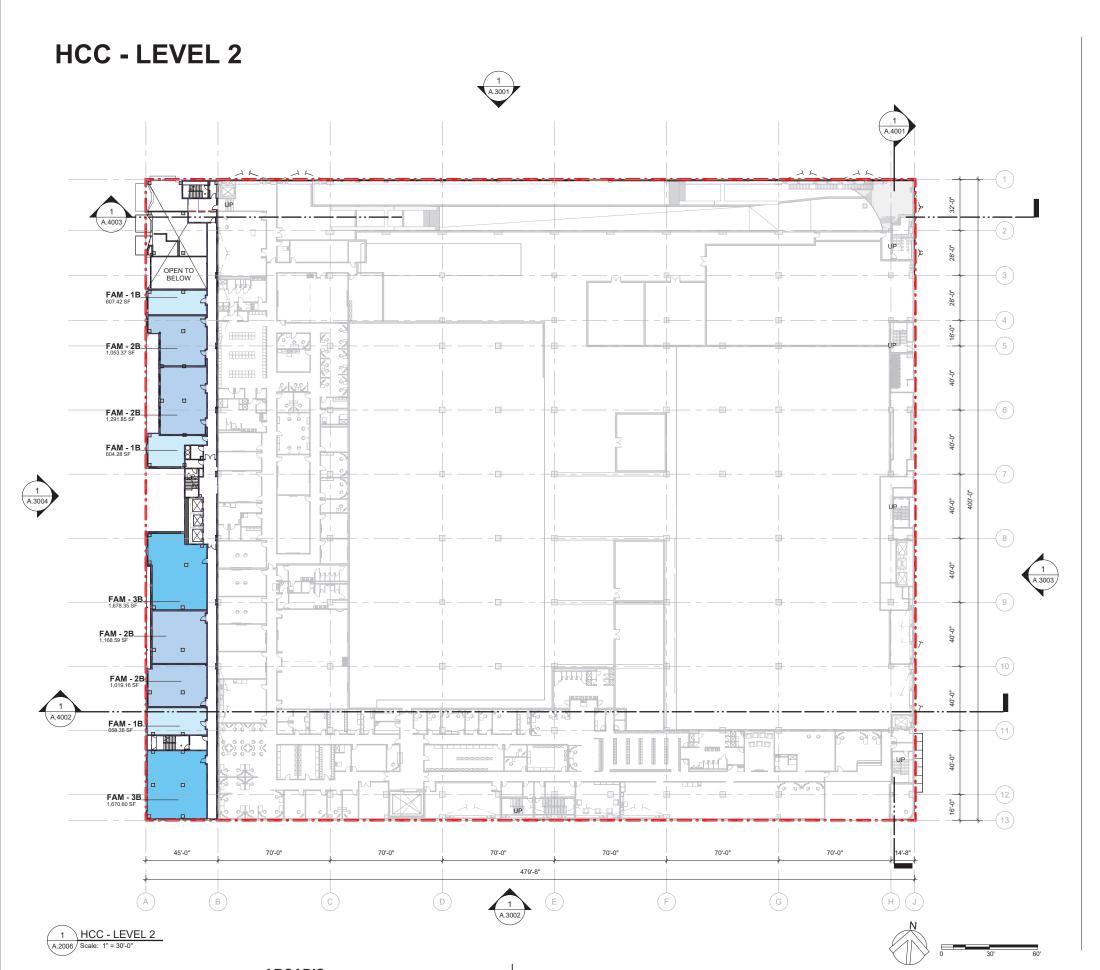
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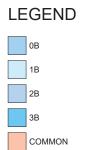
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POTRERO YARD MODERNIZATION PROJECT



| UNIT - HCC FL 02 | | | | | | |
|------------------|-------------------|-------|--|--|--|--|
| Name | Area | Count | | | | |
| | | | | | | |
| FAM - 1B | 604 SF 668 SF | 3 | | | | |
| FAM - 2B | 1,019 SF 1,292 SF | 4 | | | | |
| FAM - 3B | 1,671 SF 1,678 SF | 2 | | | | |
| TOTAL | | 9 | | | | |





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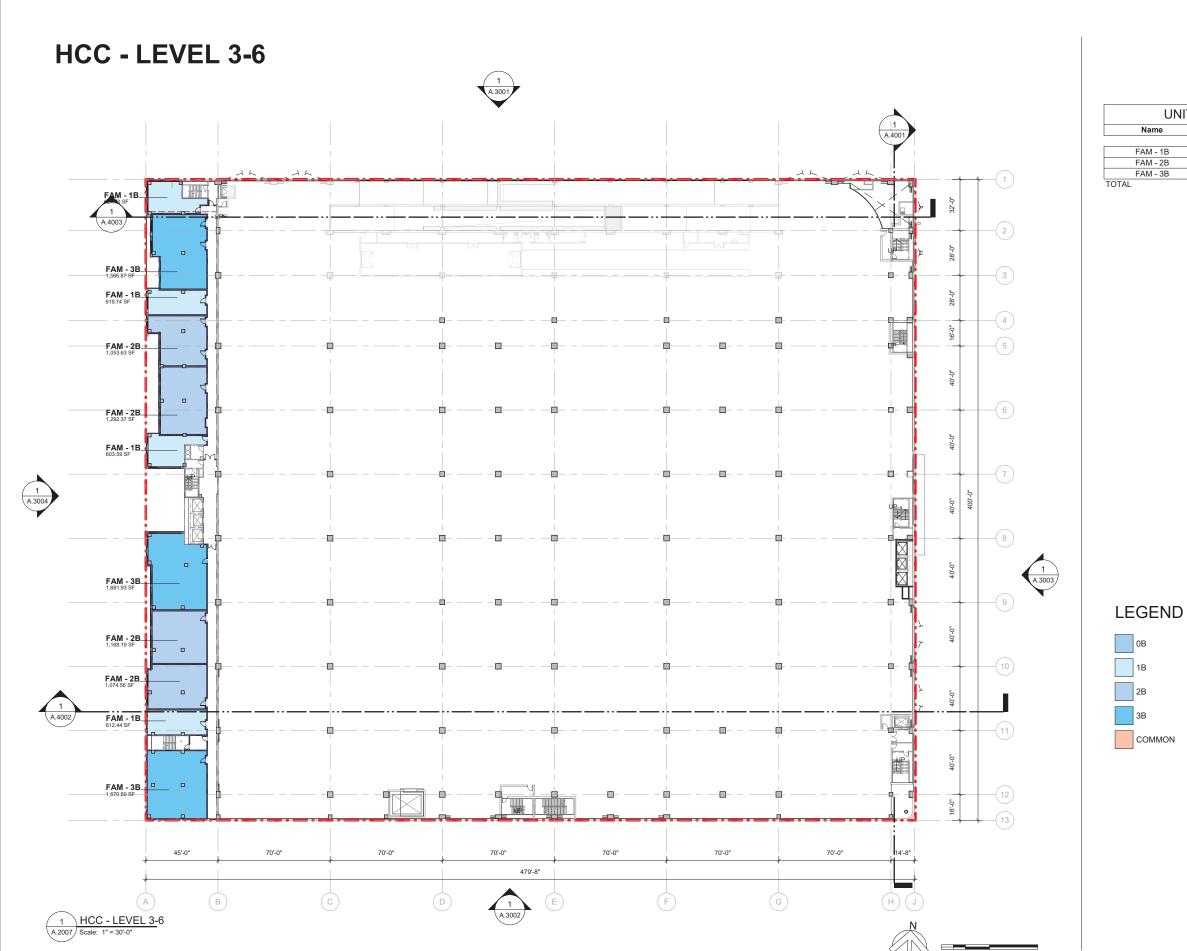
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POTRERO YARD MODERNIZATION PROJECT

Issue: PRJ

Date: **2023-12-21**Project No: **141440**

Scale: 1" = 30'-0"



Issue: PRJ

UNIT - HCC FL 03-06

FAM - 3B

COMMON

604 SF ... 625 SF 1,054 SF ... 1,292 SF

1,566 SF ... 1,682 SF

Date: 2023-12-21

Project No: **141440** Scale: 1" = 30'-0"



| UNIT - HCC FL 07 | | | | | |
|------------------|-------------------|-------|--|--|--|
| Name | Area | Count | | | |
| | | | | | |
| FAM-0B | 418 SF 508 SF | 2 | | | |
| FAM-1B | 552 SF 628 SF | 9 | | | |
| FAM-2B | 774 SF 1,204 SF | 11 | | | |
| FAM-2BM | 861 SF 889 SF | 2 | | | |
| FAM-3B | 1,108 SF 1,235 SF | 6 | | | |
| FAM | • | 30 | | | |
| | | | | | |
| WRK-0B | 439 SF 539 SF | 9 | | | |
| WRK-1B | 617 SF 747 SF | 19 | | | |

875 SF ... 1,003 SF 1,053 SF ... 1,064 SF

WRK-2B

TOTAL

Grand total

| COMMC | ON - HCC FL C |)7 |
|----------------|---------------|-------|
| MLML | Area | Count |
| FAM | | |
| COMMUNITY | 1,958 SF | 1 |
| COMMUNITY | 1,373 SF | 1 |
| LAUNDRY | 541 SF | 1 |
| LAUNDRY | 495 SF | 1 |
| | 4,367 SF | 4 |
| WRK | | |
| BICYCLE ROOM | 1,085 SF | 1 |
| COMMUNITY AREA | 1,945 SF | 1 |
| COMMUNITY AREA | 325 SF | 1 |
| | 3 354 SF | 3 |

7,721 SF





COMMON

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POTRERO YARD MODERNIZATION PROJECT

Issue: PRJ

Date: **2023-12-21**Project No: **141440**

Scale: 1" = 30'-0"



| UNIT - HCC FL 08 | | | | |
|------------------|-------------------|-------|--|--|
| Name | Area | Count | | |
| 5414.0B | 110.05 500.05 | | | |
| FAM-0B | 418 SF 536 SF | 3 | | |
| FAM-1B | 520 SF 628 SF | 9 | | |
| FAM-2B | 774 SF 921 SF | 12 | | |
| FAM-3B | 1,108 SF 1,236 SF | 8 | | |
| FAM | | 32 | | |
| | | | | |
| WRK-0B | 444 SF 574 SF | 9 | | |
| WRK-1B | 614 SF 750 SF | 19 | | |
| WRK-2B | 874 SE 1 003 SE | 15 | | |

1,053 SF ... 1,069 SF

WRK-3B

TOTAL

| COMMON - HCC FL 08 | | | | |
|--------------------|----------|-------|--|--|
| Name | Area | Count | | |
| WRK | | | | |
| COMMUNITY AREA | 832 SF | 1 | | |
| COMMUNITY AREA | 840 SF | 1 | | |
| COMMUNITY AREA | 983 SF | 1 | | |
| | 2,655 SF | 3 | | |
| Grand total | 2,655 SF | 3 | | |



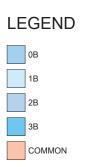
Issue: PRJ

Date: 2023-12-21 Project No: **141440**

Scale: 1" = 30'-0"



| UNIT - HCC FL 09 | | | | |
|------------------|--------|-------------------|-------|--|
| | Name | Area | Count | |
| | | | | |
| | FAM-0B | 418 SF 536 SF | 4 | |
| | FAM-1B | 552 SF 628 SF | 10 | |
| | FAM-2B | 775 SF 893 SF | 12 | |
| | FAM-3B | 1,108 SF 1,209 SF | 8 | |
| FAM | | | 34 | |
| | | | | |
| | WRK-0B | 443 SF 552 SF | 16 | |
| | WRK-1B | 607 SF 656 SF | 18 | |
| | WRK-2B | 914 SF 1,046 SF | 11 | |
| | WRK-3B | 1.063 SF | 1 | |



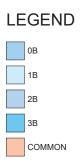
TOTAL

Issue: PRJ Date: 2023-12-21

Project No: **141440** Scale: 1" = 30'-0"



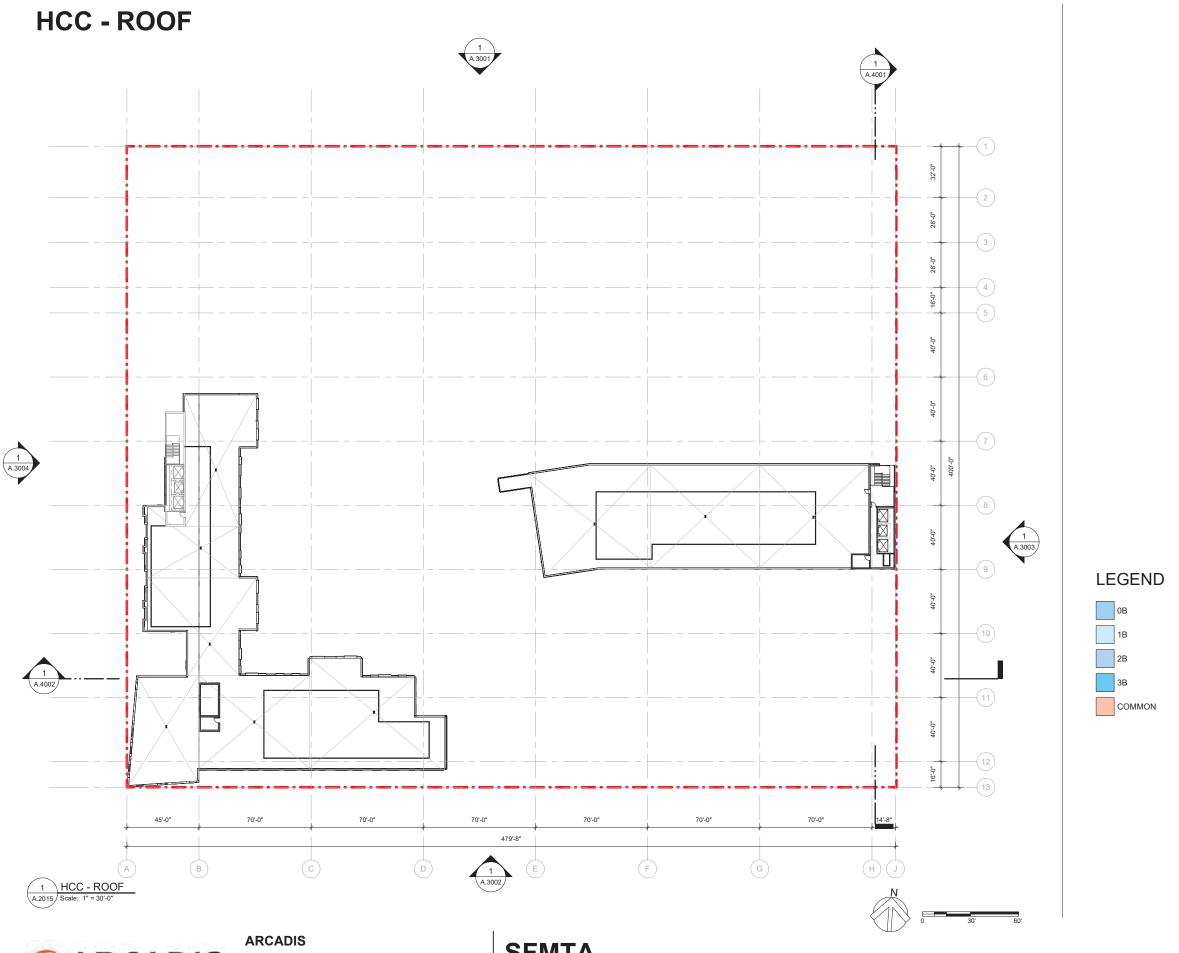
| UNIT - HCC FL 11 | | | | |
|------------------|-------------------|-------|--|--|
| Name | Area | Count | | |
| | | | | |
| FAM-0B | 402 SF 469 SF | 3 | | |
| FAM-1B | 552 SF 628 SF | 8 | | |
| FAM-2B | 859 SF 876 SF | 4 | | |
| FAM-3B | 1,108 SF 1,202 SF | 6 | | |
| FAM | | 21 | | |
| | | | | |
| WRK-2B | 873 SF 1,027 SF | 9 | | |
| WRK-3B | 1,067 SF 1,221 SF | 3 | | |
| WRK | | 12 | | |
| TOTAL | | 33 | | |



Issue: PRJ

Date: 2023-12-21

Project No: **141440** Scale: 1" = 30'-0"



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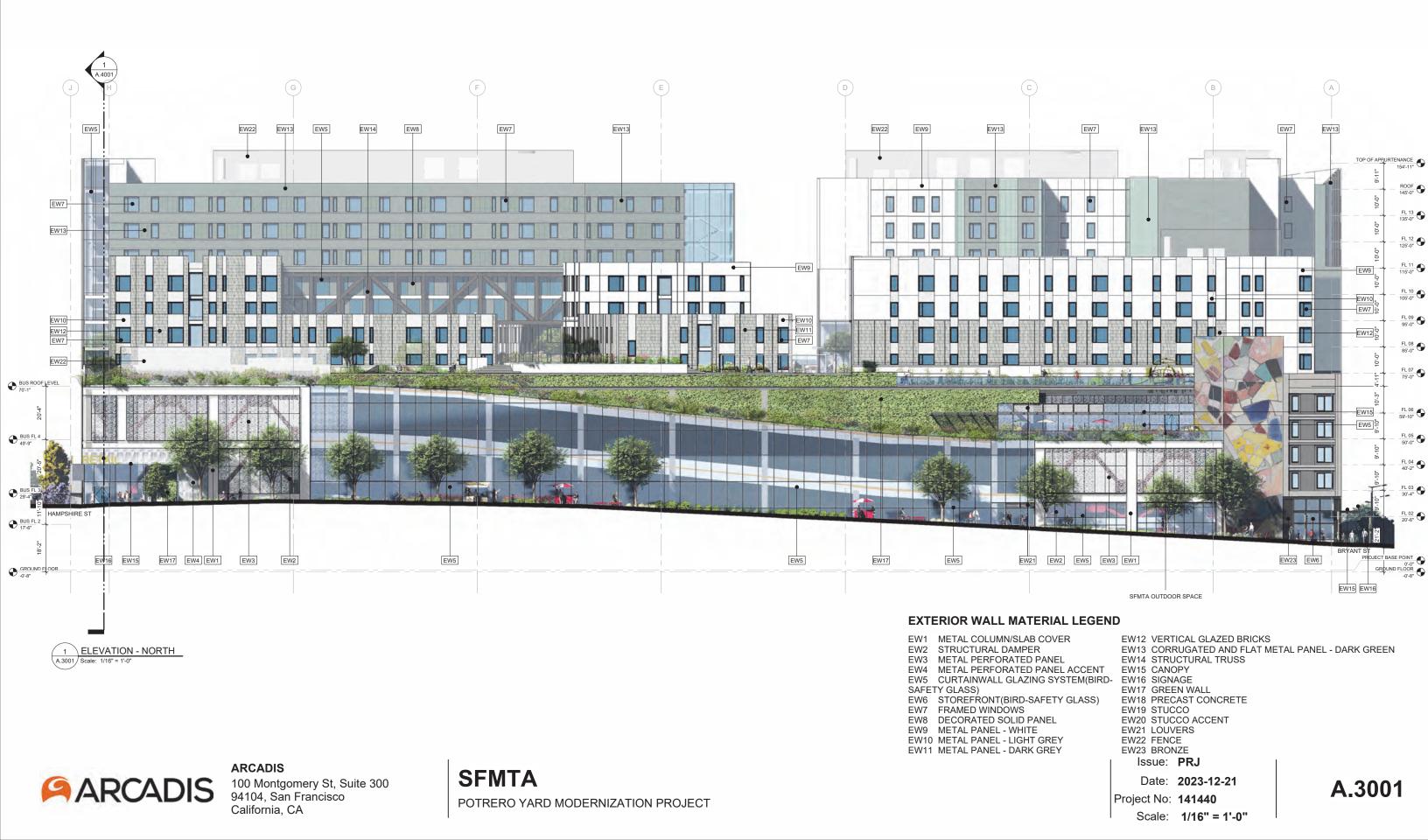
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POTRERO YARD MODERNIZATION PROJECT

Issue: PRJ

Date: **2023-12-21**

Project No: **141440** Scale: **1" = 30'-0"**









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POTRERO YARD MODERNIZATION PROJECT

EW1 METAL COLUMN/SLAB COVER EW2 STRUCTURAL DAMPER

EW3 METAL PERFORATED PANEL EW4 METAL PERFORATED PANEL ACCENT

EW5 CURTAINWALL GLAZING SYSTEM(BIRD-

SAFETY GLASS)

EW6 STOREFRONT(BIRD-SAFETY GLASS)

EW7 FRAMED WINDOWS

EW8 DECORATED SOLID PANEL

EW9 METAL PANEL - WHITE

EW10 METAL PANEL - LIGHT GREY

EW11 METAL PANEL - DARK GREY

EW21 LOUVERS EW22 FENCE

EW15 CANOPY

EW16 SIGNAGE

EW19 STUCCO

EW17 GREEN WALL

EW23 BRONZE

Issue: PRJ

EW20 STUCCO ACCENT

Date: 2023-12-21

Scale: 1/16" = 1'-0"

EW12 VERTICAL GLAZED BRICKS

EW14 STRUCTURAL TRUSS

EW18 PRECAST CONCRETE

EW13 CORRUGATED AND FLAT METAL PANEL - DARK GREEN

Project No: **141440**



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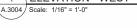
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POTRERO YARD MODERNIZATION PROJECT

Scale: 1/16" = 1'-0"







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SFMTA

POTRERO YARD MODERNIZATION PROJECT

EXTERIOR WALL MATERIAL LEGEND

EW1 METAL COLUMN/SLAB COVER EW12 VERTICAL GLAZED BRICKS EW2 STRUCTURAL DAMPER EW13 CORRUGATED AND FLAT METAL PANEL - DARK GREEN EW3 METAL PERFORATED PANEL EW14 STRUCTURAL TRUSS EW4 METAL PERFORATED PANEL ACCENT EW15 CANOPY EW5 CURTAINWALL GLAZING SYSTEM(BIRD-EW16 SIGNAGE SAFETY GLASS) EW17 GREEN WALL EW6 STOREFRONT(BIRD-SAFETY GLASS) FRAMED WINDOWS

EW18 PRECAST CONCRETE EW19 STUCCO EW8 DECORATED SOLID PANEL

EW20 STUCCO ACCENT EW9 METAL PANEL - WHITE **EW21 LOUVERS** EW10 METAL PANEL - LIGHT GREY EW22 FENCE EW11 METAL PANEL - DARK GREY EW23 BRONZE

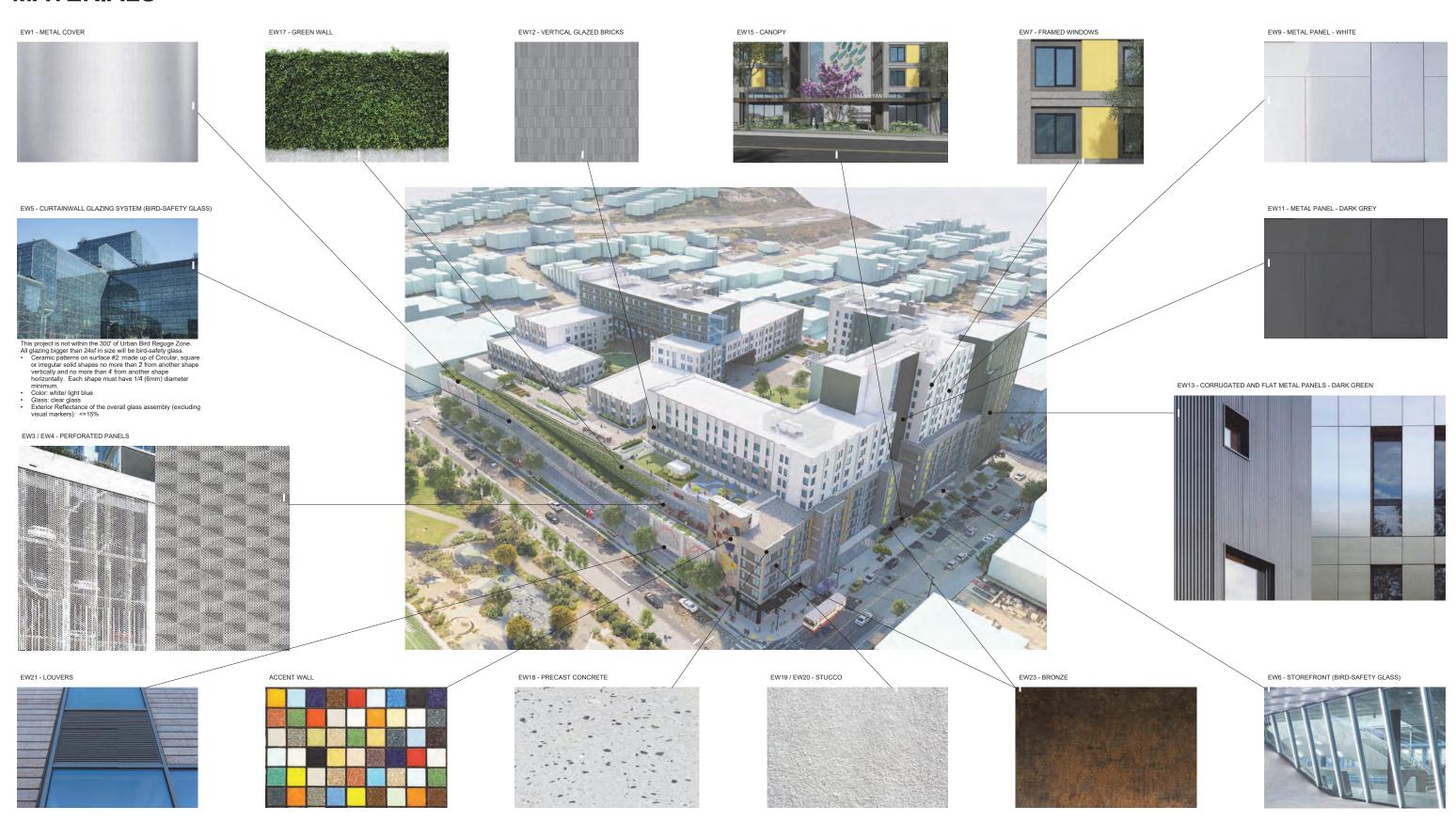
Issue: PRJ

Date: 2023-12-21 Project No: 141440

A.3004

Scale: 1/16" = 1'-0"

MATERIALS





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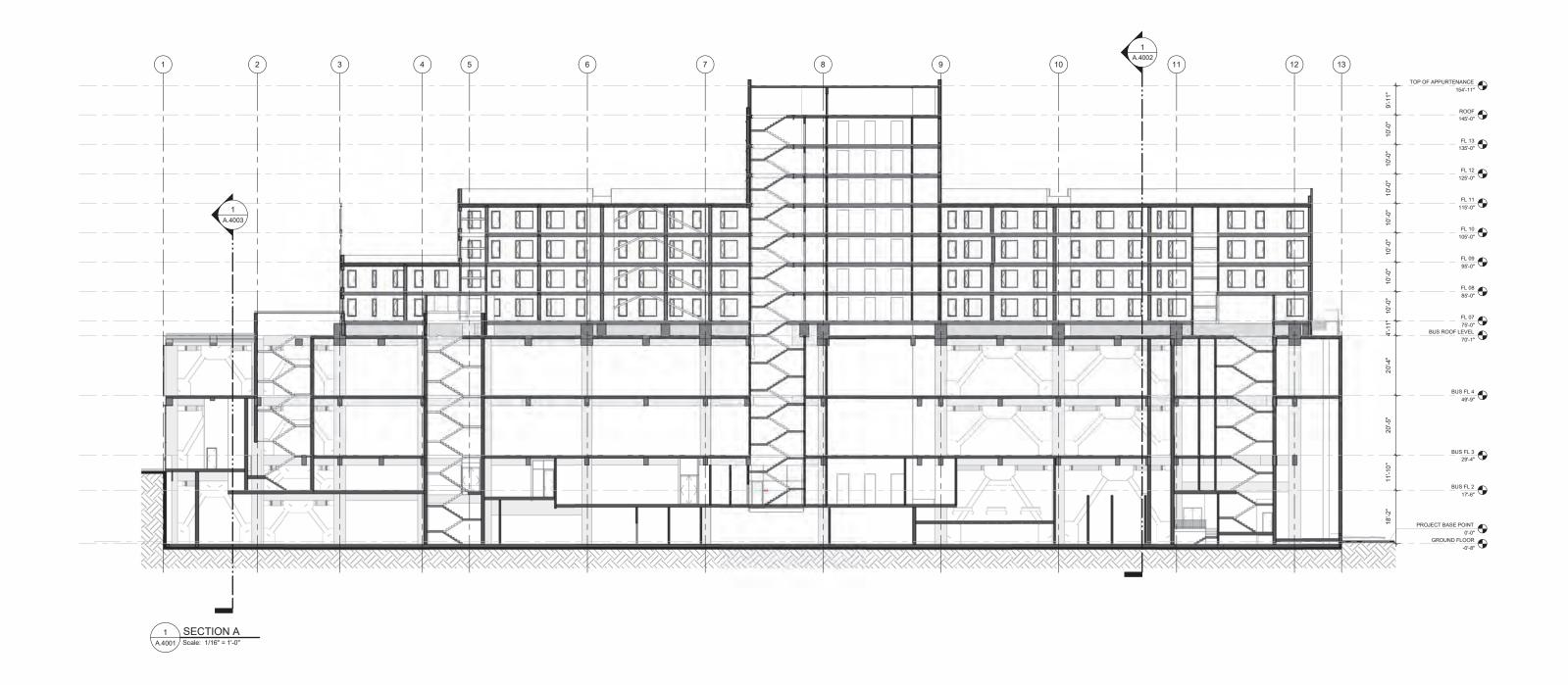
POTRERO YARD MODERNIZATION PROJECT

Issue: PRJ Date: 2023-12-21

Project No: **141440**

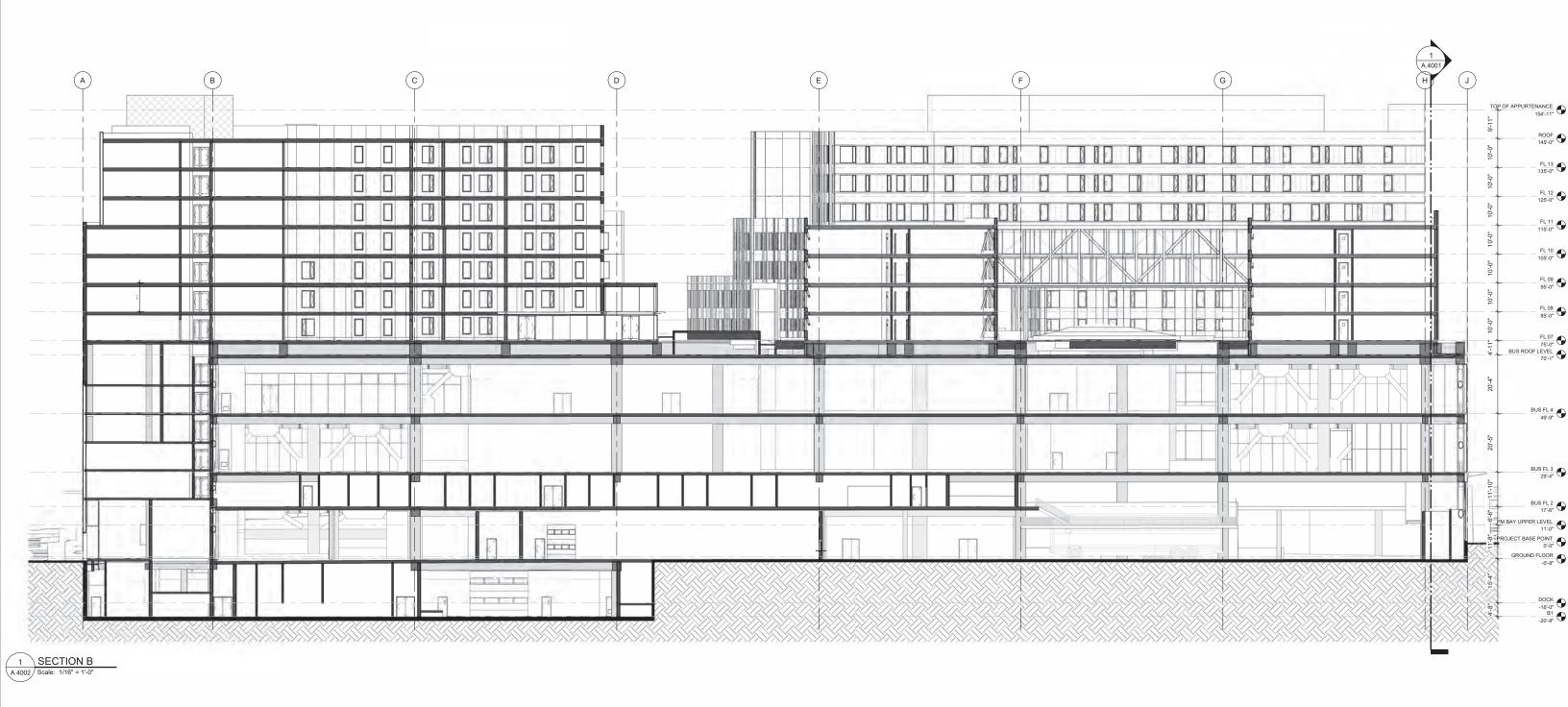
Scale:

BUILDING SECTIONS





BUILDING SECTIONS





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94104, San Francisco
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SFMTA

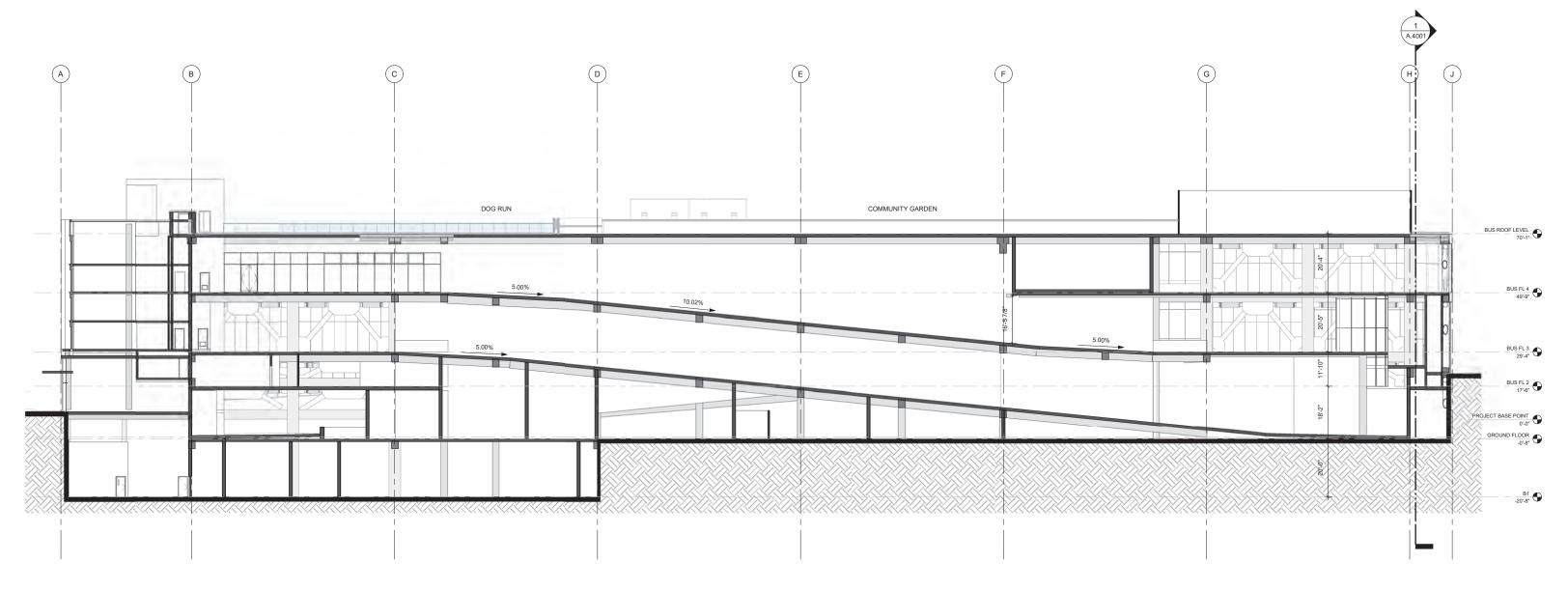
POTRERO YARD MODERNIZATION PROJECT

Issue: PRJ

Date: **2023-12-21**Project No: **141440**

Scale: 1/16" = 1'-0"

BUS RAMP SECTIONS



1 A.4003 Scale: 1/16" = 1'-0"



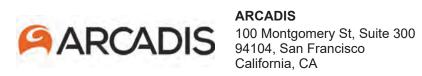
Issue: PRJ

Date: **2023-12-21**Project No: **141440**

Scale: 1/16" = 1'-0"

AERIAL VIEW





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POTRERO YARD MODERNIZATION PROJECT

Issue: PRJ

Date: 2023-12-21

Project No: **141440** Scale:

STREET VIEW - 17TH ST





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Issue: PRJ

Date: **2023-12-21**

Project No: **141440**

Scale:

STREET VIEW - BRYANT ST





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POTRERO YARD MODERNIZATION PROJECT

Issue: **PRJ**Date: **2023-12-21**

Project No: 141440

Scale:

STREET VIEW - MARIPOSA ST





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Issue: PRJ

Date: 2023-12-21

Project No: **141440**Scale:

STREET VIEW - HAMPSHIRE ST





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POTRERO YARD MODERNIZATION PROJECT

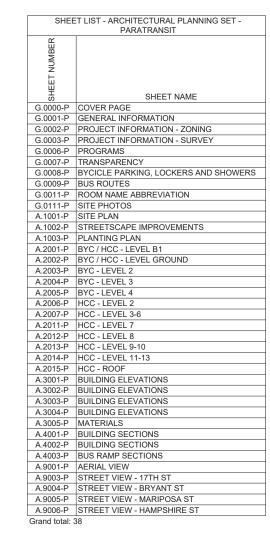
Issue: **PRJ**Date: **2023-12-21**

Project No: **141440**

oject No: **141** Scale:

COVER PAGE





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NABIH YOUSSEF
ASSO CIATES

NABIH YOUSSEF
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Los Angeles, California 90071
NAME: Michael Gemmil



Issue: PRJ

Date: **2024-01-03** Project No: **141440**

Scale: 12" = 1'-0"

GENERAL INFORMATION

NOT IN CONTRACT

ROUGH OPENING

SIM SIMILAR
SPECS SPECIFICATIONS
SQ M SQUARE METER
STOR STORAGE
STRUCT STRUCTURAL

TACK BOARDS THICK

REFLECTED CEILING PLAN

ON CENTER

ABBREVIATIONS

ACT ACOUSTICAL CEILING TILES ADMIN ADMINISTRATION JAN MAX JANITOR MAXIMUM ALUM ALUMINUM
BF BARRIER FREE
CR CARD READER MECHANICAL MINIMUM c/w CB CJ CG COMPLETE WITH NOT TO SCALE CATCH BASIN O.W.S.J. OPEN WEB STEEL JOIST P PROJECTOR CONTROL JOINT CORNER GUARD CL CENTER LINE
COMM COMMUNICATION PART PARTITION PLASTIC LAMINATE TYPE PART PARTITION
PL- PLASTIC LAMII
PREF PRE-FINISHED
PT PAINTED
R RADIUS
RO ROUGH OPEN
RCP REFLECTED C
RD ROOF DRAIN
REQ'D REQUIRED
PM POOM CONC CONCRETE
CT CERAMIC TILE
DIA DIAMETER PRE-FINISHED PAINTED DWGS DRAWINGS ELEC ELECTRICAL ELEV EQ ESL EXT ELEVATOR EQUAL ENGLISH AS SECOND LANGUAGE RM SG SA SS SIM ROOM SPANDREL GLAZING EXTERIOR FIRE RESISTANCE RATING SELF ADHERED STAINLESS STEEL FD FLOOR DRAIN
FL FLOOR
G/S GRADUATE STUDENT
GALV GALVANIZED

GUARDRAIL TYPE GYPSUM WALL BOARD

HOLLOW STRUCTURAL STEEL HANDRAIL TYPE

GR-GWB

Section Marker

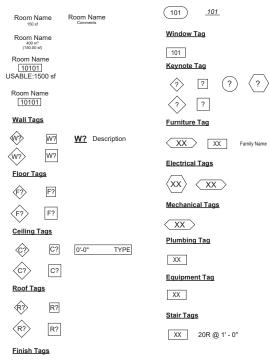
TYP UG U/S UNIV VG WB W/ WC WD TYPICAL UNDER GRADUATE UNDERSIDE UNIVERSITY WHITE BOARD WITH WASHROOM WOOD

Room & Unit Tags

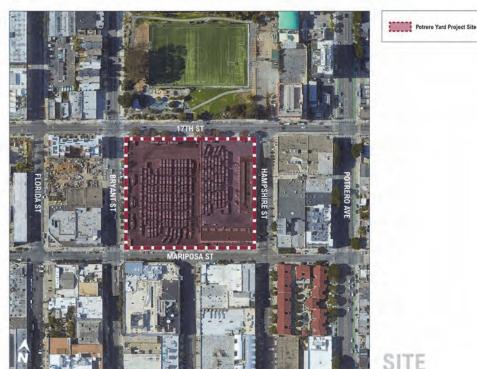
 $\langle \hat{i} \rangle$ $\langle \hat{i} \rangle$

Level (-00' 00" Level (-00' 00" DEFAULT(TYPED) Level (-00' 00") GEODETIC 20'-0" 10101 1 View Name W? 1 View Name A101 Scale: NTS **₹**? F? **Revision Tags** \propto €?> C?> Photo Reference Tags R? R?

Elevation Datum Marker



Door Tag





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SFMTA

POTRERO YARD MODERNIZATION PROJECT

Issue: PRJ

Date: 2024-01-03

Project No: 141440 Scale: As indicated G.0001-P

PROJECT INFORMATION - ZONING

| PROPERTY INFORMATION (FROM DEIR) | | |
|----------------------------------|--|--|
| Project Address: | 2500 Mariposa Street | |
| Cross Street(s): | Mariposa, Hampshire, Bryant, and 17th Streets | |
| Block /Lot No. | : 3971/001 | |
| Zoning District(s) | Public (P) Zoning District 65-X Height and Bulk District | |
| Plan Area | Mission Area Plan | |
| Site Area | 101 854 SF (4.4 Acres) | |

| Building and Site Characteristics | Proposed Project | DEIR (June 2021) | SF Planning / Zoning |
|---|-----------------------------|---------------------------------|----------------------|
| Transit Facility Podium Height (feet) | 70' - 1" | 75' | 3 7 7 |
| Number of Transit Facility Stories | 4 | 3 | |
| High-Rise Tower Height (feet) | Up to 145'-3" | Up to 150° | |
| Height Limit (NOTE A) | 150' | 150' | 65' (NOTE B) |
| Number of Joint Development Stories | Up to 12 | Up to 13 | |
| Excavation Depth | 20'; 142,230 cubic yards | 35 feet; 248,900 cubic yards | |
| Construction Duration | 49 months | 3 – 4 years | |
| FAR (Floor Area Ratio) (NOTE C) | 4.70 | 6.78 | No Limit |
| Building Construction Area | 901,072 gsf | 1,300,000 gsf | - |
| Enclosed Bus Facility | 734.246 gsf | 723,000 gsf | |
| Ramps & Circulation, Bus Storage and Senuce | 846 123 gst | 671.000 gs/ | |
| Administration and Common Area | 88.123 qsf | 52,000 ast | - |
| Residential | 163,940 gsf | 544,000 psf | ~ |
| Commercial | 2,886 gsf | 33,000 gsf | -2. |
| Residential Units | 104 units | 575 units | - |
| Studio | 13 units (13%) | 141 units (24%) | V |
| One-Bedroom | 23 units (22%) | 206 units (36%) | |
| Two-Bedroom | 39 units (38%) | 200 (mile 7400/1) | |
| Three-Bedroom | 28 units (27%) | 228 units (40%) | - |
| Manager Units | 1 units (1%) | 0 | × |
| Open Space | 8,514 gsf | 91,000 sf | × |
| Transportation and Circulation Features | Proposed Project | DEIR (June 2021) | SF Planning / Zoning |
| Maintenances Repair Bays | 18 | 18 | 200 |
| Vehicle Parking Spaces | 374 (NOTE D) | 310 | 0 (NOTE E) |
| Frolley Coaches (40 foot/60 foot) | 213 (53/160) | 213 (63/150) | - |
| Non-Revenue Vehicles (large/standard) | 161 (12/149) | 97 (8/89) | * X * |
| SFMTA Staff | 0 | 0 | |
| Residential | 0 | 0 | |
| oading Supply | 296 curb feet (5/2) | 160 curb feet (3/2) | 0 |
| Commercial (On-Street/Off-Street) | 40 curb feet (1/2) | 40 curb feet (1/2) | P. |
| Passenger (On-Street/Off-Street) | 156 curb feet (2/0) | 120 curb feet (3/0) | 7 |
| On-Street Parking Spaces Removed Along Adjacent Streets | 75 | 48 | |
| Bicycle Parking Spaces (NOTE F) | 0 | 773 | 220 (191/29) |
| Commercial (Class 1/Class 2) | 0 | 736 | 6 (2/4) |
| Residencial (Class 1/Class 2) | -0 | 37 | 214 (189/25) |

NOTE A: HEIGHT LIMITS: MEASUREMENT

Per RFP Addendum No. 5 "Potrero Yard RFP Part III_Division 2 Design Guidelines_6-8-21". "Building heights shall be measured from the midpoint of the Mariposa Street property boundary. Refer to the San Francisco Planning Code for allowable equipment, appurtenances and pertitiouse height exceptions." Per City of San Francisco Planning Code SEC. 260. a.2. "The upper point to which such measurement shall be taken shall be the highest point on the finished roof in the case of a flat roof, and the average height of the rise in the case of a pitched or stepped roof, or similarly sculptured roof form, or any higher point of a feature not exampted under Subsection (b) below."

Per City of San Francisco Planning Code SEC, 260 b:

(1)* The following features shall be exempt provided the limitations indicated for each are observed; and provided further that the sum of the horizontal areas of all features listed in this subsection (b)(1) shall not exceed 20% of the horizontal area of the roof above which they are situated. Any such sum of 20% heretofore described may be increased to 30% by unroofed screening designed either to obscure the features listed under (A) and (B) below or to provide a more balanced and graceful silhouette for the top of the building or structure.

(A) Mechanical equipment and appurtenances necessary to the operation or maintenance of the building or structure itself, including chimneys, ventilators, plumbing vent stacks, cooling towers, water tanks, panels or devices for the collection of solar or wind energy, and window-washing equipment, together with visual screening for any such features. This exemption shall be limited to the top 10 feet of such features where the height limit is 65 feet or less, and the top 16 feet of such features where the height limit is more than 65 feet.

the height limit is more than 65 feet.

(8) Elevator, stair and mechanical penthouses, fire lowers, skylights and dormer windows. This exemption shall be limited to the top 10 feet of such features where the height limit is 65 feet or less, and the top 16 feet of such features where the height limit is more than 65 feet. However, for elevator penthouses, the exemption shall be limited to the top 16 feet and limited to the footprint of the elevator shaft, regardless of the height limit of the building.

(2) The following features shall be exempt, without regard to their horizontal area, provided the limitations indicated for each are observed:

(A) Railings, parapets and catwalks, with a maximum height of four feet.

(B) Open railings, catwalks and fire escapes required by law, wherever situated

(C) Unroofed recreation facilities with open fencing, including tennis and basketball courts at roof level, swimming pools with a maximum height of four feet and play equipment with a maximum height of 10 feet. (D) Unenclosed seating areas limited to tables, chairs and benches, and related windscreens, lattices and sunshades with a maximum height of 10 feet.

(E) Landscaping, with a maximum height of four feet for all features other than plant materials.

NOTE B: HEIGHT LIMITS: MAXIMUM

See 'REQUIRED ACTIONS BY THE SAN FRANCISCO PLANNING COMMISSION', regarding requirement for a Special Use District (SUD) to change the height and bulk designation from 65X to a designation that accommodates heights to a maximum 150 feet.

NOTE C: MAXIMUM FLOOR AREA RATIO

Although P and PDR zoning districts do not have basic floor area ratio limits, the adjacent UMU-zoned parcels have basic floor area ratio limits of either 4.0 to 1 or 5.0 to 1, for non-residential mixed uses.

NOTE D: REQUIRED OFF-STREET PARKING SPACES

Per RFP Addendum No. 12: Table 2.B — 2030 Program Vehicle Summary found in Section 2 of RFP Part III Technical Requirements Division 3: Design Criteria

Document will be amended to reflect an additional 66 spaces (total of 84) for stantilard non-revenue vehicles (NRV). Note that the newly added asteriak below the table states that an estimated 10 to 20 NRV spaces may be considered for Transportation Demand Management programming for the Bus Yard Component. The Total* value in this table is amended to be 370, reflecting the additional 66 spaces for standard non-revenue vehicles. This change will be reflected in RFP Part III Technical Requirements Division 3: Design Criteria Document and issued in a forthcoming Addendum to the RFP.

NOTE E: REQUIRED OFF-STREET PARKING SPACES

None required for any proposed use, per City of San Francisco Planning Code SEC, 151

NOTE F: REQUIRED OFF-STREET BICYCLE PARKING SPACES

Per City of San Francisco Planning Code SEC: 155.2: Residential uses: Senior housing: 1 Class 1 parking per every 10 units, 2 Class 2 spaces for every 50 units; Other housing: 100 Class 1 spaces plus one Class 1 space

for every four Dwelling Units over 100, 1 Class 2 per 20 units.

Commercial uses: 1 Class 1 space for every 7,500 square feet of Occupied Floor Area, 1 Class 2 space for every 2,500 sq. ft. of Occupied Floor Area but minimum 2

Classes 1 and 2 per City of San Francisco Planning Code SEC: 155.1

REQUIRED ACTIONS BY THE SAN FRANCISCO PLANNING COMMISSION (FROM DEIR)

Adoption of Findings of Consistency with the general plan and priority policies of planning code section 101.1 ommendation to the San Francisco Board of Supervisors (board of supervisors) to amend the general plan, including but not limited to the Mission Area Plan and

the Urban Design Element.

Recommendation to the board of supervisors to amend the planning code and zoning maps by 1) establishing a Special Use District (SUD) to accommodate resides and commercial uses and to designate the boundaries of the SUD; (2) maintaining the underlying zoning from P (Public); and (3) changing the height and bulk designation from 65X to a designation that eccommodates heights to a maximum 150 feet

Approval either through a Conditional Use authorization under planning code section 303, Large Project authorization under planning code section 329, or similar project authorization pursuant to the SUD

| REGULATORY FRAMEWORK (FROM DEIR) | |
|--|---|
| SAN FRANCISCO GENERAL PLAN | |
| Recreation and Open Space Element (ROSE) | Policy 1.9 in the general plan: Solar access to public open space should be protected. (No shadows on Properties under the jurisdiction of the Recreation and Park Department, is the park across the street from the Project. |
| Urban Design Element | Policy 3,4 in the general plan: Promotion of building forms that will respect and improve the integrity of open spaces and other public areas. |
| Mission Area Plan | Objective 5.3: Creation of a network of "Green Connector" streets in the Mission District, including 17th Street, that connect open spaces and improve walkability, aesthetics, and ecological sustainability of the Mission. |
| | Policy 5.3.7: Mission Public Realm Plan with detail the differing design needs of different types of streets in the Mission. |
| | Policy 3.1.2: Design of new, mixed-use infill development in the Northeast Mission Industrial Zone should strengthen the area's industrial character through appropriate materials, massing, and |
| | Policy 3.1.12: Requires height limits and upper-story setbacks along allay frontages to maintain adequate light and air to sidewalks |
| SAN FRANCISCO PLANNING CODE | |
| Section 101.1 | Priority Policy No. 8 calls for the protection of parks and open space and their access to sunlight and vistas. The City is required to find that the proposed project or legislation would be consistent with the Priority Policies. |
| Section 147 | Establishes additional design guidelines for new buildings and additions in C-3 Downtown Commercial, South of Market Mixed Use, and Eastern Neighborhoods Mixed Use Districts where th height exceeds 50 feet. It requires such projects to be shaped to minimize shadow on public plazas and other publicly accessible spaces other than those protected under planning code section 295 (described below). (Doesn't seem to affect our current land-use) |
| Section 295 | Prohibits the approval of "any structure that would cast any shade or shadow upon any property under the jurisdiction of, or designated for acquisition by, the Recreation and Park Commission, unless the San Francisco Planning Commission (planning commission), the recreation and park commission, has found that the shadows cast by a proposed project would not have an adverse impact on the use of the property. Section 295 does not apply to structures that do not exceed 40 feet in height. The period analyzed is from the first hour after survise until the last hour before sunset. Note: "The planning commission and the recreation and park commission there not established analysished the commission that we had the property of the |

| Authority Having Jurisdiction: | City and County of San Francisco |
|--------------------------------|--|
| Zoning Code: | San Francisco Administrative Code (Planning Code) |
| Applicable Codes (Adopted): | ASHRAE: 62.1, 90.1, 189.1 California Building Standards Code (with local amendments) California Electrical Code (with local amendments) California Electrical Code (with local amendments) California Existing Building Code (with local amendments) California Fire Code (with local amendments) California Fire Code (with local amendments) California Mischanical Suliding Code (with local amendments) California Mechanical Code (with local amendments) California Mechanical Code (with local amendments) California Plumbing Code (with local amendments) California Reference Standards Code (with local amendments) Department of Justice ADA Standards for Accessible Design NFPA Codes- 13, 30, 30A, 33, 88A, 110, 111, 704, 720 San Francisco Code Amendments, State Amendments, Ordinances, and Law |
| Decupancy Group: | S-2, B, R-2, M |

| CONSTRUCTION TYPE/ HEIGHT & AR | EA (SEE ICC TABLE 503; ICC TABLE 504.3) (FROM RFP Part III_Division 3) |
|--------------------------------|---|
| Type I-B Max. | 150'-0"/_Floors @_sf ea. Per ICC 2016; 85' per San Francisto Municipal Code |
| Fire Protection: | Sprinkler System |

| Structural Frame Including Columns, Joists, & Girders | Supporting Floors - 2 hours / Supporting Roof ONLY - 1 hour |
|--|---|
| Bearing Walls Exterior | (per ICC Table 602) - 2 hours |
| Bearing Walls Interior | Supporting Floors - 2 hours / Supporting Roof ONLY - 1 hour |
| Non-Bearing Walls & Partitions Exterior | (per ICC Table 602) - 1 hour |
| Floor Construction Including Supporting Beams & Joists | 2 hours |
| Roof Construction Including Supporting Beams & Joists | 2 hours |

| | Partitions | Openings | |
|---|------------|----------|--|
| Occupancy Separation between (S-2, Bus Repair Garage) & (B, Training Area, Operations) | 2 hours | | |
| Occupancy Separation between (S-2, Bus Repair Garage). & (R-2, Residential T.O.D.) | 2 hours | | |
| Exit Passageways | 1 hour | 1 hour | |
| Exit Enclosures | 1 hour | 1 hour | |
| Vertical Shafts (for 14 stories, 144 feet, 0 inch total height) | 1 hour | 1 hour | |

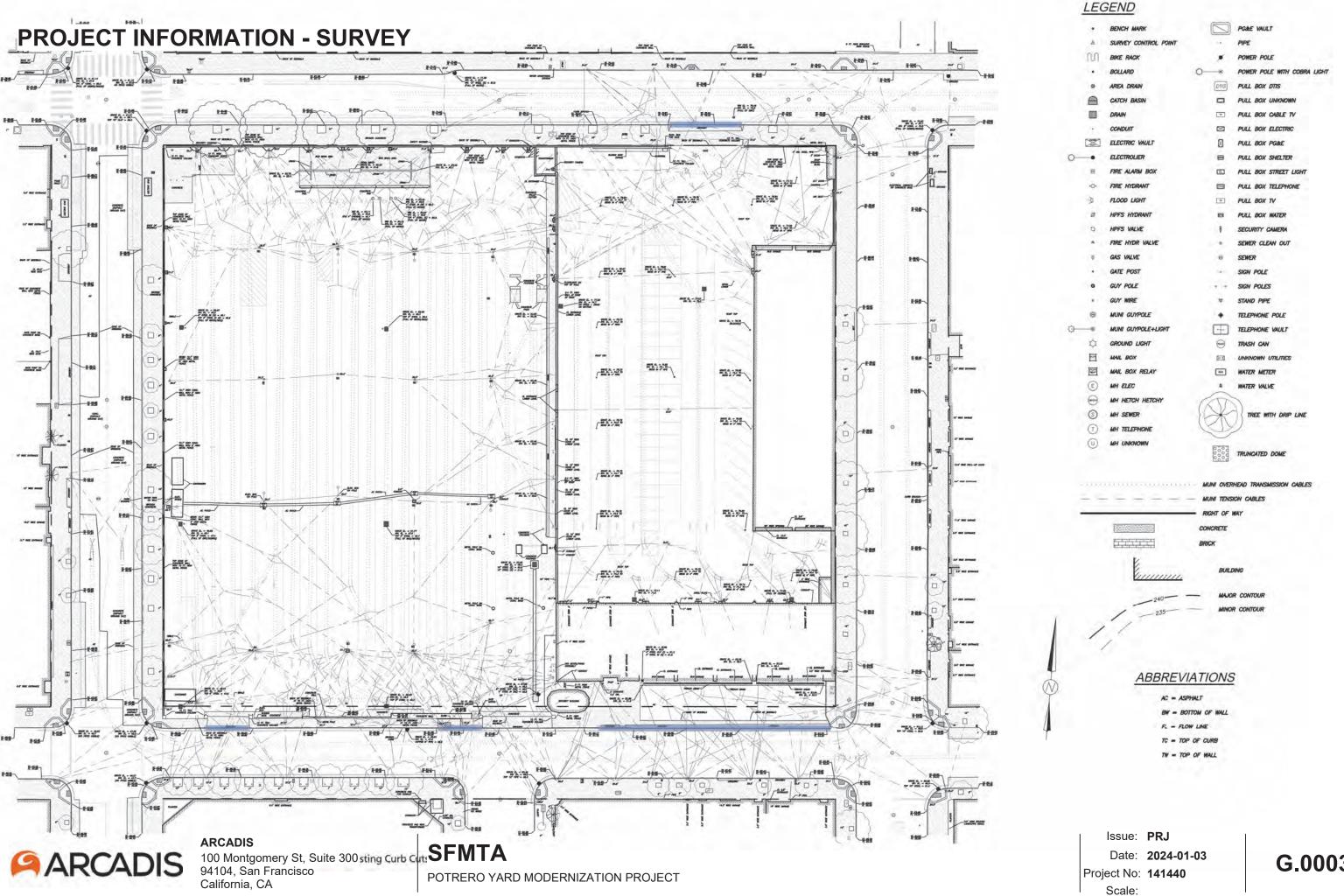
| R WALL AND CEILING FINISH REQUIREMENT RFP Part III_Division 3) | ITS BY OCCUPANCY (SPRINKLERED BUILD | ING), FOR TYPE I -B CON | STRUCTION (ICC TABLE 803. |
|--|-------------------------------------|-------------------------|----------------------------|
| OCCUPANCY GROUP | EXIT ENCLOSURES & EXIT PASSAGEWAYS | CORRIDORS | ROOMS & ENCLOSED SPACES |
| S-2 | Class C | Class C | Class C |
| В | Class B | Class C | Class C |
| R-2 | Class C | Class C | Class C |



Issue: PRJ

Date: 2024-01-03

Project No: **141440** Scale:



G.0003-P

PROGRAMS

GENERAL PROGRAMS

| Landuse Summary | (sf) |
|-------------------|---------|
| HCC | 163,940 |
| BYC Facility | 646,123 |
| BYC Admin. | 88,123 |
| Usable Open Space | 2,843 |

| Dwelling Units - Affordable | 104 |
|---------------------------------------|-----|
| Dwelling Units - Workforce Housing | 0 |
| Total Units | 104 |

| Numbers of Building | 1 |
|---------------------|----|
| Numbers of Levels | 13 |

UNIT BREAKDOWN

| Į. | | | | | | | | | L | NIT BRE | EAKDOWN (| COUNT) | | | | | | | | | |
|-------------------|---------------------|--------|--------|--------|-----------------------|--------|--------|-----------------------|--------|---------|------------|--------|--------|--------|-------|------------|----------|----------|--------|-------|-------|
| LEVEL | FAMILY (BRYANT BAR) | | | F | FAMILY (PODIUM NORTH) | | | FAMILY (PODIUM SOUTH) | | | WORKFORCE | | | | TOTAL | | | | | | |
| | STUDIO | 1B/1ba | 2B/1ba | 38/2ba | TOTAL | STUDIO | 1B/1ba | 2B/1ba | 3B/2ba | TOTAL | STUDIO/1ba | 1B/1ba | 2B/1ba | 3Bi2ba | TOTAL | STUDIO/1ba | 1B/1ba | 2B/2ba | 3B/2ba | TOTAL | 1 9/1 |
| ROOF | | | | | | | | | | - | | - | | | | | | | | | |
| 13 | 2 | 0 | 1 | 2 | 5 | | | | 1 | | | | 11 11 | 1 1 | | | | | | | 5 |
| 12 | 2 | 0 | 1 | 2 | 5 | | | | | | | | | | | | 1 / | | 1 7 | | 5 |
| 11 | 2 | 0 | 1 | 2 | 5 | | | | | | | | | | | | 1 7 | | 1 7 | | 5 |
| 10 | 2 | 1 | 4 | 2 | 9 | | | | | | | | | | | | 1 7 | | 1 7 | | 9 |
| 9 | 2 | 1 | 4 | 2 | .9 | | | | | | | | | | | | 1 / | | 1 7 | | 9 |
| 8 | 2 | 1 | 4 | 2 | 9 | | | | | | | | | | | | | | | | 9 |
| 7 | 1 | 1 1 | 4 | 2 | 8 | | | | | | | | | | | | | | | | 8 |
| 6 | | 4 | 4 | 3 | 17 | | | | | | | | | | | | | | | | 111 |
| 5 I | | 4 | 4 | 3 | 1) | | | | | | | | | | | | | | | | 11 |
| 4 | | 4 | 4 | 3 | 13 | | | | | | | | | | | | | | | | 44 |
| 3 | | 4 2 | 1 4 | 2 | 9 | | | | | | | | | | | | | | | | 0 |
| 4 | | 3 | - | - 4 | - 2 | | | | | | | | | | | | | | | | - |
| В1 | | | | | | | | - | | | | | | | | - | | | | | |
| TOTAL | 13 | 23 | 39 | 28 | 103 | -0 | 0 | 0 | 0. | 0 | a | 0 | 0 | 0. | 0 | O - | 0 | .0 | 0 | 0 | 103 |
| Manager's unit | | | .1 | | 1 | 1 | - | | | | | | | | | _ | \vdash | \vdash | | | 1 |
| THE PARTY OF MAIL | | | _ | | | | | _ | | | | | _ | | | | | | - | _ | - |

| | OVERALL UNIT BREAKDOWN | | | | | | | | | |
|-------|------------------------|-----|-----|-----|-------|--|--|--|--|--|
| | STUDIO | 18 | 2B | 38 | TOTAL | | | | | |
| COUNT | 13 | 23 | 40 | 28 | 104 | | | | | |
| 1/4 | 13% | 22% | 38% | 27W | 100% | | | | | |

TOTAL BEDROOMS 200

| | ACCESIB | ACCESIBLE UNIT BREAKDOWN | | | | | | | | |
|-----------|---------|--------------------------|-----|-----|-------|--|--|--|--|--|
| | STUDIO | 18 | 28 | 38 | TOTAL | | | | | |
| MOBILITY | . 1 | 2 | . 2 | 2 | 7 | | | | | |
| % OF ALL | 1% | 2% | 2% | 2% | 7% | | | | | |
| ADAPTIBLE | 12 | 21 | 38 | 26 | 97 | | | | | |
| % OF ALL | 12% | 20% | 37% | 25% | 93% | | | | | |

AREA BREAKDOWN

| | | | GROSS BUILDING AREA (SF) | | | | | | | DEDUCTIONS FOR EX | EMPTION PER SEC 102 | | | | |
|-------------|--------------|--------------------------|--------------------------|--|----------|-------------|----------------------------|----------|---------------------------|---|---|----------------------------------|--|------------|---------------------------|
| LEVEL | HEIGHT ABOVE | FLOOR TO FLOOR HEIGHT | BUS MAINTENANCE | BUS ADMIN | OFFICE | RESIDENTIAL | RESIDENTIAL AMENITY/COMMON | RETAL. | TOTAL GROSS FLOOR AREA | Basement Area per 102,9 (b) 1 (storage and maintenance) | MEP / BOH Building Services 102.9 (b) (3) & (4) | Bicycle Parking 102,9 (b) (8) | Residential Elevator shaft on nonresidential floors 102,9 (b) (11) | | TOTAL OCCUPIED FLOOR AREA |
| OVERRUN | 155'-2" | | | | | | | | | | 910 SF | | | | |
| ROOF | 145'-3" | | | | 1 | | 1 | | | | 20,636 SF | | | | |
| 13 | 135'-2" | 10' | | | | 7.135 SF | | | 7,135 SF | | | | 4 | 7,135 SF | 6,873 SF |
| 12 | 125'-1" | 10" | | | | 7,135 SF | 1 | | 7,135 SF | | | | | 7,135 SF | 6,873 SF |
| 11 | 115'-0" | 10" | | | | 7,135 SF | | | 7,135 SF | | | | The state of the s | 7,135 SF | 6,873 SF |
| 10 | 104-11" | 10' | | | | 10,944 SF | | | 10,944 SF | | | | | 10,944 SF | 10,682 SF |
| 9 | 94'10" | 10" | | | | 10,944 SF | 1 | | 10,944 SF | | | | | 10.944 SF | 10,682 SF |
| 8 | 84'-9" | 10" | | The state of the s | | 10.944 SF | | | 10,944 SF | | | | | 10,944 SF | 10,682 SF |
| 7 | 74'-8" | 10' | 7,922 SF | 15,887 SF | | 10,406 SF | 538 SF | | 34,753 SF | | | | | 34,753 SF | 24,802 SF |
| 6 | 59'-10" | 15'-2" | | | | 15,967 SF | 1 | | 15,967 SF | | | | | 15,967 SF | 15,705 SF |
| 5 | 50'-0" | 9'-10" | | | | 15,967 SF | | | 15,967 SF | | | | 7 7.72 | 15,967 SF | 15,705 SF |
| BUS 4 | 49'-9" | 20'-4" | 172,257 SF | | | | 316 SF | | 172,573 SF | 10 | | | 316 SF | 172,257 SF | 9,415 SF |
| 4 | 40'-2" | 9'-10" | | | | 15,967 SF | | | 15,967 SF | | | | 1 | 15,967 SF | 15,705 SF |
| 3 | 30'-4" | 9'-10" | | | | 15,967 SF | | | 15,967 SF | | | | 1 1 | 15,967 SF | 15,705 SF |
| BUS 3 | 29'-4" | 20'-5" | 172,737 SF | | | | 316 SF | | 173,053 SF | | | | 316 SF | 172,737 SF | 9,415 SF |
| 2 | 20'-6" | 9'-10" | | | | 13,971 SF | | | 13.971 SF | 11 | | | | 13,971 SF | 13,709 SF |
| BUS 2 | 17'-6" | 11'-10" | 44,563 SF | 54,158 SF | | 3,333 SF | | 839 SF | 102,893 SF | | 12,466 SF | | | 90,427 SF | 79,636 SF |
| GROUND | -8" | 18'-2" | 154,170 SF | 18,078 SF | 2,061 SF | 4,560 SF | 5,459 SF | 2,047 SF | 186,375 SF | | 734 SF | 1,778 SF | | 183,863 SF | 34,077 SF |
| B1 | -20'-8" | 20'-0" | 94,474 SF | | | 4,875 SF | | | 99,349 SF | 1,692 SF | 20,319 SF | 303 SF | 1 | 77,035 SF | 12,414 SF |
| GRAND TOTAL | S | | 646,123 SF | 88,123 SF | 2,061 SF | 155,250 SF | 6,629 SF | 2,886 SF | 901,072 SF | 1,692 SF | 55,065 SF | 2,081 SF | 632 SF | 863,148 SF | 298,953 SF |

OPEN SPACE BREAKDOWN

| Area Schedule - Open Space - By Area - Paratransit | | | | | | | |
|--|-------|------|--|--|--|--|--|
| Name | Level | Area | | | | | |

| BYC | | |
|------------|----------|----------|
| OPEN SPACE | BUS FL 2 | 1,044 SF |
| OPEN SPACE | BUS FL 4 | 900 SF |
| BYC | | 1,945 SF |

| HCC | | |
|----------------|-------|----------|
| HCC OPEN SPACE | FL 07 | 2,090 SF |
| HCC OPEN SPACE | FL 07 | 973 SF |
| HCC OPEN SPACE | FL 11 | 3,506 SF |
| HCC | | 6,569 SF |
| Grand total | | 8,514 SF |

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SFMTAPOTRERO YARD MODERNIZATION PROJECT

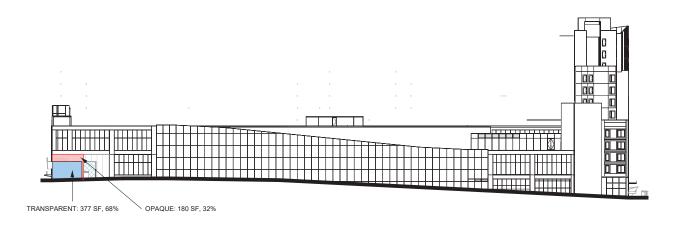
Issue: PRJ

Date: 2024-01-03

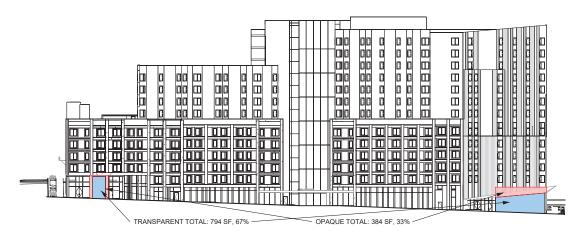
Project No: **141440**

Scale:

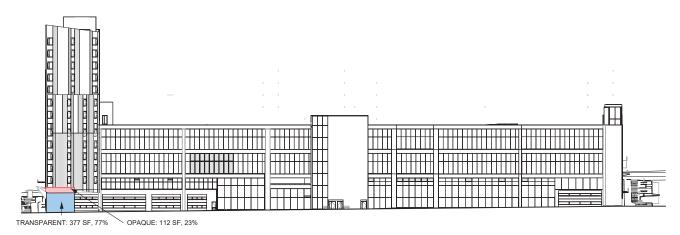
TRANSPARENCY



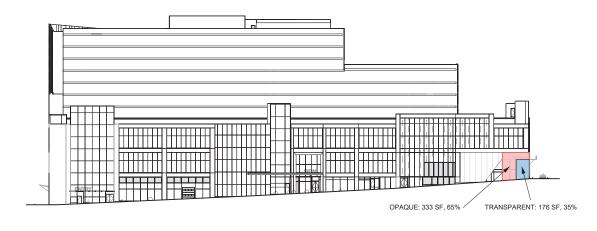
1 ELEVATION - NORTH - TRANSPARENCY - PARATRANSIT



2 ELEVATION - WEST - TRANSPARENCY - PARATRANSIT



3 ELEVATION - SOUTH - TRANSPARENCY - PARATRANSIT G.0007-P Scale: 1" = 40'-0"



4 ELEVATION - EAST - TRANSPARENCY - PARATRANSIT (5.0007-P' Scale: 1" = 40'-0"

| OPAQUE |
|-------------|
| TRANSPARENT |

| | TOTAL AREA | % |
|-------------|------------|-----|
| OPAQUE | 1,009 SF | 37% |
| TRANSPARENT | 1,724 SF | 63% |
| | 2,733 SF | |

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Date: **2024-01-03**Project No: **141440**

Scale: 1" = 40'-0"

G.0007-P

BYCICLE PARKING, LOCKERS AND SHOWERS

BIKE AND STORAGE SUMMARY

| | BIKES PER UNIT/AREA | RESIDENTIAL UNITS | RETAIL/OFFICE/ INDUSTRIAL AREA (SF) | REQUIRED BIKE STORAGE | PROVIDED IN |
|--|---|-------------------|--|--------------------------|-------------|
| RESIDENTIAL REQUIREMENT (WORKFORCE) | 100 GLASS 1 SPACES + 1 GLASS 1 SPACE FOR EVERY 4 DWELLING UNITS ABOVE 100 UNITS | 7 | | | |
| RESIDENTIAL REQUIREMENT (AFFORDABLE) | 100 CLASS 1 SPACES + 1 CLASS 1 SPACE FOR EVERY 4 DWELLING UNITS ABOVE 100 UNITS | 103 | | 101 | 140 |
| RETAIL REQUIREMENT | 1 CLASS 1 SPACE FOR EVERY 7,500 SF OF DCCUPIED FLOOR AREA | 1 | 3,500 | | 771 |
| OFFICE REQUIREMENT | 1 CLASS 1 SPACE FOR EVERY 5,000 SF OF DICCUPIED FLOOR AREA | | 26,746 | 6 | ì |
| INDUSTRIAL REQUIREMENT | 1 CLASS 1 SPACE FOR EVERY 12,000 SF OF CCCUPIED FLOOR AREA, EXCEPT NOT LESS THAN TWO CLASS 1 APACES FOR ANY USE LARGER THAN 5000 SF | | 74,450 | 7 | 4 |
| REQUIREMENT | JAPACES FOR ANY USE LARGER THAN 5000 SF | - | 74,450 | 114 | |

| | | FORAGE PROVIS | | |
|--------------------|----------------------------|----------------------|----------------------------|-------------|
| CLASS 1@B1, GR | TOUND FLOOR, AND FLOT WORK | FORCE HOUSING BIKE | STORAGE ROOM | MS |
| TYPE | AMOUNT | | # BIKES PER RACK | TOTAL BIKES |
| SMOVE | | 10 | | >0 |
| DERO DUPLEX | | ás ás | 4 | 164 |
| VERTICAL BIKE LIFE | | 0 | | - 0 |
| | | | PROVIDED | 164 |
| CLASS II @ GROU | ND LEVEL | | | |
| TYPE | AMOUNT | | # BIKES PER RACK | TOTAL BIKES |
| SINGLE | | 28 | | 38 |
| DOUBLE STACKED | | 0 | 2 | 0 |
| | | | TOTAL CLASS II PROVIDED | 35 |

| | BIKES PER UNIT/AREA | RESIDENTIAL | RETAIL/INDUSTRIAL AREA (SF) | REQUIRED BIKE STORAGE | PROVIDED IN |
|--|---|-------------|--------------------------------|--------------------------|-------------|
| RESIDENTIAL REQUIREMENT (WORKFORCE) | (CLASS 2 SPACE / 20 DWELLING UNITS | | | | |
| RESIDENTIAL REQUIREMENT (AFFORDABLE) | 1 CLASS 3 SHACE / 30 DWFILING UNITS | 103 | | 6 | |
| RETAIL REQUIREMENT | 1 CLASS 2 SPACE FOR EVERY 2,500 SF OF OCCUPIED FLOOR AREA | | 3,500 | 2 | |
| OFFICE REQUIREMENT | MINIMUM 2 STACES FOR PART OF FICE OSE GREATER THAN 5,000 SF OF OCCUPIED FLOOR AREA, AND 1 CLASS 2 SPACE FOR EACH ADDITIONAL 50,000 OCCUPIED SF | | - | 2 | |
| INDUSTRIAL REQUIREMENT | FOUR CLASS 2 SPACES FOR ANY USE LARGER THAN 50,000 SF | | >50,000 | 4 | |
| REQUIREMENT | | - | >50,000 | 14 | 35 |

SHOWERS AND LOCKERS SUMMARY

| LOCKER AND SHOWER REQUIREMENTS PER SFMC SECTION 155.4 | | | | | | | |
|---|--|-------------|----------|-------------|--|--|--|
| | UNITS PER AREA | AREA | REQUIRED | PROVIDED IN | | | |
| LOCKER REQUIREMENTS | 24 GLOTHES LOCKERS ARE REQUIRED WHERE OCCUPIED FLOOR AREA EXCEEDS 50,000 SQUARE FEET | >50000 aqft | 24 | 402 | | | |
| SHOWER REQUIREMENTS | FOUR SHOWERS ARE REQUIRED WHERE OCCUPIED FLOOR AREA EXCEEDS 50,000 SQUARE FEET | >50000 sqft | 4 | 25 | | | |

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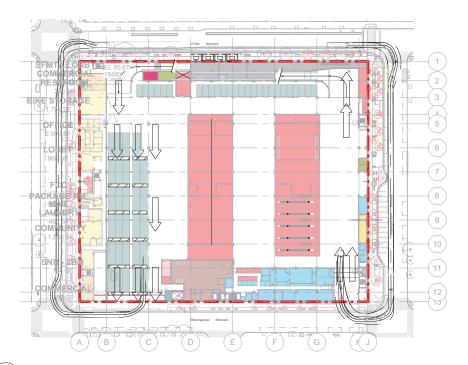
SFMTA POTRERO YARD MODERNIZATION PROJECT Issue: PRJ

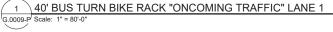
Date: 2024-01-03

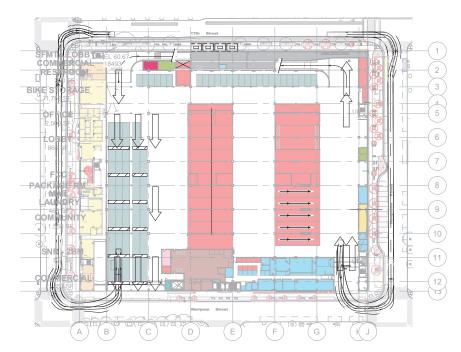
Project No: **141440**

Scale:

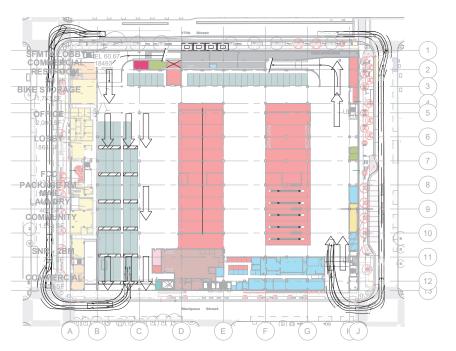
BUS ROUTES



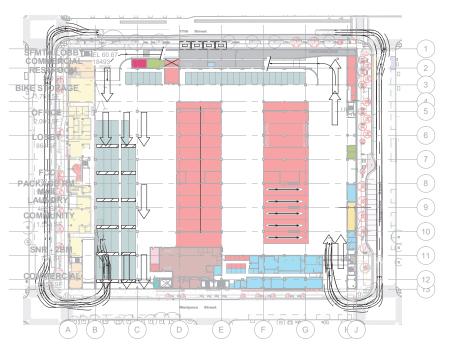




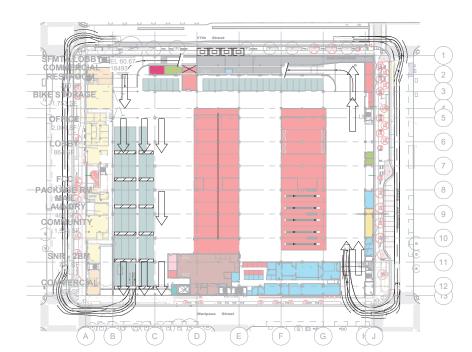
4) 40' BUS TURN BIKE RACK "ONCOMING TRAFFIC" LANE 4



2 40' BUS TURN BIKE RACK "ONCOMING TRAFFIC" LANE 2



5 40' BUS TURN BIKE RACK "ONCOMING TRAFFIC" LANE 10



3 40' BUS TURN BIKE RACK "ONCOMING TRAFFIC" LANE 3

SITE PHOTOS



VIEW ON BUS YARD



VIEW TO 17TH ST. AND BRYANT ST. FROM WEST



VIEW TO MARISPOSA ST. AND HAMPSHIRE ST. FROM SOUTHWAST



VIEW TO BUS YARD FROM BRYANT ST.



VIEW TO 17TH ST. SIDEWALK FROM EAST



VIEW TO 17TH ST. AND BRYANT ST. FROM NORTHWEST

IBI GROUP
75 East Santa Clara Street, #100
San Jose, CA 95113, USA
tel 408 924 0811 fax 408 924 0844
ibigroup.com

POTRERO YARD MODERNIZATION PROJECT

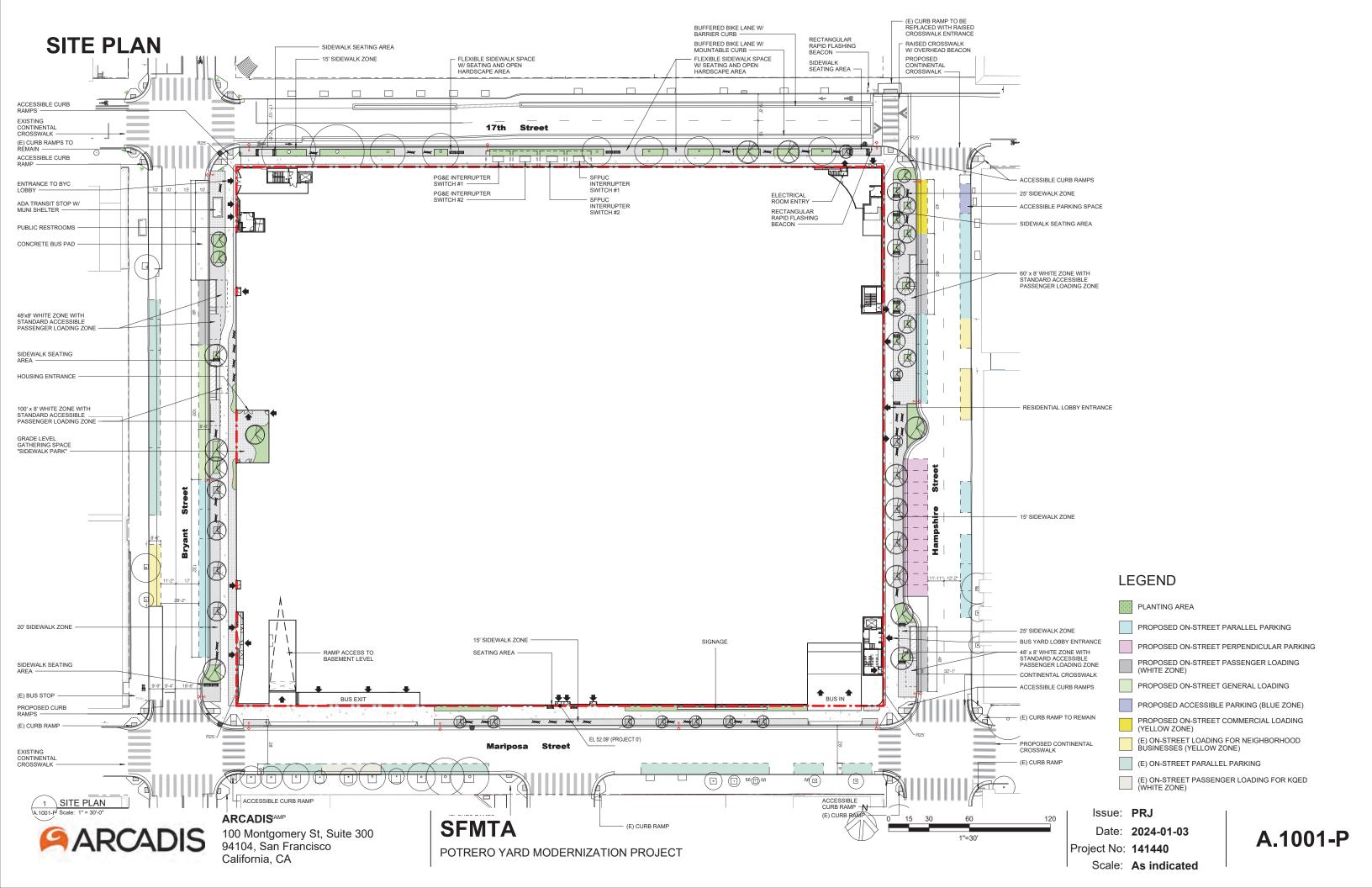
Issue: PRJ

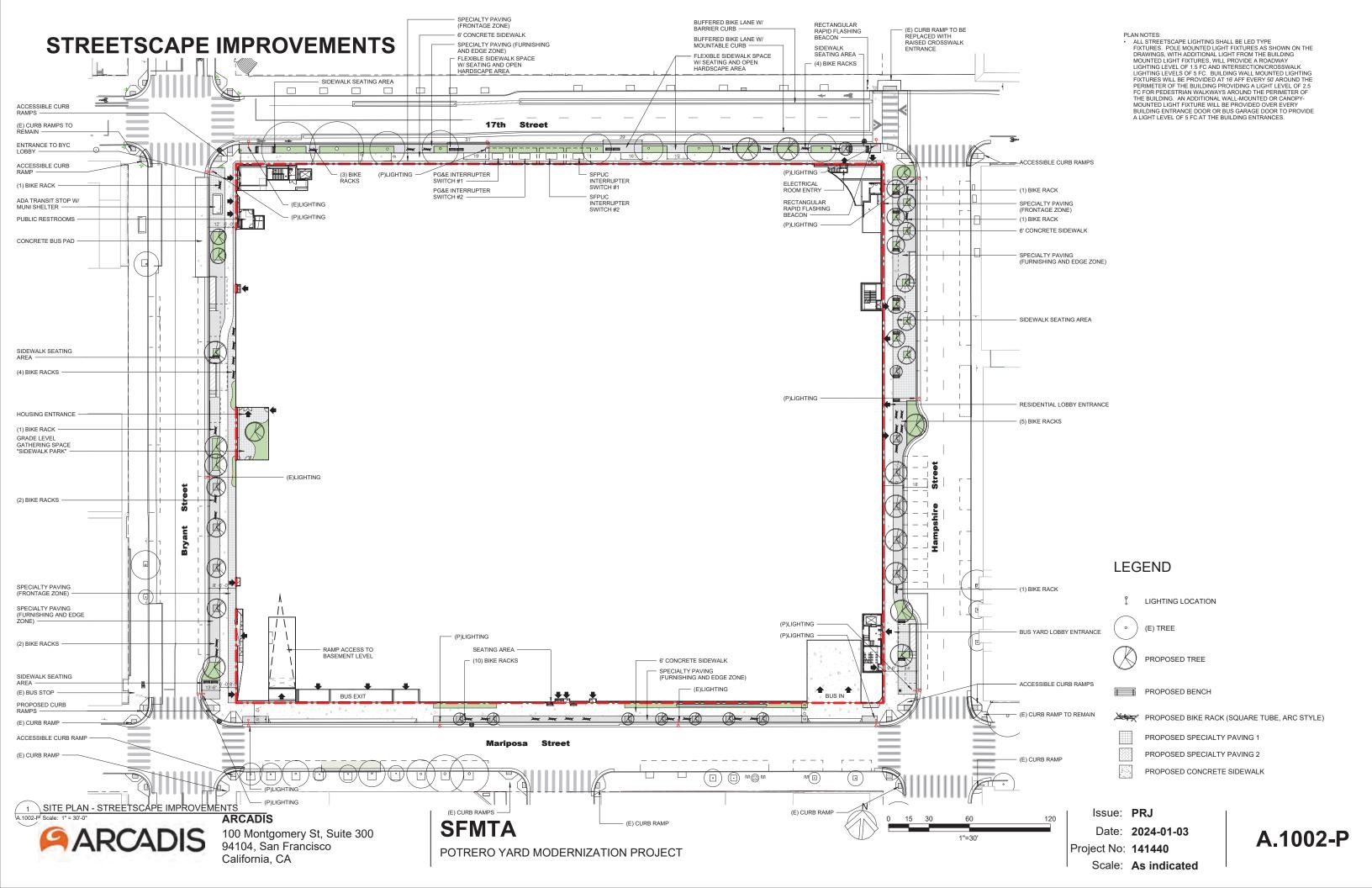
Date: 2024-01-03

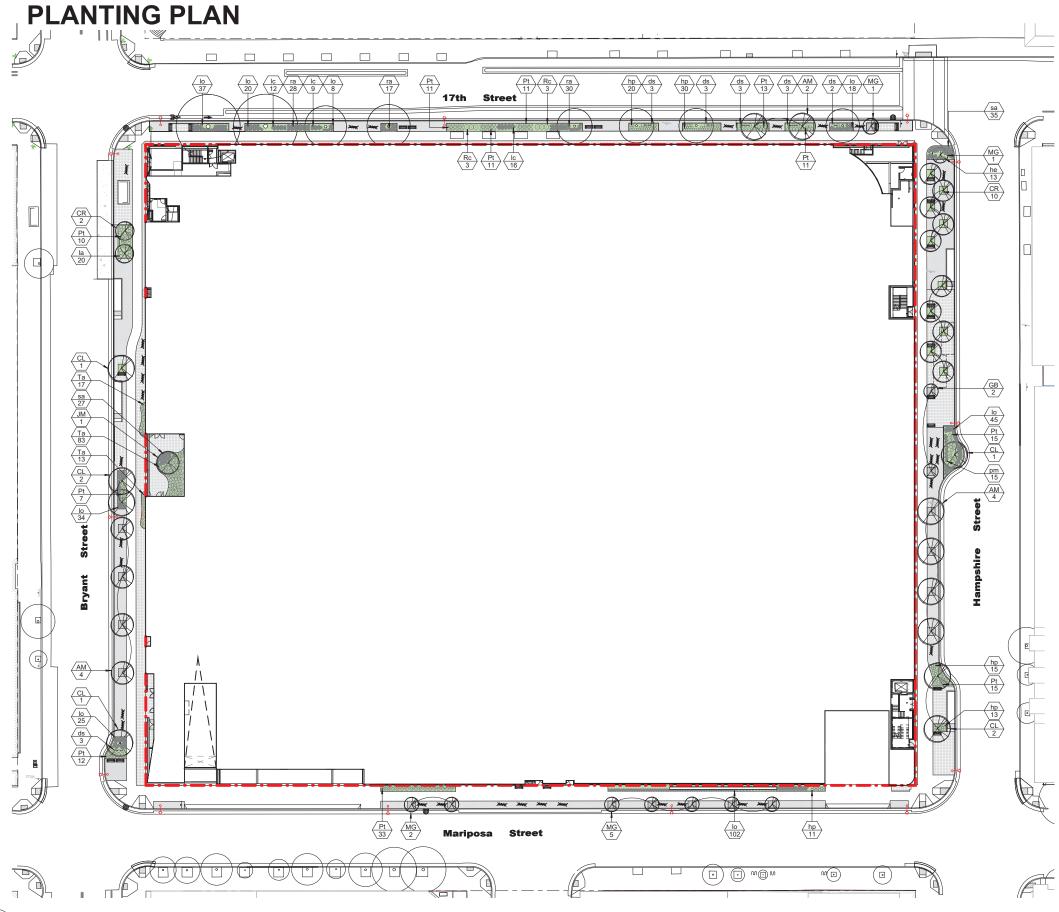
Project No: **141440**

Scale:

G.0111-P







| | Botanical Name | Common Name | Size | Height | Spread | Spacing | Quantity | Water Use | Notes |
|--------------|---------------------------------------|----------------------------|----------|--------|--------|---------|----------|-----------|---------------------------|
| Trees | | | | | | | | | |
| ΑU | Amelanchier utahensis | Utah Serviceberry | 24" Box | 12' | 10' | | TBD | M | Native to San Francisco |
| AM | Arbutus 'Marina' | Marina Strawberry Tree | 36" Box | 20' | 20' | | TBD | L | |
| | | | | | | | | | Nector source for |
| AC . | Arbutus unedo 'Compacta' | Dwarf Strawberry Tree | 24" Box | 8" | 6' | | TBD | L | butterflies |
| BE | Brahae edulis | Guadalupe Paim | 36" Box | 30' | 10' | | TBD | L | |
| | | · | | | | | | | |
| CR | Ceanothus 'Ray Hartman' | Ray Hartman Ceanothus | 24" Box | 12' | 15' | | TBD | L | California Native Species |
| CH | Chamaerops humilis | European Fan Palm | | 15' | 10' | | TBD | L | |
| | | | | | | | | | |
| | | | | | | | | | Self pollinating. Fruit |
| | | | 5' to 6' | | | | | | Production in Community |
| CM | Citrus x meyeri | Meyer Lemon Tree | ht. | 8' | 4' | | TBD | м | Garden Area. |
| LC . | Lophostemon confertus | Brisbane Box | 36" Box | 30' | 25' | | TBD | M | Caracir, acar |
| | Lyonothamnus floribundus ssp. | Discussion Dox | OU DOX | 00 | E | _ | 100 | | |
| F | Aspleniifolius | Santa Cruz Island Ironwood | 24" Box | 20' | 15' | | TBD | lı . | California Native Species |
| PP P | Parrotia persica | Persian Ironwood | 36" Box | 20' | 15' | _ | TBD | M | California Hauve Species |
| | Quercus agrifolia | Coast Live Oak | 36" Box | 30' | 15' | - | TBD | VL | Native to San Francisco |
| QA TF | Trachycarpus fortunei | Chinese Windmill Palm | 36" Box | | 10' | | TBD | | Native to San Francisco |
| IF. | Trachycarpus fortunei | Chinese Windmiii Paim | 30 BOX | 30 | 10 | | IBD | L | |
| 01 1 | | | | | | | | | |
| Shrubs | | | | | | | | | |
| | | | | l | l | | | l | |
| Aj . | Arctostaphylos 'John Dourley' | John Dourley Manzanita | 5 gallon | 3. | 6' | | TBD | VL | California Native Species |
| | | | | | | | | | |
| Cg | Ceonothus gloriosus | Point Reyes Ceanothus | 5 gallon | 1.5' | 12' | | TBD | VL | California Native Species |
| CI | Cistus x ladanifer 'Blanche | Rockrose | 5 gallon | 8' | 8' | | TBD | VL | |
| Pb | Phyllostachys bambusoides | Giant Timber Bamboo | 5 gallon | 35' | | | TBD | L | Contain roots |
| Pc | Pittosporum crassifolium 'Nana' | Dwarf Karo | 5 gallon | 3" | 3' | | TBD | M | |
| | | Dwarf Variegated Mock | | | | | | | |
| Pt | Pittosporum tobira 'Dwarf Variegata' | Orange | 5 gallon | 2' | 2' | | TBD | L | |
| Re | Rhamnus californica 'Eve Case' | Coffeeberry | 5 gallon | 4' | 4' | | TBD | L | Native to San Francisco |
| | Rhamnus californica 'Mound San | , | | | | | | | |
| Rm | Bruno' | Coffeeberry | 5 gallon | 3' | 8' | | TBD | Ĺ | Native to San Francisco |
| Га | Trachelospermum asiaticum | Asian Star Jasmine | 3 gallon | 2' | 12' | | TBD | M | 110010 10 001111010000 |
| | Tradition of partitions and additions | 10.011 0101 000111110 | o ganon | - | 1.2 | | 1.00 | 1 | 1 |
| Doronnialeli | Grasses Succulents Vines | | | | | | | | |
| Cicinnaia | Orașses (Oucculents) vines | Variegated Caribbean | | | | | | | T |
| | Agave angustifolia 'Marginata' | Agave | 1 gallon | 21 | 4' | | TBD | lı . | |
| abf | Agave 'Blue Flame' | Blue Flame Agave | 5 gallon | | 3. | - | TBD | L | |
| | Aloe 'Blue Elf' | Blue Elf Aloe | 1 gallon | | 1' | - | TBD | L | - |
| be | | Red Kangaroo Paw | | | 2' | | TBD | L | - |
| abr | Anigozanthos 'Big Red' | | | | 5' | _ | TBD | L | Observit France |
| olj | Bougainvillea 'La Jolla' | La Jolla Bouganvilla | 1 gallon | 5' | 5. | | IRD | L | Shrub Form |
| | | | | | | | | | l |
| osd | Bougainvillea 'San Diego Red' | San Diego Red Bouganvilla | 1 gallon | 30, | 10' | | TBD | L | Vine Form |
| | Bougainvillea spectabilis White | | | | | | | l. | |
| osw | Stripe' | White Stripe Bouganvilla | 1 gallon | | 10' | | TBD | L | Vine Form |
| :n | Calamagrostis nutkaensis | Pacific Reed Grass | | | 2' | | TBD | M | Native to San Francisco |
| t t | Carex tumulicola | Berkley Sedge | 1 gallon | 1' | 2' | | TBD | L | Native to San Francisco |
| db | Dudleya brittonii | Britton Dudleya | 1 gallon | 8" | 1' | | TBD | L | Native to California |
| 29 | Echeveria 'Afterglow' | Afterglow Echeveria | 1 gallon | 1' | 1' | | TBD | L | |
| hp | Hesperaloe parviflora | Red Yucca | 1 gallon | 3' | 4' | | TBD | VL | |
| a | Lavandula angustifolia 'Munstead' | Munstead Lavender | 1 gallon | 2' | 2' | | TBD | L | |
| | | | · gamen | _ | _ | | | _ | |
| c | Leymus condensatus 'Canyon Prince' | Canyon Prince Lyme Grass | 1 gallon | 2' | 3' | | TBD | VL | |
| 1 | Lomandra longifolia 'Breeze' | Lomandra | | | 2' | | TBD | L | |
| · | Sedum 'Autumn Joy' | Autumn Joy Sedum | 1 gallon | 2' | 2' | _ | TBD | L | |
| saj | Senecio mandraliscae | Blue Chalk Sticks | 1 gallon | 1' | 2' | _ | TBD | - | |
| im | | | | 1' | 2' | _ | TBD | M | |
| a | Sesleria autumnalis | Autumn Moor Grass | 1 gallon | | 3' | - | TBD | M | |
| ip q | Setaria palmifolia | Palm Grass | 1 gallon | 126 | 13 | 1 | COD | IIVI | |

1 SITE PLAN - PLANTING PLAN
A.1003-P Scale: 1" = 30'-0"

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100 Montgomery St

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POTRERO YARD MODERNIZATION PROJECT

Issue: PRJ

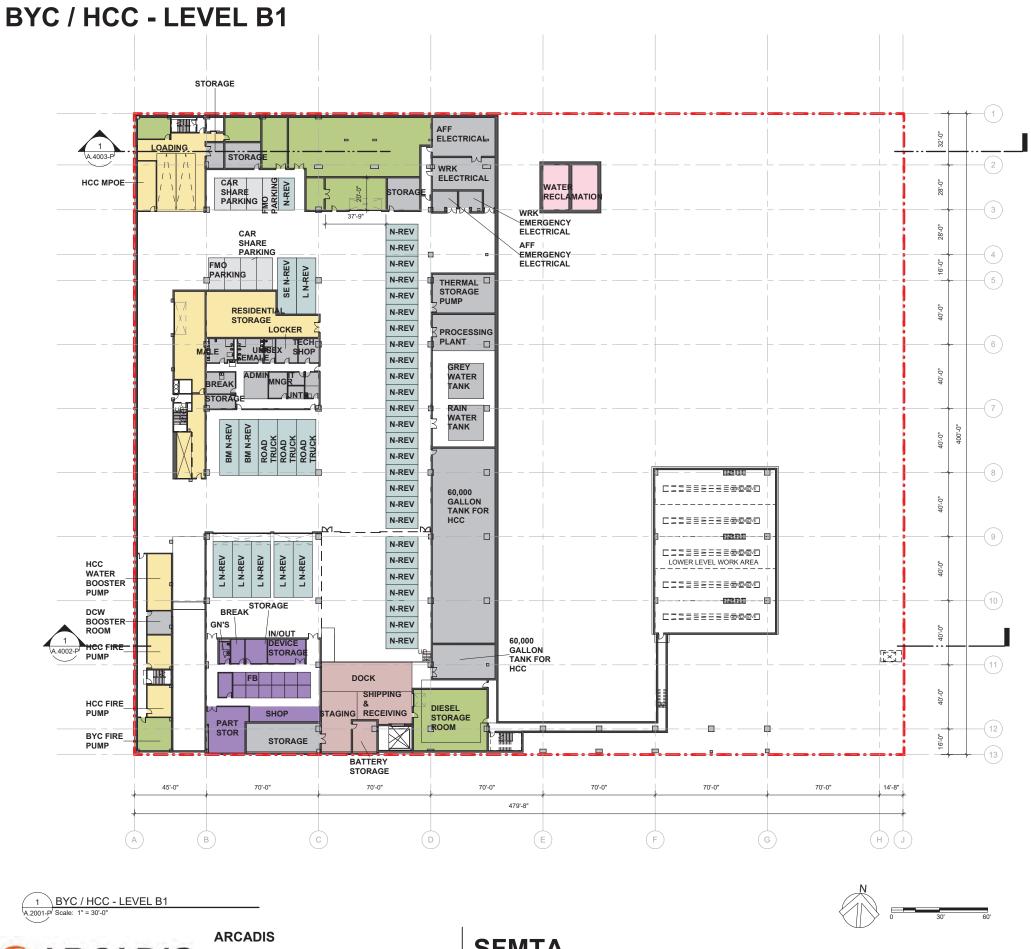
rimeria maritima spp. californica

Date: 2024-01-03

Scale: 1" = 30'-0"

Project No: **141440**

A.1003-P



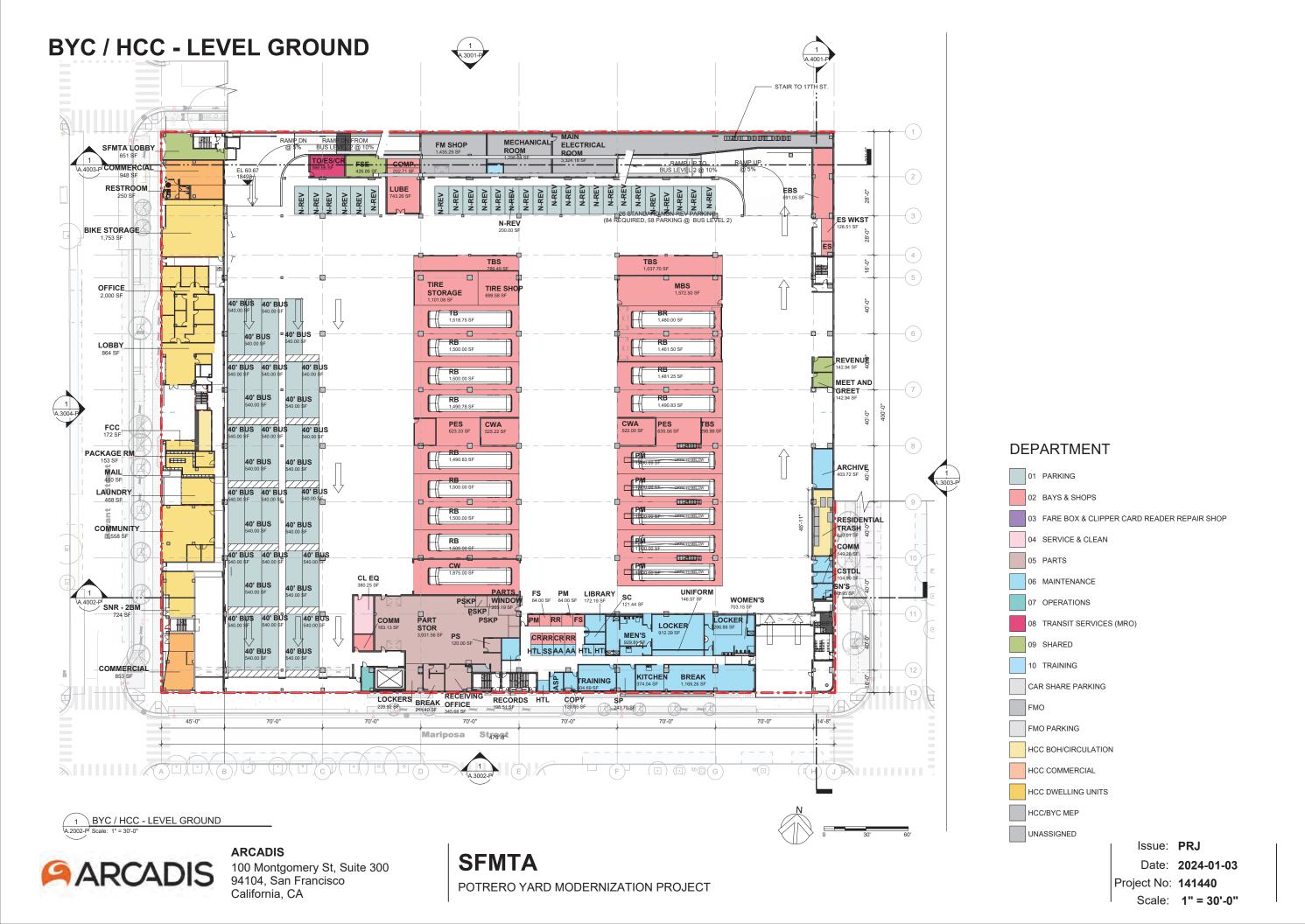
| AREA - BYC / HCC LEVEL B1 | | | | | | |
|---------------------------|----------------------------------|----------|--------|------|--|--|
| Department | PROGRAM REQUIRED AREA (SF) | PROVIDED | Δ (SF) | % | | |
| 01 PARKING | 10.440 | 10.440 | 0 | 58% | | |
| 04 SERVICE & CLEAN | 900 | 901 | 1 | 5% | | |
| 09 SHARED | 4,750 | 7,300 | 2,550 | 26% | | |
| CAR SHARE PARKING | 0 | 1,000 | 1,000 | 0% | | |
| FMO | 1,932 | 2,099 | 167 | 11% | | |
| FMO PARKING | 0 | 600 | 600 | 0% | | |
| HCC BOH/CIRCULATION | 0 | 6,389 | 6,389 | 0% | | |
| HCC/BYC MEP | 0 | 10,714 | 10,714 | 0% | | |
| UNASSIGNED | 0 | 915 | 915 | 0% | | |
| Grand total | 18,022 | 40,358 | 22,336 | 100% | | |

Issue: PRJ

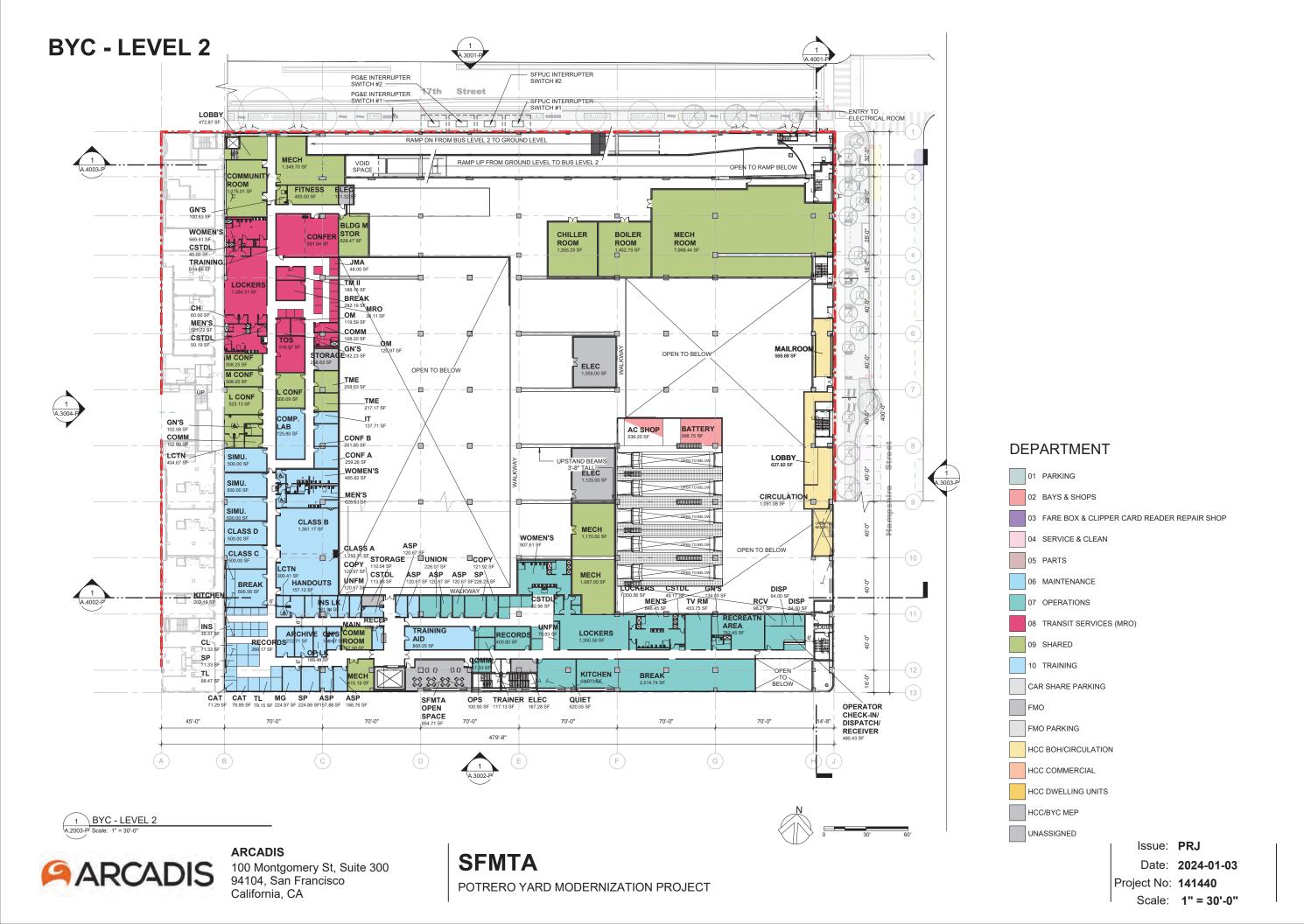
Date: **2024-01-03**Project No: **141440**

Scale: 1" = 30'-0"

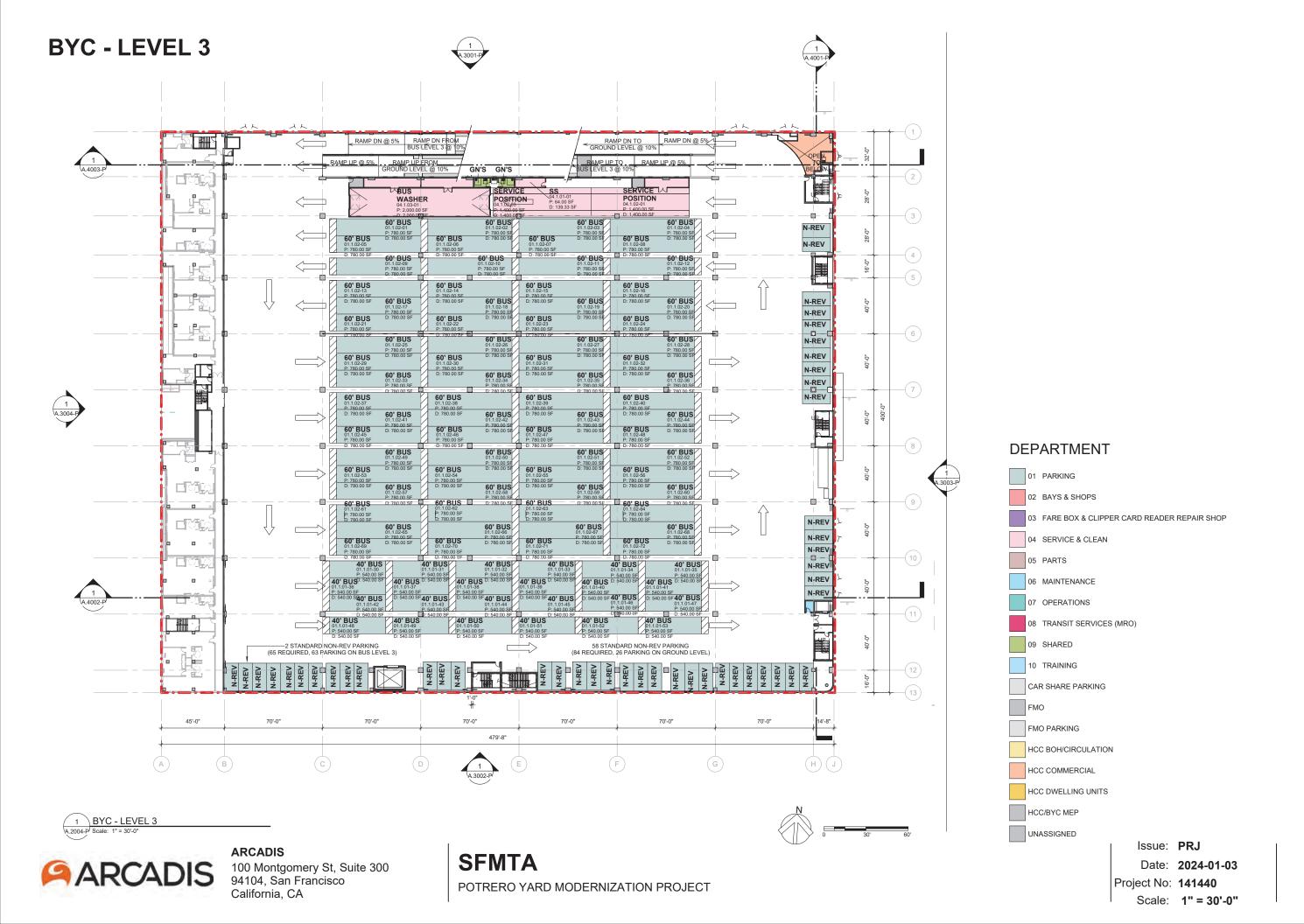
A.2001-P



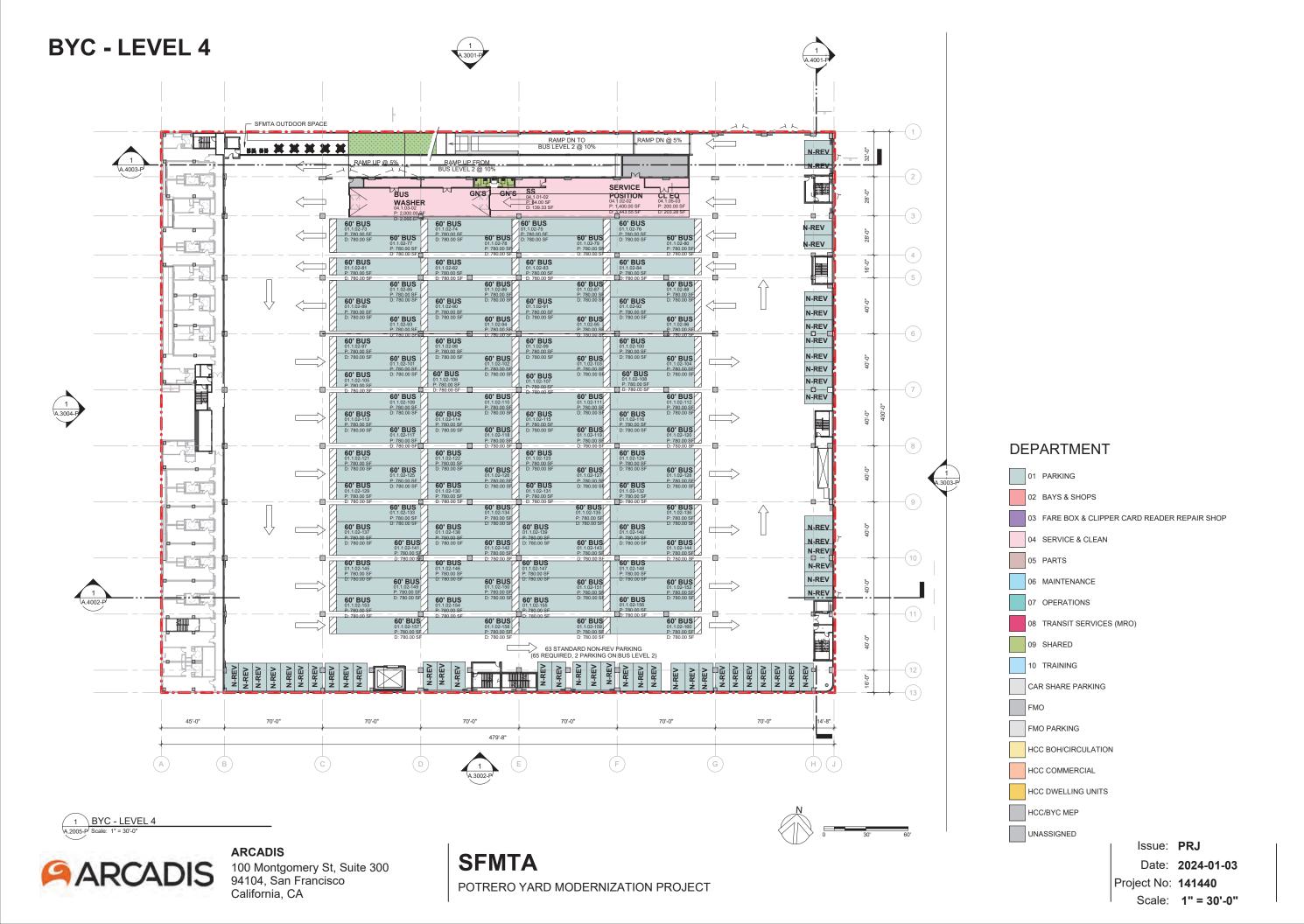
A.2002-P



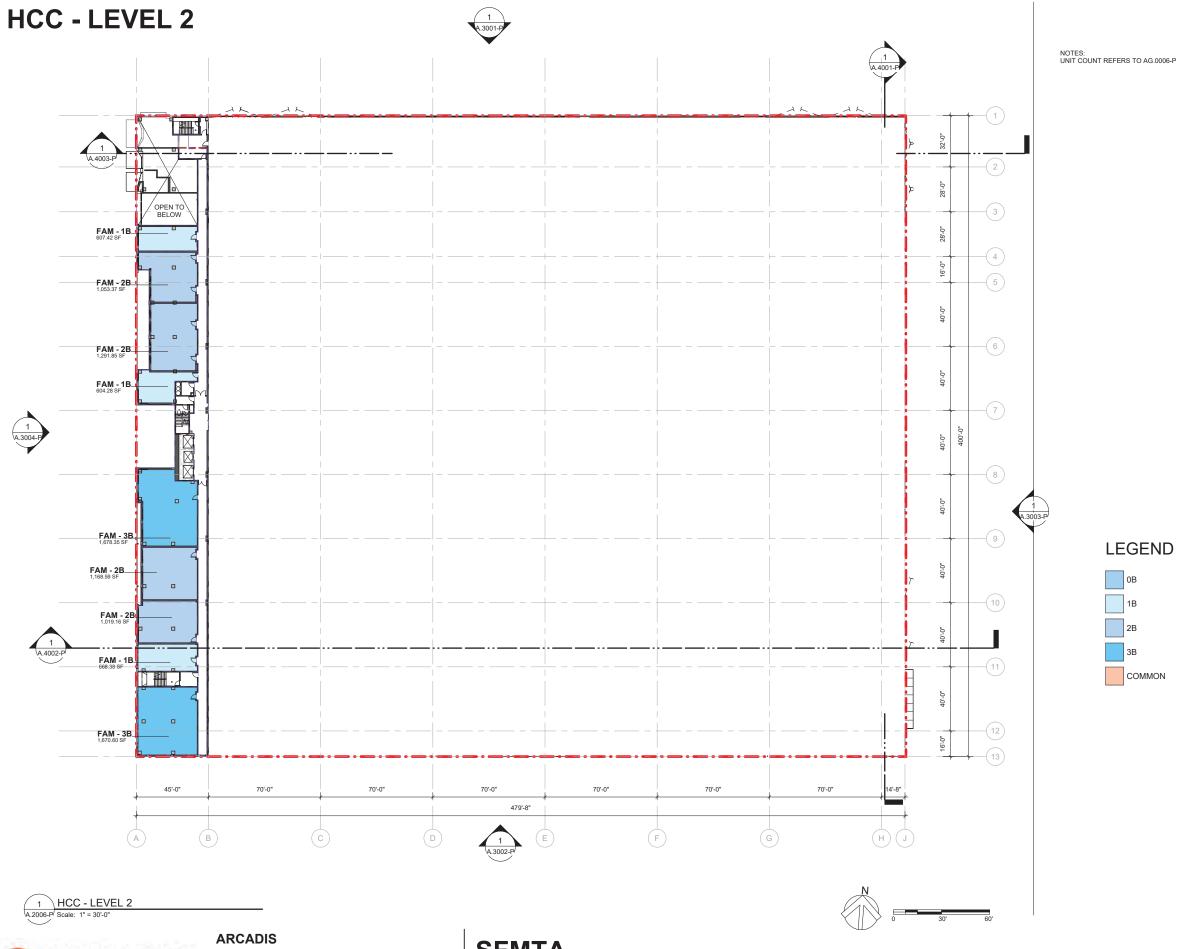
A.2003-P



A.2004-P



A.2005-P



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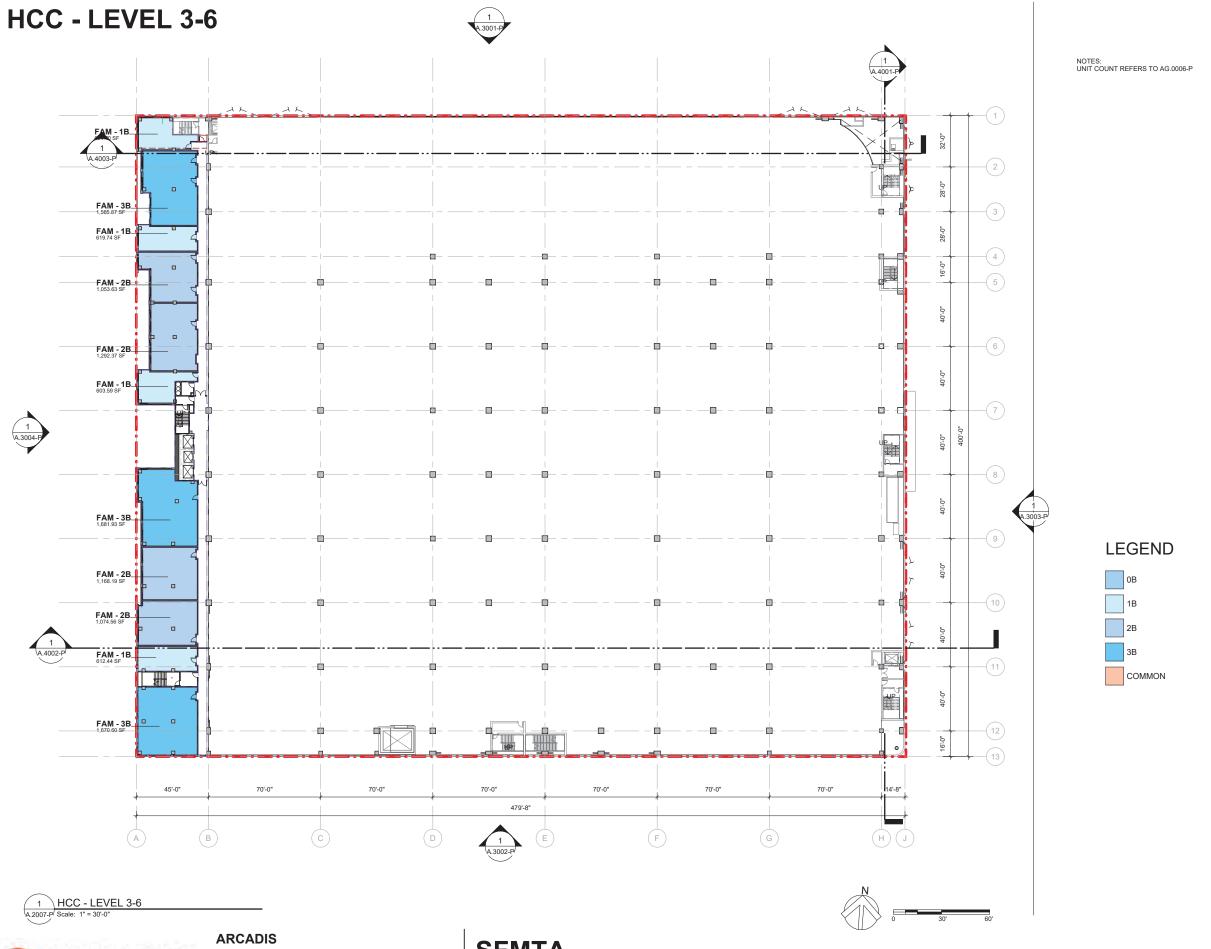
Issue: PRJ

Date: 2024-01-03

Scale: 1" = 30'-0"

Project No: **141440**

A.2006-P



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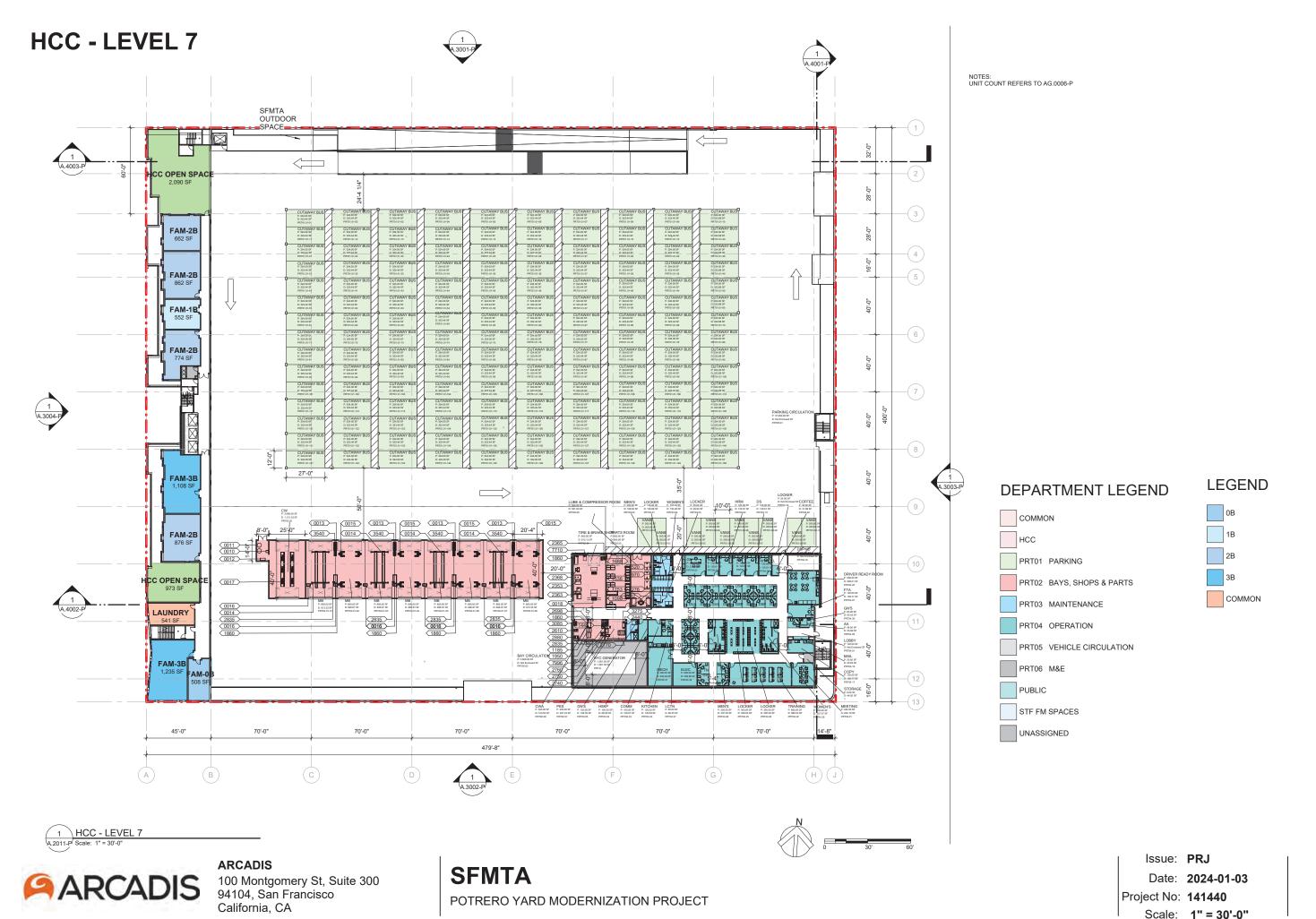
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Date: 2024-01-03

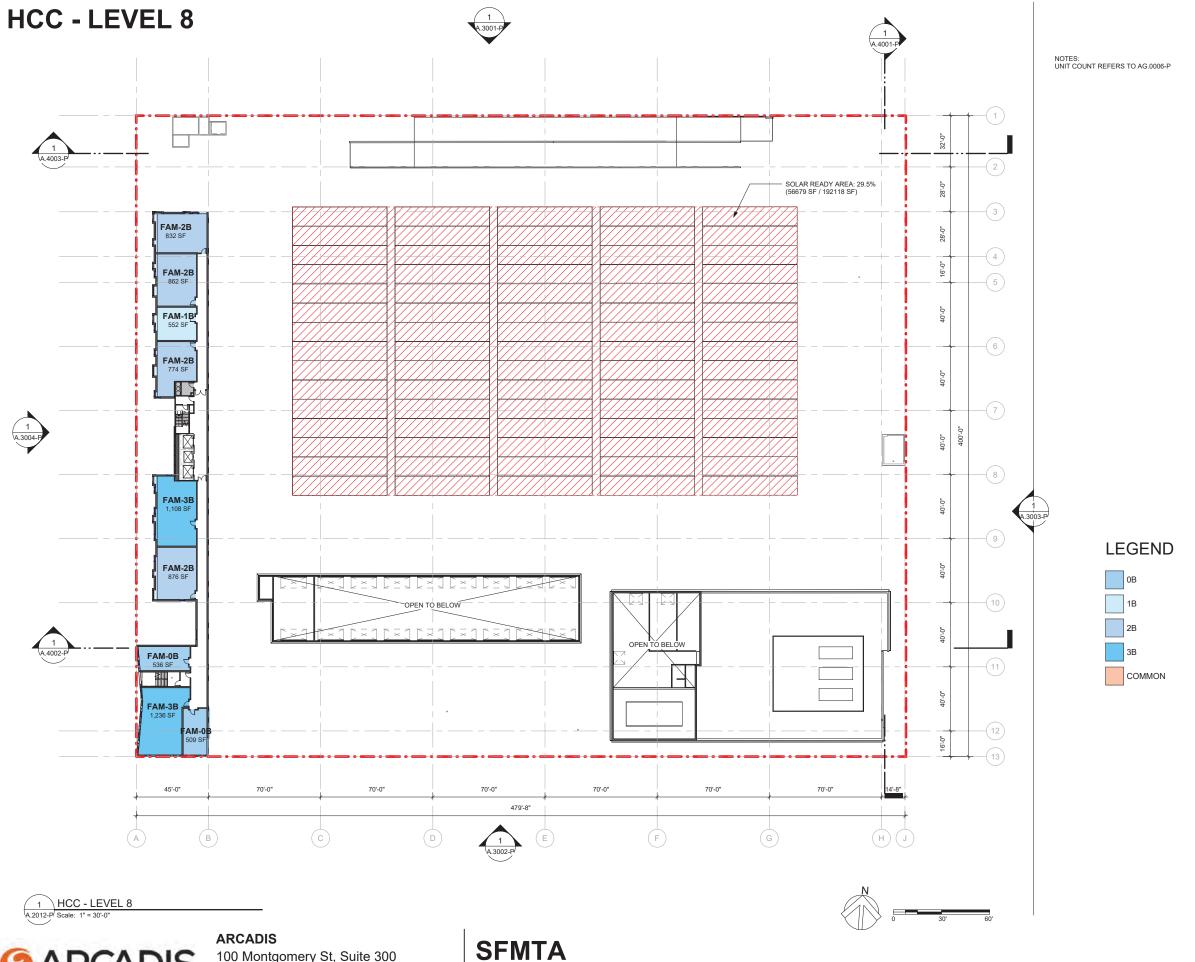
Project No: **141440**

Scale: 1" = 30'-0"

A.2007-P



A.2011-P



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POTRERO YARD MODERNIZATION PROJECT

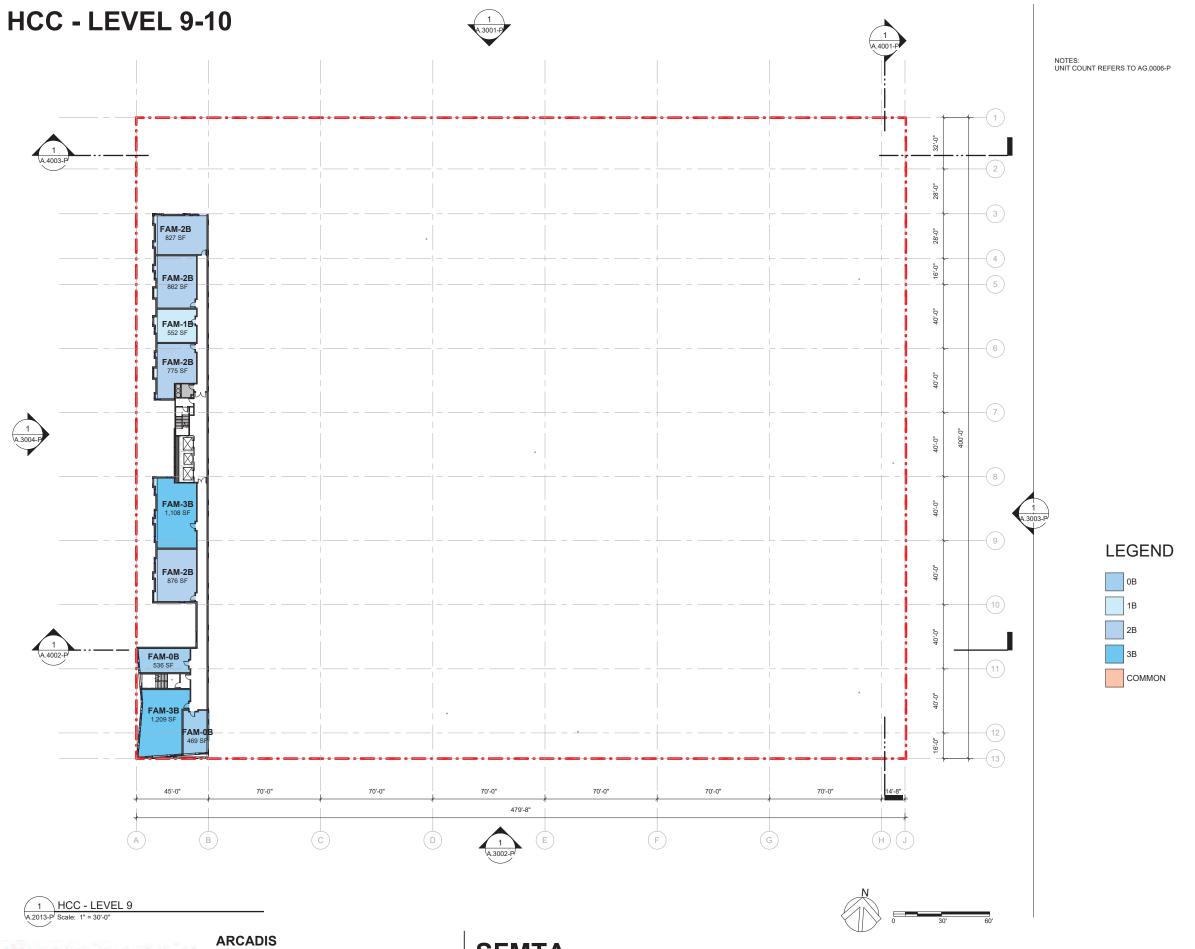
Issue: PRJ

Date: 2024-01-03

Scale: 1" = 30'-0"

Project No: **141440**

A.2012-P



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POTRERO YARD MODERNIZATION PROJECT

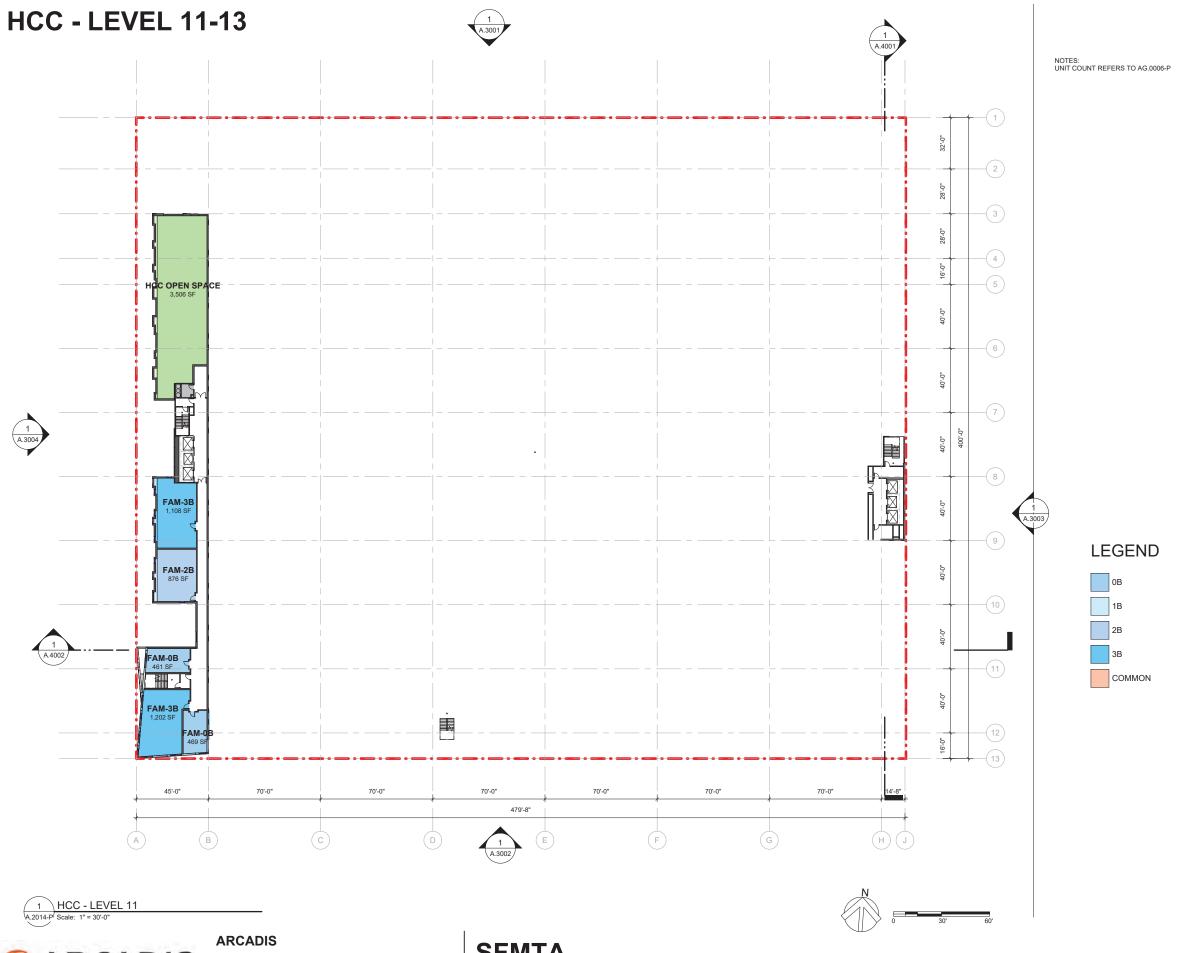
Issue: PRJ

Date: 2024-01-03

Scale: 1" = 30'-0"

Project No: **141440**

A.2013-P



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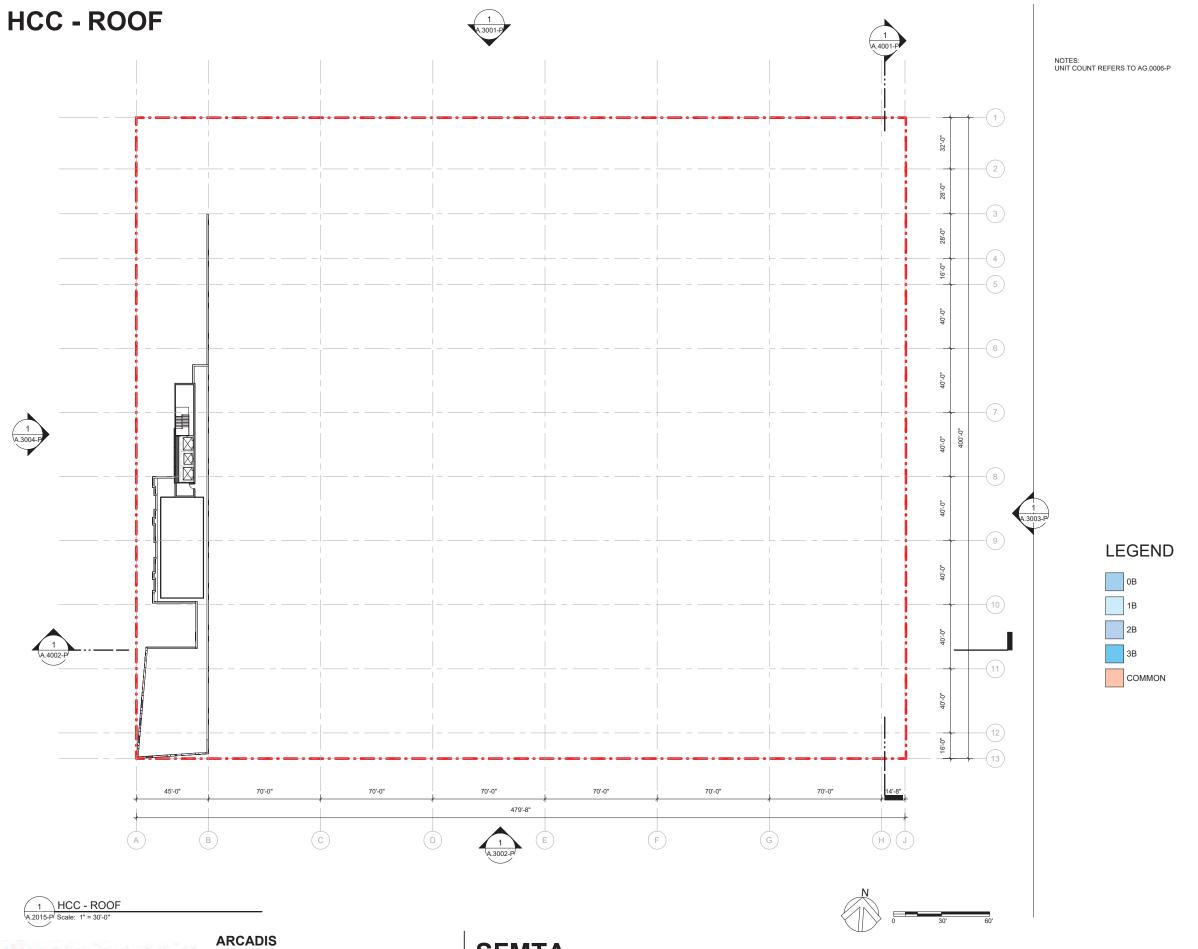
Issue: PRJ

Date: 2024-01-03

Project No: **141440**

Scale: 1" = 30'-0"

A.2014-P



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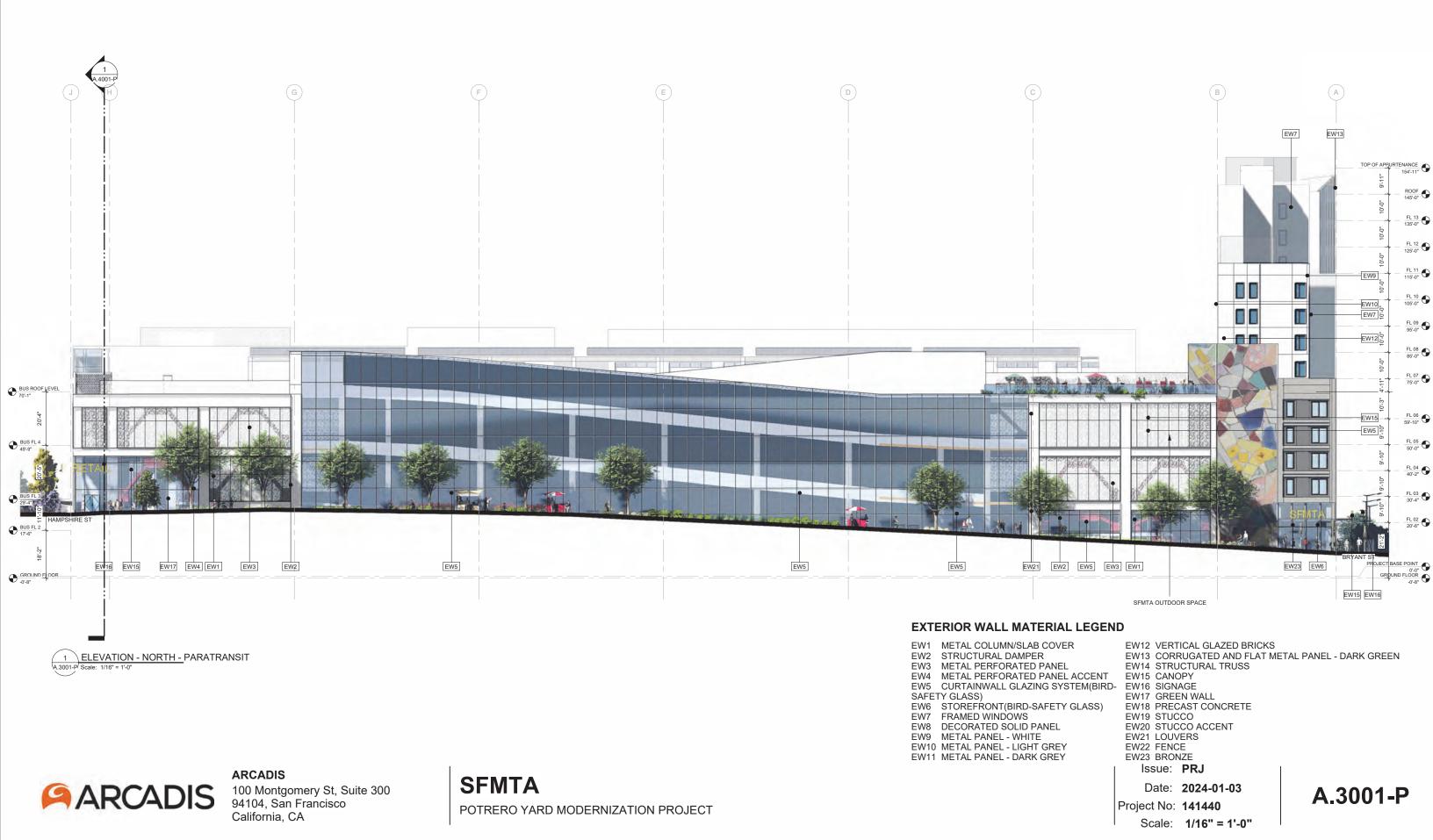
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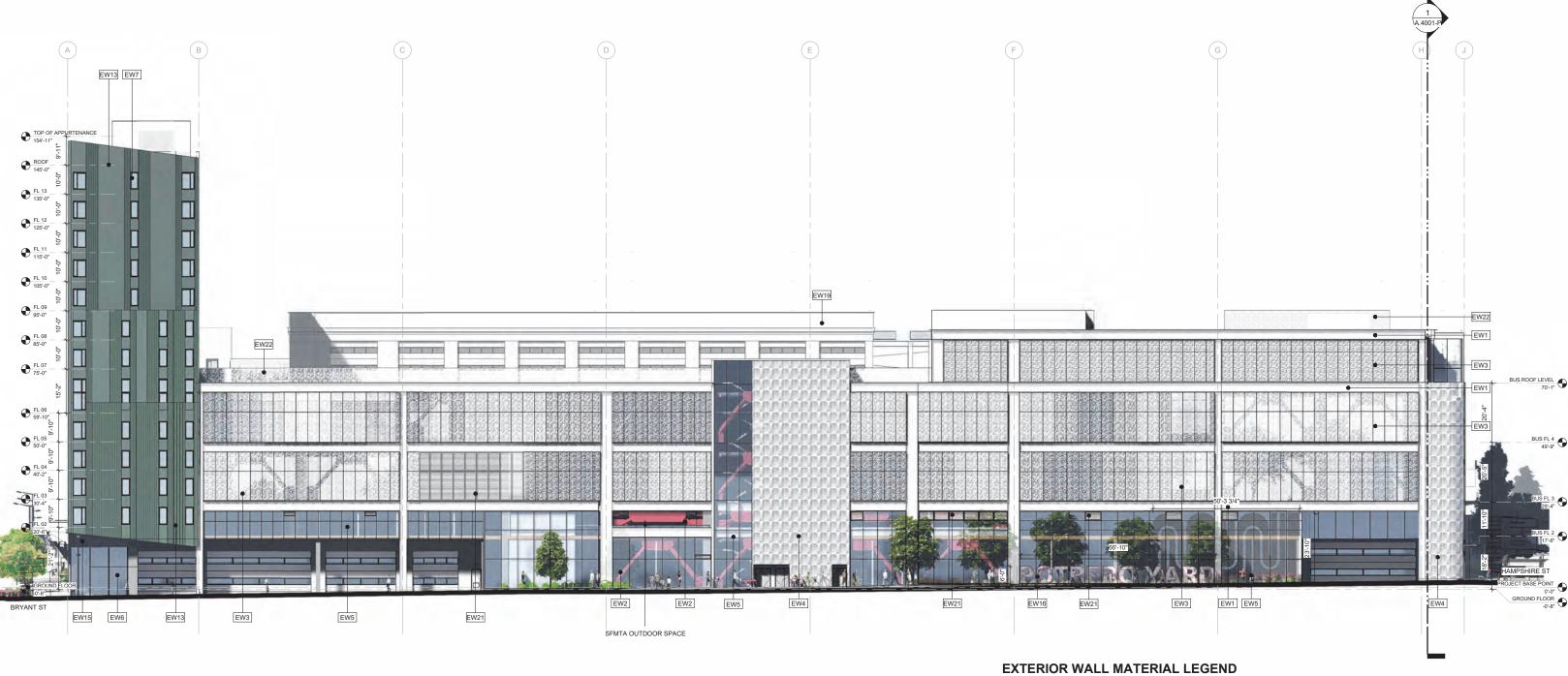
Issue: PRJ

Date: 2024-01-03

Project No: **141440**

A.2015-P Scale: 1" = 30'-0"









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POTRERO YARD MODERNIZATION PROJECT

EW1 METAL COLUMN/SLAB COVER EW12 VERTICAL GLAZED BRICKS EW2 STRUCTURAL DAMPER EW13 CORRUGATED AND FLAT METAL PANEL - DARK GREEN EW14 STRUCTURAL TRUSS

EW3 METAL PERFORATED PANEL EW4 METAL PERFORATED PANEL ACCENT EW5 CURTAINWALL GLAZING SYSTEM(BIRD-

SAFETY GLASS)

EW6 STOREFRONT(BIRD-SAFETY GLASS)

EW7 FRAMED WINDOWS

EW8 DECORATED SOLID PANEL EW9 METAL PANEL - WHITE

EW10 METAL PANEL - LIGHT GREY

EW11 METAL PANEL - DARK GREY

EW23 BRONZE Issue: PRJ

EW15 CANOPY

EW16 SIGNAGE

EW19 STUCCO

EW21 LOUVERS

EW22 FENCE

EW17 GREEN WALL

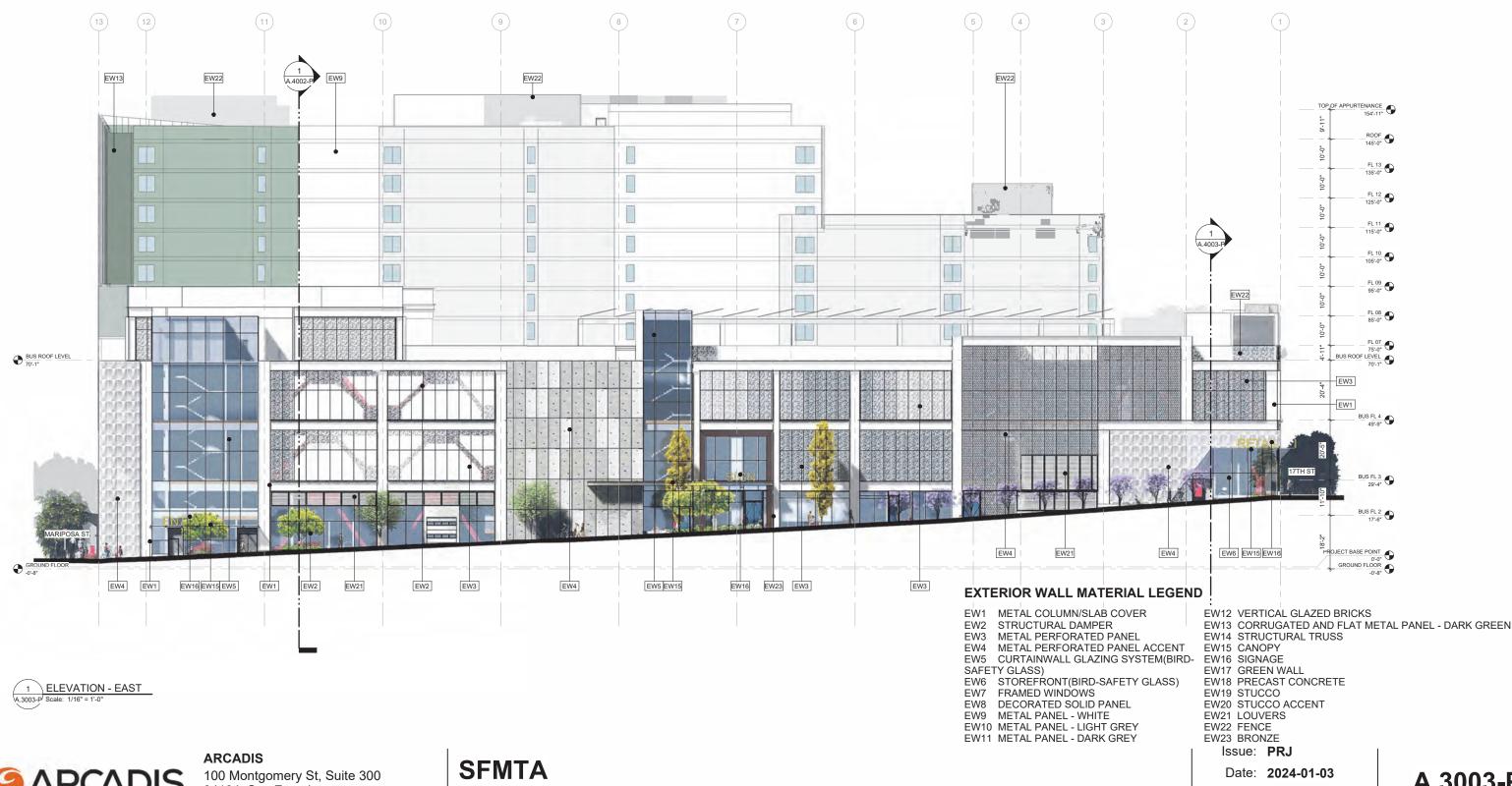
EW18 PRECAST CONCRETE

EW20 STUCCO ACCENT

Date: 2024-01-03 Project No: **141440**

Scale: 1/16" = 1'-0"

A.3002-P





100 Montgomery St, Suite 300 94104, San Francisco

California, CA

POTRERO YARD MODERNIZATION PROJECT

Project No: **141440**

Scale: 1/16" = 1'-0"

A.3003-P







ARCADIS

ARCADIS

100 Montgomery St, Suite 300 94104, San Francisco California, CA

SFMTA

POTRERO YARD MODERNIZATION PROJECT

EXTERIOR WALL MATERIAL LEGEND

EW1 METAL COLUMN/SLAB COVER EW2 STRUCTURAL DAMPER

EW3 METAL PERFORATED PANEL

EW4 METAL PERFORATED PANEL ACCENT EW5 CURTAINWALL GLAZING SYSTEM(BIRD-

SAFETY GLASS)

EW6 STOREFRONT(BIRD-SAFETY GLASS)

FRAMED WINDOWS EW8 DECORATED SOLID PANEL

EW9 METAL PANEL - WHITE

EW10 METAL PANEL - LIGHT GREY EW11 METAL PANEL - DARK GREY

EW22 FENCE EW23 BRONZE Issue: PRJ

EW15 CANOPY

EW16 SIGNAGE

EW19 STUCCO

EW21 LOUVERS

EW17 GREEN WALL

Date: 2024-01-03 Project No: **141440**

Scale: 1/16" = 1'-0"

EW12 VERTICAL GLAZED BRICKS

EW14 STRUCTURAL TRUSS

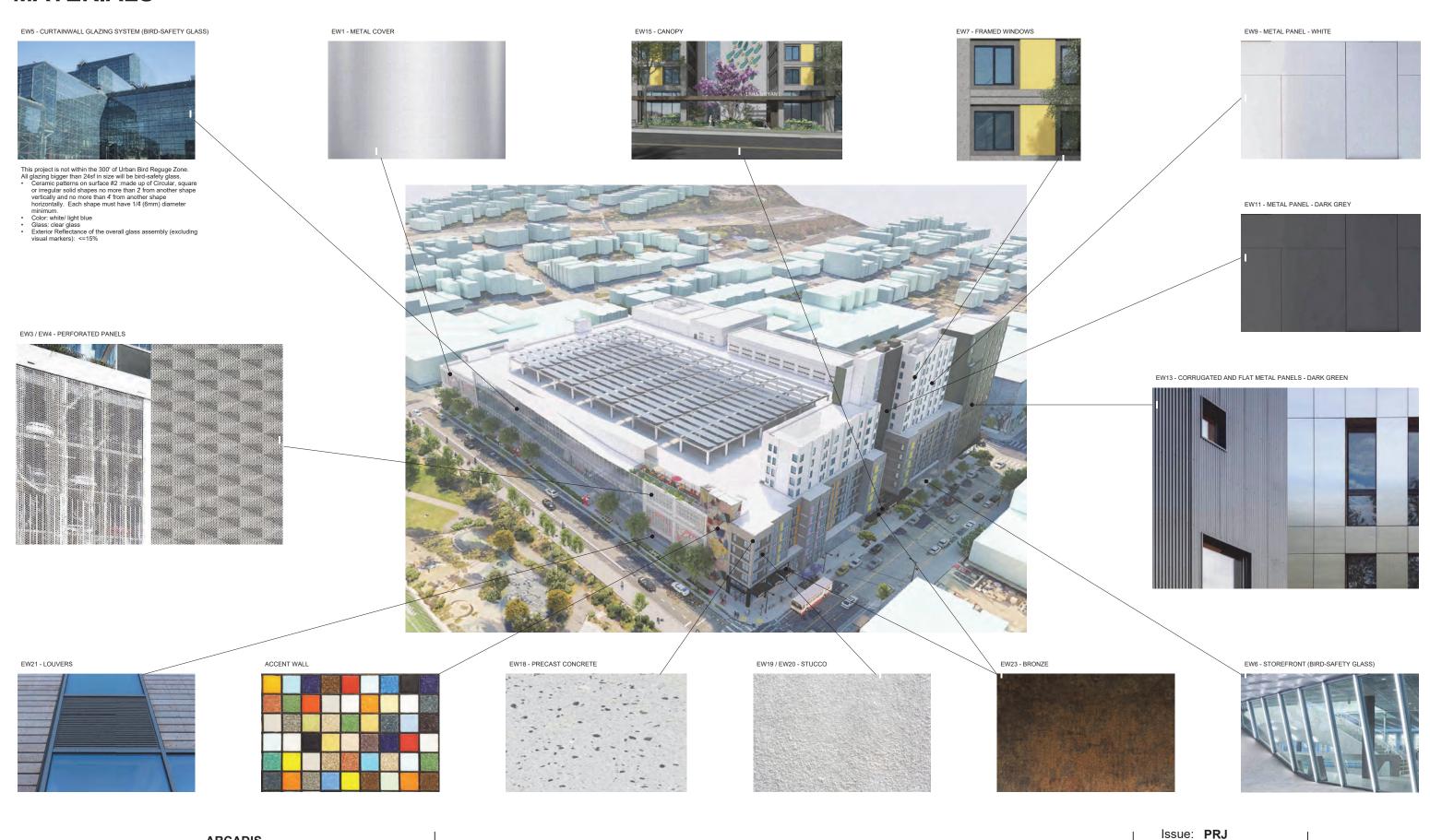
EW18 PRECAST CONCRETE

EW20 STUCCO ACCENT

EW13 CORRUGATED AND FLAT METAL PANEL - DARK GREEN

A.3004-P

MATERIALS





SFMTA POTRERO YARD MODERNIZATION PROJECT

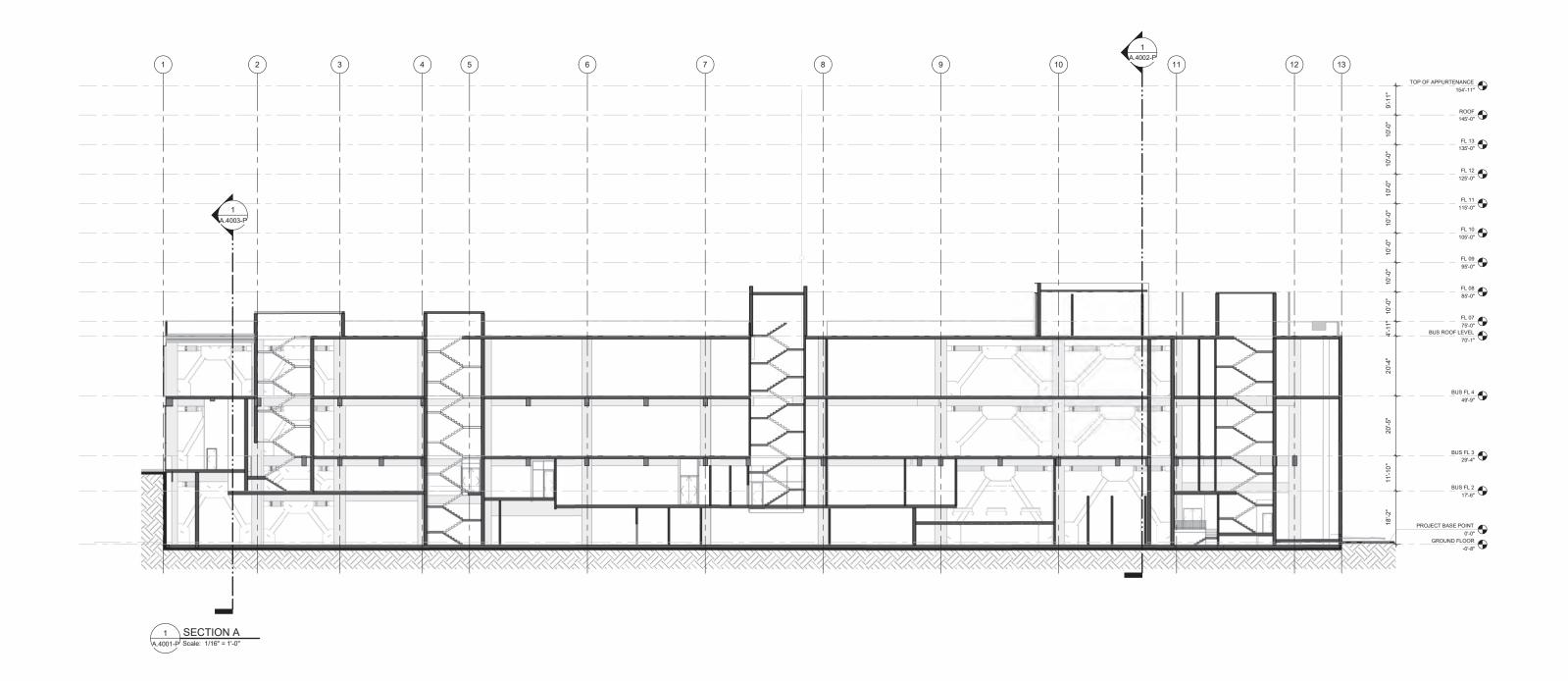
Project No: **141440**

Date: 2024-01-03

Scale:

A.3005-P

BUILDING SECTIONS



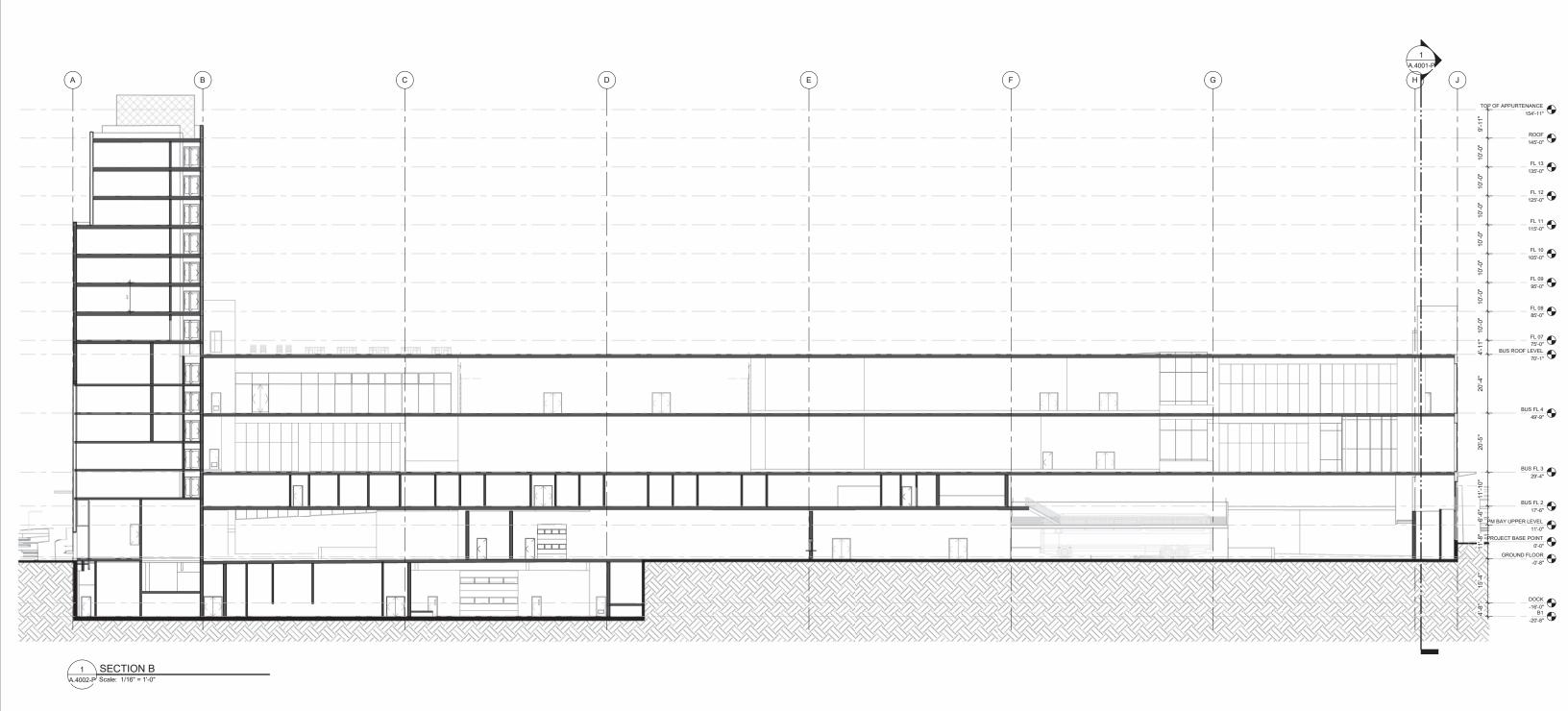


Issue: PRJ

Date: **2024-01-03**

Project No: **141440** Scale: **1/16" = 1'-0"**

BUILDING SECTIONS





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POTRERO YARD MODERNIZATION PROJECT

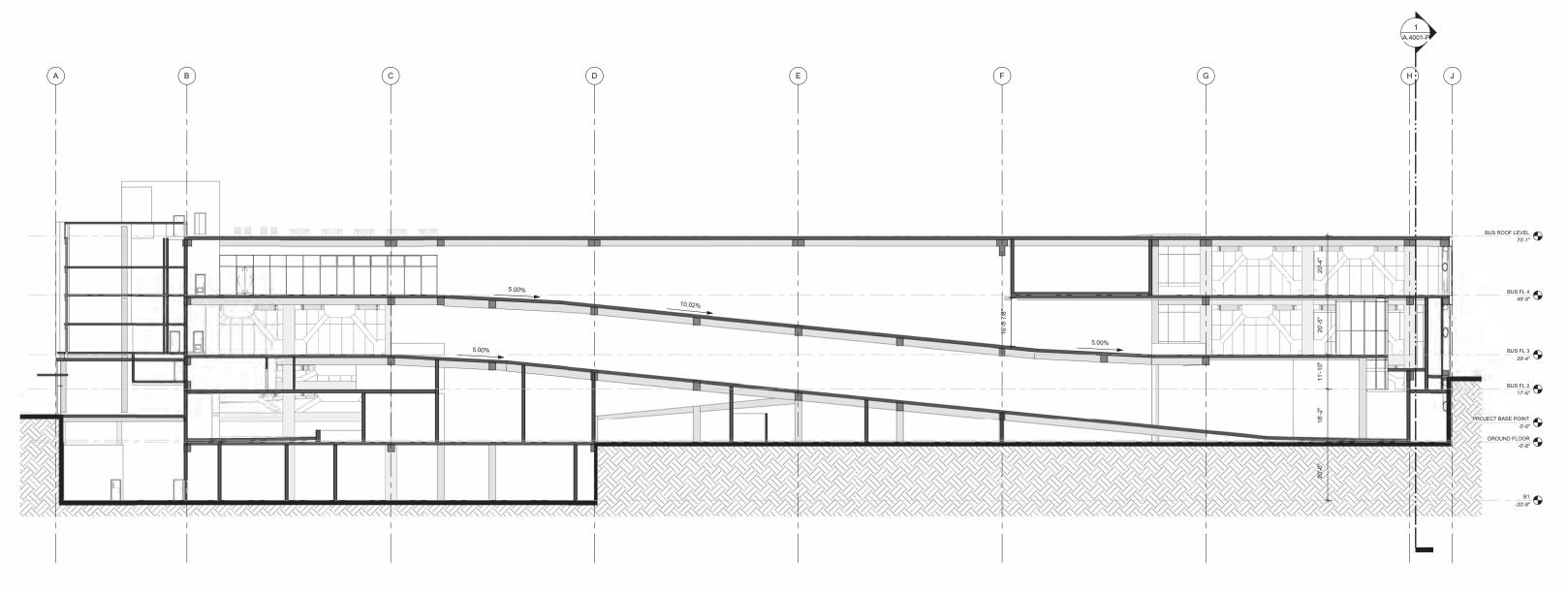
Issue: PRJ

Date: **2024-01-03** Project No: **141440**

Scale: 1/16" = 1'-0"

A.4002-P

BUS RAMP SECTIONS



SECTION C - BUS RAMP - PRJ

A.4003-P Scale: 1/16" = 1'-0"



Issue: PRJ

Date: **2024-01-03**Project No: **141440**

Scale: 1/16" = 1'-0"

A.4003-P

AERIAL VIEW





SFMTA

POTRERO YARD MODERNIZATION PROJECT

Issue: PRJ

Date: 2024-01-03

Project No: **141440**

Scale:

STREET VIEW - 17TH ST





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POTRERO YARD MODERNIZATION PROJECT

Issue: PRJ

Date: 2024-01-03

Project No: **141440**Scale:

A.9003-P

STREET VIEW - BRYANT ST





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California, CA

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POTRERO YARD MODERNIZATION PROJECT

Issue: **PRJ**Date: **2024-01-03**

Project No: **141440**

Scale:

A.9004-P

STREET VIEW - MARIPOSA ST





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California, CA

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POTRERO YARD MODERNIZATION PROJECT

Issue: **PRJ**Date: **2024-01-03**

Project No: **141440**

Scale:

A.9005-P

STREET VIEW - HAMPSHIRE ST





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94104, San Francisco
California, CA

SFMTA

POTRERO YARD MODERNIZATION PROJECT

Issue: PRJ

Date: 2024-01-03

Project No: **141440**

Scale:

Exhibit C



MITIGATION MONITORING AND REPORTING PROGRAM: MITIGATION, IMPROVEMENT & PUBLIC WORKS STANDARD CONSTRUCTION MEASURES

Record No.: Case No. 2019-021884ENV

Block/Lot: 3971/001

Project Title:

SFMTA Potrero Yard Modernization Project

Lot Size: 4.4 acres
Project Sponsor: Chris Lazaro, SFMTA, (415) 549-6572

BPA Nos: Submittal pending Zoning: Public (P) Use District

Lead Agency: San Francisco Planning Department

65-X Height and Bulk District

Staff Contact:

Jennifer McKellar, Planning – (628) 652-7563

Tables 1 and 3 below indicate when compliance with each mitigation and improvement measure must occur. Some mitigation and improvement measures span multiple phases. Substantive descriptions of each mitigation measure's requirements are provided on the following pages in the Mitigation Monitoring and Reporting Program. The San Francisco Municipal Transportation Agency (SFMTA) is the project sponsor and property owner of the project site at 2500 Mariposa Street (Potrero Yard). Together the SFMTA and a private project co-sponsor (developer) are referenced below as the project sponsor team. In addition, pursuant to the May 11, 2023, memorandum regarding Public Works' Authority for project delivery of the Potrero Yard Project and the May 31, 2020, attachment referenced therein, San Francisco Public Works assumes responsibility for environmental compliance, including applicable Standard Construction Measures in Tables 2 and 6 below

Period of Compliance

| | | | - | |
|---|-------------------------------------|--------------------------|---|-------------------------------|
| Table 1: Adopted Mitigation Measure | Prior to the start of Construction* | During Construction** | Post- Construction or Operational | Compliance with MM completed? |
| Mitigation Measure M-CR-1a: Documentation of Historical Resource | Х | | | |
| Mitigation Measure M-CR-1b: Salvage Plan | Χ | | | |
| Mitigation Measure M-CR-1c: Interpretation of the Historical Resource | Χ | | | |
| Mitigation Measure M-CR-1d: Oral Histories | Χ | | | |
| Mitigation Measure M-TCR-1: Tribal Cultural Resources Preservation and/or Interpretive Program | X | X | X | |
| Mitigation Measure M-NO-1: Construction Noise Control | Χ | X | | |
| Mitigation Measure M-NO-2: Vibration-Sensitive Equipment at 2601 Mariposa Street (KQED Building) | X | Х | | |
| Mitigation Measure NO-3: Fixed Mechanical Equipment Noise Control for Building Operations | X | | X | |



| Mitigation Measure M-AQ-1: Off-Road Construction Equipment Emissions Minimization | X | Х | | |
|---|---|---|---|--|
| Mitigation Measure M-AQ-3: Emergency Diesel Generator Health Risk Reduction Plan | Х | | Х | |
| Mitigation Measure M-WI-1: Design Measures to Reduce Project-Specific Wind Impacts | Х | | | |
| Mitigation Measure M-GE-6a: Inadvertent Discovery of Paleontological Resources | Х | X | | |
| Mitigation Measure M-GE-6b: Preconstruction Paleontological Evaluation for Class 3 (Moderate) Paleontological Sensitivity Sediments during Construction | X | Х | | |

^{*}Prior to any ground disturbing activities at the project site.

Period of Compliance

| Table 2: Adopted Public Works Standard Construction Measure | Prior to the start of Construction* | During Construction** | Post- Construction or Operational | Compliance with SCM completed? |
|---|-------------------------------------|--------------------------|---|--------------------------------|
| SCM #1: SEISMIC AND GEOTECHNICAL STUDIES | Х | X | | |
| SCM #2: AIR QUALITY | X | X | | |
| SCM #3: WATER QUALITY | X | X | | |
| SCM #4: TRAFFIC | X | X | | |
| SCM #5: NOISE | X | X | | |
| SCM #6: HAZARDOUS MATERIALS | X | X | | |
| SCM #7: BIOLOGICAL RESOURCES | X | X | | |
| SCM #8: VISUAL AND AESTHETIC CONSIDERATIONS, PROJECT SITE | X | X | | |
| SCM #9: CULTURAL RESOURCES | X | X | | |

^{*}Prior to any ground disturbing activities at the project site.

(Continues on next page)

^{**}Construction is broadly defined to include any physical activities associated with construction of a development project including, but not limited to: site preparation, clearing, demolition, excavation, shoring, foundation installation, and building construction.

^{**}Construction is broadly defined to include any physical activities associated with construction of a development project including, but not limited to: site preparation, clearing, demolition, excavation, shoring, foundation installation, and building construction.



Period of Compliance

| Table 3: Adopted Improvement Measure | Prior to the start of Construction* | During Construction** | Post- Construction or Operational | Compliance with Improvement Measure completed? |
|--|---|--------------------------|---|--|
| Improvement Measure I-TR-A: Construction Management Plan – Additional Measures | X | X | | |
| Improvement Measure I-TR-B: Driveway and Loading Operations Plan (DLOP) | | | X | |

^{*}Prior to any ground disturbing activities at the project site.

Signatures:

| C I agree to implement the attached mitigation | n measure(s) and standard construction measures as described herein as conditions of project app | oroval. |
|--|--|---------|
| | December 22, 2023 | |
| Private Project Co-Sponsor (Developer) | Date | |

Note to project sponsor team: Please contact CPC.EnvironmentalMonitoring@sfgov.org to begin the environmental monitoring process prior to the submittal of your building permits to the San Francisco Department Building Inspection.

(Continues on next page)

^{**}Construction is broadly defined to include any physical activities associated with construction of a development project including, but not limited to: site preparation, clearing, demolition, excavation, shoring, foundation installation, and building construction.



MITIGATION MONITORING AND REPORTING PROGRAM

Table 4: MITIGATION MEASURES FOR THE POTRERO YARD MODERNIZATION PROJECT

| MONITORING AND REPORTING PROGRAM ¹ | | | | | |
|---|--|--|---|--|--|
| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria | |
| MITIGATION MEASURES AGREED TO BY PROJECT SPONSOR TEAM | | | | | |
| HISTORIC ARCHITECTURAL/CULTURAL RESOURCES | | | | | |
| Mitigation Measure M-CR-1a: Documentation of Historical | | | | | |
| Resource (HRER Part II, Mitigation Measure 1) | | | | | |
| Prior to issuance of a demolition permit, the project sponsor team shall undertake Historic American Building/Historic American Landscape Survey-like (HABS/HALS-like) documentation of the building features. The documentation shall be undertaken by a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History, History, or Architecture (as appropriate) to prepare written and photographic documentation of the Potrero Trolley Coach Division Facility. The specific scope of the documentation shall be reviewed and approved by the Planning Department but shall include the following elements: Measured Drawings – A set of measured drawings shall be prepared that depict the existing size, scale, and dimension of the historic resource. Planning Department staff will accept the original architectural drawings or an as-built set of architectural drawings (e.g., plans, sections, elevations). Planning Department staff will assist the consultant in determining the appropriate level of measured drawings. Historic American Buildings/Historic American Landscape Survey-Level Photographs – Either Historic American Buildings/Historic American Landscape Survey (HABS/HALS) standard large-format or digital photography shall be used. The scope of the digital photographs shall be reviewed by Planning Department staff for concurrence, and all digital photography shall be conducted | Project Sponsor Team and qualified consultant, at the direction of the ERO | Prior to issuance of excavation permit or commencement of construction | Planning Department preservation staff shall review and approve the documentation package | Considered complete upor completion of the Planning Department approved documentation provided to the repositories in their preferred format and the print-on-demand booklet is made available to the public, upon request | |



MONITORING AND REPORTING PROGRAM¹

| | Implementation | - Indiano in the control in the cont | Monitoring / Reporting | Monitoring Actions / |
|--|----------------|--|------------------------|----------------------|
| Adopted Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| photography shall be undertaken by a qualified professional with | | | - | |
| demonstrated experience in HABS/HALS photography. Photograph | | | | |
| views for the data set shall include contextual views; views of each | | | | |
| side of the building and interior views, including any original interior | | | | |
| features, where possible; oblique views of the building; and detail | | | | |
| views of character-defining features. All views shall be referenced on | | | | |
| a photographic key. This photographic key shall be on a map of the | | | | |
| property and shall show the photograph number with an arrow to | | | | |
| indicate the direction of the view. Historic photographs shall also be | | | | |
| collected, reproduced, and included in the data set. | | | | |
| HABS/HALS Historical Report – A written historical narrative and | | | | |
| report shall be provided in accordance with the HABS/HALS | | | | |
| Historical Report Guidelines. The written history shall follow an | | | | |
| outline format that begins with a statement of significance | | | | |
| supported by the development of the architectural and historical | | | | |
| context in which the structure was built and subsequently evolved. | | | | |
| The report shall also include architectural description and | | | | |
| bibliographic information. | | | | |
| Video Recordation (HRER Part II, Mitigation Measure 3) – Video | | | | |
| recordation shall be undertaken before demolition or site permits | | | | |
| are issued. The project sponsor team shall undertake video | | | | |
| documentation of the affected historical resource and its setting. | | | | |
| The documentation shall be conducted by a professional | | | | |
| videographer, one with experience recording architectural | | | | |
| resources. The documentation shall be narrated by a qualified | | | | |
| professional who meets the standards for history, architectural | | | | |
| history, or architecture (as appropriate) set forth by the Secretary of | | | | |
| the Interior's Professional Qualification Standards (36 Code of | | | | |
| Federal Regulations Part 61). The documentation shall include as | | | | |
| much information as possible—using visuals in combination with | | | | |
| narration—about the materials, construction methods, current | | | | |
| condition, historic use, and historic context of the historical | | | | |
| resource. This mitigation measure would supplement the | | | | |



| | Implementation | | Monitoring / Reporting | Monitoring Actions / |
|--|-------------------------------|------------------------------|---|--|
| Adopted Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| traditional HABS/HALS documentation, and would enhance the | | | | |
| collection of reference materials that would be available to the | | | | |
| public and inform future research. | | | | |
| Softcover Book – A Print-on-Demand softcover book shall be | | | | |
| produced that includes the content from the historical report, | | | | |
| historical photographs, HABS/HALS photography, measured | | | | |
| drawings, and field notes. The Print-on-Demand book shall be | | | | |
| made available to the public for distribution. The project sponsor | | | | |
| team shall transmit such documentation to the History Room of the | | | | |
| San Francisco Public Library, San Francisco Architectural Heritage, | | | | |
| the Planning Department, and the Northwest Information Center. | | | | |
| The HABS/HALS documentation scope will determine the | | | | |
| requested documentation type for each facility, and the project | | | | |
| sponsor team will conduct outreach to identify other interested | | | | |
| groups. All documentation will be reviewed and approved by the | | | | |
| Planning Department's staff before any demolition or site permit is | | | | |
| granted for the affected historical resource. | | | | |
| Mitigation Measure M-CR-1b: Salvage Plan (HRER Part II, Mitigation | | | | |
| Measure 2) | | | | |
| Prior to any demolition that would remove character-defining | Project Sponsor | Prior to issuance of | Planning Department | Considered compete after |
| features, the project sponsor team shall consult with the planning | Team/qualified preservation | construction permits | | salvage occur and interpretive program is |
| department as to whether any such features may be salvaged, in | consultant at the | | | complete |
| whole or in part, during demolition/alteration. The project sponsor | direction of the | | | |
| team shall make a good faith effort to salvage materials of historical | ERO | | | |
| interest to be utilized as part of the interpretative program. | | | | |
| Mitigation Measure M-CR-1c: Interpretation of the Historical | | | | |
| Resource (HRER Part II, Mitigation Measure 4) | | | | |
| The project sponsor team shall facilitate the development of an | Project Sponsor | Prior to issuance of | Planning Department | Considered complete upon |
| interpretive program focused on the history of the project site. The | Team, | excavation permit or | preservation staff shall review | the Planning Department's |
| interpretive program should be developed and implemented by a | construction contractors, and | commencement of construction | and approve the interpretive program plan | approval and the Project Sponsor Team's |
| qualified professional with demonstrated experience in displaying | qualified | CONSTRUCTION | Program Plan | implementation of the |
| information and graphics to the public in a visually interesting | consultant, at the | | | interpretive program plan |
| | | | | |



| | Implementation | | Monitoring / Deporting | Monitoring Actions / |
|---|---------------------------------------|---------------------|--|---|
| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
| manner, such as a museum or exhibit curator. This program shall be initially outlined in a proposal for an interpretive plan subject to review and approval by Planning Department staff. The proposal shall include the proposed format and the publicly-accessible location of the interpretive content, as well as high-quality graphics and written narratives. The proposal prepared by the qualified consultant describing the general parameters of the interpretive program shall be approved by Planning Department staff prior to issuance of the architectural addendum to the site permit. The detailed content, media, and other characteristics of such an interpretive program shall be approved by Planning Department staff prior to issuance of a Temporary Certificate of Occupancy. | · · · · · · · · · · · · · · · · · · · | and gatton schedule | поэронации | Completion Circent |
| The interpretative program shall include but not be limited to the installation of permanent on-site interpretive displays or screens in publicly accessible locations. Historical photographs, including some of the large-format photographs required by Mitigation Measure M-CR-1a, may be used to illustrate the site's history. The oral history program required by Mitigation Measure M-CR-1d will also inform the interpretative program. | | | | |
| The primary goal is to educate visitors and future residents about the property's historical themes, associations, and lost contributing features within broader historical, social, and physical landscape contexts. These themes would include but not be limited to the subject property's historic significance for its association with the earliest years of San Francisco's Municipal Railway, the United States' first publicly owned street railway and for its distinctive characteristics as a car barn, for its post-Earthquake period of construction, and as the work of master Michael M. O'Shaughnessy. | | | | |
| Mitigation Measure M-CR-1d: Oral Histories (HRER Part II, Mitigation Measure 5) | | | | |



| | | | AND REPORTING PROGRAM | |
|---|--|---|---|---|
| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
| The project sponsor team shall undertake an oral history project on the resource that may include interviews of people such as former SFMTA employees, or other community members who may offer informative historic perspectives on the history and significance of the resource. The project shall be conducted by a professional historian in conformance with the Oral History Association's Principles and Best Practices (https://www.oralhistory.org/principles-and-best-practices-revised-2018/). In addition to transcripts of the interviews, the oral history project shall include a narrative project summary report containing an introduction to the project, a methodology description, and brief summaries of each conducted interview. Copies of the completed oral history project shall be submitted to the San Francisco Public Library, Planning Department, and other interested historical institutions. The oral history project shall also be incorporated into the interpretative program. | Project Sponsor Team and qualified consultant, at the direction of the ERO | Prior to issuance of excavation permit or commencement of construction | Planning Department preservation staff shall review and approve the documentation package | Considered complete upon the Planning Department's approval and the Project Sponsor Team's implementation of the interpretive program plan |
| Mitigation Measure M-TCR-1: Tribal Cultural Resources Preservation and/or Interpretive Program | | | | |
| During ground-disturbing activities that encounter archeological resources, if the Environmental Review Officer (ERO) determines that a significant archeological resource is present, and if in consultation with the affiliated Native American tribal representatives, the ERO determines that the resource constitutes a tribal cultural resource (TCR) and that the resource could be adversely affected by the proposed project, the proposed project shall be redesigned so as to avoid any adverse effect on the significant tribal cultural resource, if feasible. If the ERO, in consultation with the project sponsor, determines that preservation-in-place of the TCR would be both feasible and effective, then the archeological consultant shall prepare an archeological resource preservation plan (ARPP). Implementation of | Project Sponsor Team, construction contractors, and qualified consultant, at the direction of the ERO | Consultation and planning starting upon discovery of a potential TCR during archeological testing or during construction excavations; interpretive program to be implemented prior to issuance of building occupancy permit | Environmental Review Officer (ERO) or designee | In the event of the discovery of a TCR, considered complete after implementation of the Planning Department approved interpretation program |



| | Implementation | | Monitoring / Reporting | Monitoring Actions / |
|--|--|---|--|--|
| the approved ARPP by the archeological consultant shall be required when feasible. | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| If the ERO, in consultation with the affiliated Native American tribal representatives and the project sponsor, determines that preservation-in-place of the TCR is not a sufficient or feasible option, then the project sponsor shall implement an interpretive program of the TCR in consultation with affiliated Native American tribal representatives. An interpretive plan produced in consultation with affiliated Native American tribal representatives, at a minimum, and approved by the ERO, would be required to guide the interpretive program. The plan shall identify proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays. | | | | |
| NOISE | | | | |
| Mitigation Measure M-NO-1: Construction Noise Control | | | | |
| The SFMTA and private project co-sponsor and/or its contractors on SFMTA's behalf (referred to below as project sponsor team) shall prepare construction noise control documentation as detailed below. Prior to issuance of any demolition or building permit, the project sponsor team shall submit a project-specific construction noise control plan to the Environmental Review Officer (ERO) or the ERO's designee for approval. The construction noise control plan shall be prepared by a qualified acoustical engineer, with input from the construction contractor, and include all feasible measures to reduce construction noise. The construction noise control plan shall identify noise control measures to meet a performance target of | Project Sponsor Team, construction contractors, acoustical engineer | Prior to the issuance of construction permits; prior to the commencement of each construction stage; implementation of monitoring ongoing during construction | Environmental review officer or designee in Planning Department, Project Sponsor Team | Noise control plan approved by ERO/Planning Department prior to construction and considered complete upon submission of a noise monitoring report after each construction phase and completion of construction activities |



| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|---|----------------------------------|---------------------|--|---|
| construction activities not resulting in a noise level greater than | | | Responsibility | |
| 90 dBA at noise-sensitive receptors and 10 dBA above the ambient | | | | |
| noise level at noise-sensitive receptors. The project sponsor team | | | | |
| shall ensure that requirements of the construction noise control | | | | |
| plan are included in contract specifications. If nighttime | | | | |
| construction is required, the plan shall include specific measures to | | | | |
| reduce nighttime construction noise. The plan shall also include | | | | |
| measures for notifying the public of construction activities, | | | | |
| complaint procedures, and a plan for monitoring construction noise | | | | |
| levels in the event complaints are received. The construction noise | | | | |
| control plan shall include the following measures to the degree | | | | |
| feasible, or other effective measures, to reduce construction noise | | | | |
| levels: | | | | |
| Use construction equipment that is in good working order, and inspect mufflers for proper functionality; Select "quiet" construction methods and equipment (e.g., improved mufflers, use of intake silencers, engine enclosures); Use construction equipment with lower noise emission ratings whenever possible, particularly for air compressors; Prohibit the idling of inactive construction equipment for more than five minutes; Locate stationary noise sources (such as compressors) as far from nearby noise-sensitive receptors as possible (including future onsite noise-sensitive receptors at the Phase 2 Bryant Street Housing under the phased construction scenarios for the Refined Project), muffle such | | | | |
| noise sources, and construct barriers around such sources and/or the construction site. • Avoid placing stationary noise-generating equipment (e.g., generators, compressors) within noise-sensitive buffer areas (as determined by the acoustical engineer) immediately adjacent to neighbors (including future onsite noise- | | | | |



| Adopted Mitigation Managers | Implementation Responsibility | Mitigation Schodula | Monitoring / Reporting | Monitoring Actions / Completion Criteria |
|--|----------------------------------|---------------------|------------------------|---|
| Adopted Mitigation Measures sensitive receptors at the Phase 2 Bryant Street Housing | Responsibility | Mitigation Schedule | Responsibility | completion criteria |
| under the phased construction scenarios for the Refined | | | | |
| Project). | | | | |
| Enclose or shield stationary noise sources from neighboring | | | | |
| , | | | | |
| noise-sensitive properties (including the future onsite noise- | | | | |
| sensitive receptors at the Phase 2 Bryant Street Housing | | | | |
| under the phased construction scenarios for the Refined | | | | |
| Project) with noise barriers to the extent feasible. To further | | | | |
| reduce noise, locate stationary equipment in pit areas or | | | | |
| excavated areas, if feasible; and | | | | |
| Install temporary barriers, barrier-backed sound curtains | | | | |
| and/or acoustical panels around working powered impact | | | | |
| equipment and, if necessary, around the perimeter of active | | | | |
| construction areas or phases. When temporary barrier units | | | | |
| are joined together, the mating surfaces shall be flush with | | | | |
| each other. Gaps between barrier units, and between the | | | | |
| bottom edge of the barrier panels and the ground, shall be | | | | |
| closed with material that completely closes the gaps, and | | | | |
| dense enough to attenuate noise. | | | | |
| Under the phased construction scenarios for the Refined | | | | |
| Project, develop strategies to reduce exposure to | | | | |
| construction noise in coordination with future onsite noise- | | | | |
| sensitive receptors at the Phase 2 Bryant Street Housing. | | | | |
| Some options to reduce noise include limiting noise to | | | | |
| Phase 2 Bryant Street receptors by delaying or limiting | | | | |
| occupancy in units closest to the construction zone or | | | | |
| notifying receptors of loud construction periods. These | | | | |
| options should be explored as part of the noise control plan | | | | |
| prepared by a qualified noise consultant and the | | | | |
| construction contractor. | | | | |
| The construction noise control plan shall include the following | | | | |
| measures for notifying the public of construction activities, | | | | |
| complaint procedures, and monitoring construction noise levels: | | | | |



| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|--|----------------------------------|---------------------|--|---|
| Designate an on-site construction noise manager for the | | | p | |
| project; | | | | |
| Notify neighboring noise-sensitive receptors within 300 feet | | | | |
| of the project construction area at least 30 days in advance | | | | |
| of high-intensity noise-generating activities (e.g., pier | | | | |
| drilling, pile driving, and other activities that may generate | | | | |
| noise levels greater than 90 dBA at noise-sensitive | | | | |
| receptors) about the estimated duration of the activity | | | | |
| (including future onsite noise-sensitive receptors at the | | | | |
| Phase 2 Bryant Street Housing under the phased | | | | |
| construction scenarios for the Refined Project); | | | | |
| Post a sign onsite describing noise complaint procedures | | | | |
| and a complaint hotline number that shall always be | | | | |
| answered during construction; | | | | |
| Implement a procedure for notifying the planning | | | | |
| department of any noise complaints within one week of receiving a complaint; | | | | |
| Establish a list of measures for responding to and tracking | | | | |
| complaints pertaining to construction noise. Such | | | | |
| measures may include the evaluation and implementation | | | | |
| of additional noise controls at sensitive receptors | | | | |
| (residences, hospitals, convalescent homes, schools, | | | | |
| churches, hotels and motels, and sensitive wildlife habitat); | | | | |
| and | | | | |
| Conduct noise monitoring (measurements) at the beginning | | | | |
| of major construction phases (e.g., demolition, grading, | | | | |
| excavation) and during high-intensity construction activities | | | | |
| to determine the effectiveness of noise attenuation | | | | |
| measures and, if necessary, implement additional noise | | | | |
| control measures. | | | | |
| The construction noise control plan shall include the following | | | | |
| additional measures in the event of pile-driving activities: | | | | |



| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|--|--|---|--|--|
| When pile driving is to occur within 600 feet of a noise-sensitive receptor, implement "quiet" pile-driving technology (such as pre-drilling of piles, sonic pile drivers, auger cast-in-place, or drilled-displacement, or the use of more than one pile driver to shorten the total pile-driving duration [only if such measure is preferable to reduce impacts to sensitive receptors]) where feasible, in consideration of geotechnical and structural requirements and conditions; Where the use of driven impact piles cannot be avoided, properly fit impact pile driving equipment with an intake and exhaust muffler and a sound-attenuating shroud, as specified by the manufacturer; and Conduct noise monitoring (measurements) before, during, and after the pile-driving activity. | Responsibility | mitigation schedule | Responsibility | Completion Criteria |
| Mitigation Measure M-NO-2: Vibration-Sensitive Equipment at 2601 Mariposa Street (KQED Building) | | | | |
| Prior to construction, the SFMTA and private project co-sponsor and/or its contractors on SFMTA's behalf (referred to below as project sponsor team) shall designate and make available a community liaison to respond to vibration complaints from building occupants at the KQED building, located at 2601 Mariposa Street. Contact information for the community liaison shall be posted in a conspicuous location so that it is clearly visible to building occupants most likely to be disturbed. Through the community liaison, the project sponsor team shall provide notification to property owners and occupants of 2601 Mariposa Street at least 10 days prior to construction activities involving equipment that can generate vibration capable of interfering with vibration-sensitive equipment, informing them of the estimated start date and duration of vibration-generating construction activities. Equipment types capable of generating such vibration include an impact pile | Project Sponsor Team, and qualified consultant, at the direction of the ERO | Prior to the issuance building and construction permits | Project sponsor, project acoustical engineer and Planning Department | Considered complete after construction activities are completed and after buildings and/or structures are remediated to their pre-construction condition at the conclusion of vibration-generating activity on the site, should any damage occur |



| | Implementation | | Monitoring / Reporting | Monitoring Actions / |
|--|----------------|---------------------|------------------------|----------------------|
| Adopted Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| driver, or similar equipment, operating within 250 feet of the | | | | |
| building or a vibratory roller, or similar equipment, operating within | | | | |
| 125 feet of the building. If feasible, the project sponsor team shall | | | | |
| identify potential alternative equipment and techniques that could | | | | |
| reduce construction vibration levels. Alternative equipment and | | | | |
| techniques may include, but are not limited to: | | | | |
| pre-drilled piles, | | | | |
| • caisson drilling, | | | | |
| oscillating or rotating pile installation, | | | | |
| jetting piles into place using a water injection at the tip of | | | | |
| the pile could be substituted for driven piles, if feasible, | | | | |
| based on soil conditions, | | | | |
| static rollers could be substituted for vibratory rollers in | | | | |
| some cases. | | | | |
| If concerns prior to construction or complaints during construction | | | | |
| related to equipment interference are identified, the community | | | | |
| liaison shall work with the project sponsor team and the affected | | | | |
| building occupants to resolve the concerns such that the vibration | | | | |
| control measures would meet a performance target of the 65 VdB | | | | |
| vibration level threshold for vibration sensitive equipment, as set | | | | |
| forth by Federal Transit Authority (FTA). To resolve concerns raised | | | | |
| by building occupants, the community liaison shall convey the | | | | |
| details of the complaint(s) to the project sponsor team, such as who | | | | |
| shall implement specific measures to ensure that the project | | | | |
| construction meets the performance target of 65 VdB vibration level | | | | |
| for vibration sensitive equipment. These measures may include | | | | |
| evaluation by a qualified noise and vibration consultant, scheduling | | | | |
| certain construction activities outside the hours of operation or | | | | |
| recording periods of specific vibration-sensitive equipment if | | | | |
| feasible, and/or conducting ground-borne vibration monitoring to | | | | |
| document that the project can meet the performance target of | | | | |
| 65 VdB at specific distances and/or locations. Ground-borne | | | | |



| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|---|--|--|--|--|
| vibration monitoring, if appropriate to resolve concerns, shall be conducted by a qualified noise and vibration consultant. | | | | |
| Mitigation Measure NO-3: Fixed Mechanical Equipment Noise Control for Building Operations | | | | |
| The SFMTA and a private project co-sponsor and/or its contractors on SFMTA's behalf (referred to below as project sponsor team) shall prepare operational noise control documentation as detailed below. Prior to approval of a building permit, the project sponsor team shall submit documentation to the Environmental Review Officer (ERO) or the officer's designee, demonstrating with reasonable certainty that the building's fixed mechanical equipment (such as heating, ventilation and air conditioning [HVAC] equipment) meets the noise limits specified in sections 2909 (b) and 2909 (d) of the noise ordinance (i.e., an 8-dB increase above the ambient noise level at the property plane for commercial or mixed-use properties; and interior noise limits of 55 dBA and 45 dBA for daytime and nighttime hours inside any sleeping or living room in a nearby dwelling unit on a residential property assuming windows open, respectively). Acoustical treatments required to meet the noise ordinance may include, but are not limited to: | Project Sponsor Team and qualified consultant, at the direction of the ERO | Prior to the issuance building permit | Environmental Review Officer (ERO) or designee | Considered complete after receipt and acceptance of the appropriate documentation to the ERO |
| Enclosing noise-generating mechanical equipment; Installing relatively quiet models of air handlers, exhaust fans, and other mechanical equipment; Using mufflers or silencers on equipment exhaust fans; Orienting or shielding equipment to protect noise-sensitive receptors (residences, hospitals, convalescent homes, schools, churches, hotels and motels, and sensitive wildlife habitat) to the greatest extent feasible; Increasing the distance between noise-generating equipment and noise-sensitive receptors; and/or | | | | |



| | Implementation | OIIII ORING | Monitoring / Reporting | Monitoring Actions / |
|--|---|--|---|---|
| Adopted Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| Placing barriers around the equipment to facilitate the attenuation of noise. | | | | |
| Compliance with this fixed-mechanical equipment noise control for building operations standard requirement does not obviate the need for the equipment to demonstrate compliance with the noise ordinance throughout the lifetime of the project. AIR QUALITY Mitigation Measure M-AQ-1: Off-Road Construction Equipment | | | | |
| Emissions Minimization | | | | |
| The SFMTA and private project co-sponsor and/or its contractors on SFMTA's behalf (referred to below as project sponsor team) shall comply with the following: A. Engine Requirements. 1. All off-road equipment greater than or equal to 25 horsepower shall have engines that meet U.S. EPA or California Air Resources Board Tier 4 Final off-road emission standards. 2. Where access to alternative sources of power is available, portable diesel engines shall be prohibited. If access to alternative sources of power is infeasible, portable diesel engines shall meet the requirements of Subsection (A)(1). 3. Diesel engines, whether for off-road or on-road | Project Sponsor Team, construction contractors | Prior to issuance of a construction permit; implementation ongoing during construction | Environmental Review Officer (ERO) or designee/ project sponsor | Considered complete upon Planning Department review and approval of Construction Emissions Minimization Plan, ongoing review and approval of biannual reports, and review and approval of final construction report |
| equipment, shall not be left idling for more than two minutes, at any location, except as provided in exceptions to the applicable state regulations regarding idling for off-road and on-road equipment (e.g., traffic conditions, safe operating conditions). The project sponsor team shall post legible and visible signs in English, Spanish, and Chinese, in designated queuing | | | | |



MONITORING AND REPORTING PROGRAM¹

| | Implementation | | Monitoring / Reporting | Monitoring Actions / |
|--|----------------|---------------------|------------------------|----------------------|
| Adopted Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| areas and at the construction site to remind operators of | | | | |
| the two-minute idling limit. | | | | |
| 4. The project sponsor team shall instruct construction | | | | |
| workers and equipment operators on the maintenance | | | | |
| and tuning of construction equipment and require that | | | | |
| such workers and operators properly maintain and tune | | | | |
| equipment in accordance with manufacturer | | | | |
| specifications. | | | | |
| B. Waivers. | | | | |
| 1. The San Francisco Planning Department Environmental | | | | |
| Review Officer (ERO) may waive the equipment | | | | |
| requirements of Subsection (A)(1) if: a particular piece of | | | | |
| off-road Tier 4 Final equipment is not regionally | | | | |
| available, not technically feasible, or would not produce | | | | |
| desired emissions reduction due to expected operating | | | | |
| modes. In granting the waiver, the project sponsor team | | | | |
| must demonstrate with substantial evidence that the | | | | |
| project construction does not exceed the BAAQMD | | | | |
| threshold for NOx (54 lbs/day) by resulting in a net | | | | |
| increase of average daily NOx emissions greater than 4 | | | | |
| pounds per day. The project sponsor team must also | | | | |
| demonstrate with substantial evidence that the overall | | | | |
| combined construction and operational excess cancer | | | | |
| risk does not exceed 7 per 1 million persons exposed at | | | | |
| nearby sensitive receptors. | | | | |
| C. Construction Emissions Minimization Plan. | | | | |
| 1. Before starting onsite construction activities, the project | | | | |
| sponsor team shall submit a Construction Emissions | | | | |
| Minimization Plan (Plan) to the ERO for review and | | | | |
| approval. The Plan shall state, in reasonable detail, how | | | | |
| the project sponsor team will meet the requirements of | | | | |
| Section A. | | | | |



| | Implementation | | Monitoring / Reporting | Monitoring Actions / |
|--|----------------|---------------------|------------------------|----------------------|
| Adopted Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| 2. The Plan shall include estimates of the construction | | | | |
| timeline by phase, with a description of each piece of off- | | | | |
| road equipment required for every construction phase. | | | | |
| The description may include, but is not limited to: | | | | |
| equipment type, equipment manufacturer, equipment | | | | |
| identification number, engine model year, engine | | | | |
| certification (Tier rating), horsepower, engine serial | | | | |
| number, and expected fuel use and hours of operation. | | | | |
| 3. The project sponsor team shall ensure that all applicable | | | | |
| requirements of the Plan have been incorporated into | | | | |
| the contract specifications. The Plan shall include a | | | | |
| certification statement that the project sponsor team | | | | |
| agrees to comply fully with the Plan. | | | | |
| 4. The project sponsor team shall make the Plan available | | | | |
| to the public for review onsite during working hours. The | | | | |
| project sponsor team shall post at the construction site | | | | |
| a legible and visible sign summarizing the Plan. The sign | | | | |
| shall also state that the public may ask to inspect the | | | | |
| Plan for the project at any time during working hours and | | | | |
| shall explain how to request to inspect the Plan. The | | | | |
| project sponsor team shall post at least one copy of the | | | | |
| sign in a visible location on each side of the construction | | | | |
| site facing a public right-of-way. | | | | |
| D. Monitoring | | | | |
| 1. After start of construction activities, the project sponsor | | | | |
| team shall submit biannual reports to the ERO | | | | |
| documenting compliance with the Plan. After | | | | |
| completion of construction activities and prior to | | | | |
| receiving a final certificate of occupancy, the project | | | | |
| sponsor team shall submit to the ERO a final report | | | | |
| summarizing construction activities, including the start | | | | |
| and end dates and duration of each construction phase, | | | | |
| and the specific information required in the Plan. | | | | |



| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|---|---|--|--|---|
| Mitigation Measure M-AQ-3: Emergency Diesel Generator Health Risk Reduction Plan | | | | |
| The SFMTA and private project co-sponsor and/or its contractors on SFMTA's behalf (referred to below as the project sponsor team) shall comply with the following: 1. Require all emergency diesel generators to meet Tier 4 Final emission standards and reduce annual testing limit to 20 hours per year for each generator; or 2. Require all emergency generators to be battery-powered; or 3. The project sponsor team shall retain a qualified air quality consultant to develop an Emergency Diesel Generator Health Risk Reduction Plan. The project sponsor team shall submit the plan to the San Francisco Planning Department Environmental Review Officer (ERO) for review and approval prior to issuance of a permit for emergency diesel generators from the San Francisco Department of Building Inspection or the Bay Area Air Quality Management District. The plan must include, for each emergency diesel generator, a description of the anticipated venting location, engine specifications, and annual maintenance testing procedures. The plan must demonstrate with substantial evidence that annual maintenance testing will not result in the project's overall construction and operational cancer risk exceeding 7 per one million persons exposed at nearby offsite sensitive receptors. Additionally, the operator of the facility at which the generators are located (including the private project co-sponsor as applicable) shall be required to maintain records of the testing schedule for each emergency diesel generator for the life of that generator and to | Project Sponsor Team and construction contractor | Prior to issuance of a permit for emergency diesel generator | Project Sponsor Team, facility maintenance contractor, and the Planning Department | Considered complete upon Planning Department review and approval of Emergency Diesel Generator Health Risk Reduction Plan |



| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|---|---|---|---|--|
| provide this information for review to the planning department | | | | |
| within three months of requesting such information. | | | | |
| WIND | | | | |
| Mitigation Measure M-WI-1(a): Design Measures to Reduce Project- Specific Wind Impacts | | | | |
| The project sponsor team shall retain a qualified wind consultant to prepare, in consultation with the San Francisco Planning Department (planning department), a wind impact mitigation report that identifies design measures to reduce the project's wind impacts in the project scenario. Prior to certification of the Final Environmental Impact Report, the project sponsor team shall submit the wind impact mitigation report to the planning department for its final review and approval. The wind impact mitigation report shall incorporate updated information on the building design based on a list of potential wind reduction measures identified below, along with the estimated effectiveness of each measure to reduce the identified off-site wind hazards. • Porous façades on portions of the north, east and west sides for natural ventilation as part of the heating, ventilation, and air conditioning strategy for the new transit facility at the second and third levels • Recessed building corner up to 12 feet in height at the southwest corner of proposed building near Bryant/Mariposa intersection • Vertical elevated screens on portions of the second and third levels of the west façade (Bryant Street) • Vertical wind screens at grade level on the adjacent Bryant Street sidewalk near the Bryant/Mariposa intersection | Project Sponsor Team/qualified consultant | Prior to completion of the environmental review | Project Sponsor Team, and the Planning Department | Completion of and acceptance of the wind impact mitigation report by the Planning Department |
| Such wind reduction design measures may include additional onsite landscaping, or equivalent wind-reducing features; and off-site wind reduction measures such as landscaping, streetscape | | | | |



| | Implementation | - Inditional Control | Monitoring / Reporting | Monitoring Actions / |
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| Adopted Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| improvements or other wind-reducing features, such as wind screens. | | | | |
| The project sponsor team shall implement as many of the design measures identified in the wind impact mitigation report as needed to reduce the proposed project's or project variants' potential to create a new wind hazard or exacerbate an existing wind hazard in publicly accessible areas of substantial pedestrian use to less-than-significant levels. The final wind impact mitigation report should not find that the project produces a net increase of the already identified wind hazard exceedances. The planning department shall approve the final list of wind reduction measures that the project sponsor team shall implement. | | | | |
| Mitigation Measure M-WI-1(b): Additional Wind Testing | | | | |
| If changes to the building design or massing are proposed after certification of the Final Environmental Impact Report, additional wind analysis may be required to confirm the modified design does not result in any 9-hour wind hazard exceedances and to minimize 1-hour wind hazard exceedances. If the planning department determines that the modified design could result in wind hazard criterion exceedances (for example, due to the removal of one or more wind reducing features), the project sponsor team shall retain a qualified wind consultant to prepare a wind analysis under the direction of the planning department. The wind analysis may require a wind tunnel test and shall identify wind reduction measures needed to avoid 9-hour wind hazard exceedances. | Project Sponsor Team /qualified consultant | Prior to completion of the environmental review | Project Sponsor Team, and the Planning Department | Completion of and acceptance of the wind impact mitigation report by the Planning Department |
| GEOLOGY AND SOILS | | | | |
| Mitigation Measure M-GE-6a: Inadvertent Discovery of Paleontological Resources | | | | |



| | | MONTOKING | AND REPORTING PROGRAM | |
|---|--|--|---|---|
| Adonted Mitigation Measures | Implementation | Mitigation Schedule | Monitoring / Reporting | Monitoring Actions / |
| Worker Awareness Training - Prior to commencing construction, and ongoing throughout ground disturbing activities (e.g., excavation, utility installation, the project sponsor and/or their designee shall ensure that all project construction workers are trained on the contents of the Paleontological Resources Alert Sheet, as provided by the Planning Department. The Paleontological Resources Alert Sheet shall be prominently displayed at the construction site during ground disturbing activities for reference regarding potential paleontological | Responsibility Project Sponsor Team, construction contractors, at the direction of the ERO | Mitigation Schedule Prior to construction commencement | Responsibility Project Sponsor Team and the Planning Department | Submission of evidence of worker awareness training and distribution of alert sheet to the satisfaction of the Planning Department, including proper adherence to procedures if a resource is encountered |
| In addition, the project sponsor shall inform the contractor and construction personnel of the immediate stop work procedures and other procedures to be followed if bones or other potential fossils are unearthed at the project site. Should new workers that will be involved in ground disturbing construction activities begin employment after the initial training has occurred, the construction supervisor shall ensure that they receive the worker awareness training as described above. | | | | |
| The project sponsor shall complete the standard form/affidavit confirming the timing of the worker awareness training to the Environmental Review Officer (ERO). The affidavit shall confirm the project's location, the date of training, the location of the informational handout display, and the number of participants. The affidavit shall be transmitted to the ERO within five (5) business days of conducting the training. | | | | |
| Paleontological Resource Discoveries - In the event of the discovery of an unanticipated paleontological resource during project construction, ground disturbing activities shall temporarily be halted within 25 feet of the find until the discovery is examined by a qualified paleontologist as recommended by the Society of | | | | |



| Adopted Mitigation Measures Vertebrate Paleontology standards (SVP 2010) and Best Practices in Mitigation Paleontology (Murphey et al. 2019). Work within the sensitive area shall resume only when deemed appropriate by the qualified paleontologist in consultation with the ERO. The qualified paleontologist shall determine: 1) if the discovery is scientifically significant, 2) the necessity for involving other responsible or resource agencies and stakeholders, if required or determined applicable, and 3) methods for resource recovery. If a paleontological resource assessment results in a determination that the resource is not scientifically important, this conclusion shall be documented in a Paleontological Evaluation Letter to demonstrate compliance with applicable statutory requirements (e.g., Federal Antiquities Act of 1906, ECRO Guidelines Section 150645, California Public Resources Preservation Act 2009). The Paleontological Evaluation Letter shall be submitted to the ERO for review within 30 days of the discovery. If the qualified paleontologist determines that a paleontological resource is of scientific importance, and there are no feasible measures to avoid disturbing this paleontological resource, the qualified paleontologist shall prepare a Paleontological Mitigation Program. The mitigation program shall include measures to fully document and recover the resource of scientific importance. The qualified paleontologist shall submit the mitigation program to the ERO for review and approval within 10 business days of the discovery. Upon approval by the ERO, ground disturbing activities in the project area shall resume and be monitored as determined by the qualified paleontologist for the duration of such activities. | | | MONITORING | AND REPORTING PROGRAM- | |
|--|--|----------------|---------------------|------------------------|---------------------|
| Vertebrate Paleontology (Murphey et al. 2019) and Best Practices in Mitigation Paleontology (Murphey et al. 2019). Work within the sensitive area shall resume only when deemed appropriate by the qualified paleontologist in consultation with the ERO. The qualified paleontologist shall determine: 1) if the discovery is scientifically significant; 2) the necessity for involving other responsible or resource agencies and stakeholders, if required or determined applicable; and 3) methods for resource recovery. If a paleontological resource assessment results in a determination that the resource is not scientifically important, this conclusion shall be documented in a Paleontological Evaluation Letter to demonstrate compliance with applicable statutory requirements (e.g., Federal Antiquities Act of 1906, ECPA Guidelines Section 1504-5, California Public Resources Preservation Act 2009). The Paleontological Evaluation Letter shall be submitted to the ERO for review within 30 days of the discovery. If the qualified paleontologist determines that a paleontological resource, the qualified paleontologist all prepare a Paleontological Mitigation Program. The mitigation program shall include measures to fully document and recover the resource of scientific importance. The qualified paleontologist shall submit the mitigation program to the ERO for review and approval within 10 business days of the discovery. Upon approval by the ERO, ground disturbing activities in the project area shall resume and be monitored as determined by the qualified paleontologist for the duration of such activities. The mitigation program shall include: 1) procedures for | Adapted Mitigation Managers | • | Mitigation Cahadula | | |
| Mitigation Paleontology (Murphey et al. 2019). Work within the sensitive area shall resume only when deemed appropriate by the qualified paleontologist in consultation with the ERO. The qualified paleontologist shall determine: 1) if the discovery is scientifically significant; 2) the necessity for involving other responsible or resource agencies and stakeholders, if required or determined applicable; and 3) methods for resource recovery. If a paleontological resource assessment results in a determination that the resource is not scientifically important, this conclusion shall be documented in a Paleontological Evaluation Letter to demonstrate compliance with applicable statutory requirements (e.g., Federal Antiquities Act of 1906, CEQA Guidelines Section 15064.5, California Public Resources Code Chapter 17, Section 5097.5, Paleontological Resources Preservation Act 2009). The Paleontological Evaluation Letter shall be submitted to the ERO for review within 30 days of the discovery. If the qualified paleontologist determines that a paleontological resource is of scientific importance, and there are no feasible measures to avoid disturbing this paleontological Portugation Program. The mitigation program shall include measures to fully document and recover the resource of scientific importance. The qualified paleontologist shall submit the mitigation program to the ERO for review and approval within 10 business days of the discovery. Upon approval by the ERO, ground disturbing activities in the project area shall resume and be monitored as determined by the qualified paleontologist for the duration of such activities. The mitigation program shall include: 1) procedures for | | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| sensitive area shall resume only when deemed appropriate by the qualified paleontologist in consultation with the ERO. The qualified paleontologist shall determine: 1) if the discovery is scientifically significant; 2) the necessity for involving other responsible or resource apencies and stakeholders, if required or determined applicable; and 3) methods for resource recovery. If a paleontological resource assessment results in a determination that the resource is not scientifically important, this conclusion shall be documented in a Paleontological Evaluation Letter to demonstrate compliance with applicable statutory requirements (e.g., Federal Antiquities Act of 1906, CEQA Guidelines Section 15064.5, California Public Resources Code Chapter 17, Section 5037.5, Paleontological Resources Preservation Act 2009). The Paleontological Evaluation Letter shall be submitted to the ERO for review within 30 days of the discovery. If the qualified paleontologist determines that a paleontological resource is of scientific importance, and there are no feasible measures to avoid disturbing this paleontological Resource, the qualified paleontologist shall prepare a Paleontological Mitigation Program. The mitigation program shall include measures to fully document and recover the resource of scientific importance. The qualified paleontologist shall submit the mitigation program to the ERO for review and approval within 10 business days of the discovery. Upon approval by the ERO, ground disturbing activities in the project area shall resume and be monitored as determined by the qualified paleontologist for the duration of such activities. The mitigation program shall include: 1) procedures for | | | | | |
| qualified paleontologist in consultation with the ERO. The qualified paleontologist shall determine: 1) if the discovery is scientifically significant; 2) the necessity for involving other responsible or resource agencies and stakeholders, if required or determined applicable; and 3) methods for resource necovery. If a paleontological resource assessment results in a determination that the resource is not scientifically important, this conclusion shall be documented in a Paleontological Evaluation Letter to demonstrate compliance with applicable statutory requirements (e.g., Federal Antiquities Act of 1906, CEQA Guidelines Section 15064.5, California Public Resources Code Chapter 17, Section 5097.5, Paleontological Resources Preservation Act 2009). The Paleontological Evaluation Letter shall be submitted to the ERO for review within 30 days of the discovery. If the qualified paleontologist determines that a paleontological resource is of scientific importance, and there are no feasible measures to avoid disturbing this paleontological resource, the qualified paleontologist shall prepare a Paleontological Mitigation Program. The mitigation program shall include measures to fully document and recover the resource of scientific importance. The qualified paleontologist shall submit the mitigation program to the ERO for review and approval within 10 business days of the discovery. Upon approval by the ERO, ground disturbing activities in the project area shall resume and be monitored as determined by the qualified paleontologist for the duration of such activities. The mitigation program shall include: 1) procedures for | | | | | |
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| scientifically significant; 2) the necessity for involving other responsible or resource agencies and stakeholders, if required or determined applicable; and 3) methods for resource recovery. If a paleontological resource assessment results in a determination that the resource is not scientifically important, this conclusion shall be documented in a Paleontological Evaluation Letter to demonstrate compliance with applicable statutory requirements (e.g., Federal Antiquities Act of 1906, CEQA Guidelines Section 15064.5, California Public Resources Code Chapter 17, Section 5097.5, Paleontological Resources Preservation Act 2009). The Paleontological Evaluation Letter shall be submitted to the ERO for review within 30 days of the discovery. If the qualified paleontologist determines that a paleontological resource is of scientific importance, and there are no feasible measures to avoid disturbing this paleontological resource, the qualified paleontologist shall prepare a Paleontological Mitigation Program. The mitigation program shall include measures to fully document and recover the resource of scientific importance. The qualified paleontologist shall submit the mitigation program to the ERO for review and approval within 10 business days of the discovery. Upon approval by the ERO, ground disturbing activities in the project area shall resume and be monitored as determined by the qualified paleontologist for the duration of such activities. The mitigation program shall include: 1) procedures for | qualified paleontologist in consultation with the ERO. | | | | |
| scientifically significant; 2) the necessity for involving other responsible or resource agencies and stakeholders, if required or determined applicable; and 3) methods for resource recovery. If a paleontological resource assessment results in a determination that the resource is not scientifically important, this conclusion shall be documented in a Paleontological Evaluation Letter to demonstrate compliance with applicable statutory requirements (e.g., Federal Antiquities Act of 1906, CEQA Guidelines Section 15064.5, California Public Resources Code Chapter 17, Section 5097.5, Paleontological Resources Preservation Act 2009). The Paleontological Evaluation Letter shall be submitted to the ERO for review within 30 days of the discovery. If the qualified paleontologist determines that a paleontological resource is of scientific importance, and there are no feasible measures to avoid disturbing this paleontological resource, the qualified paleontologist shall prepare a Paleontological Mitigation Program. The mitigation program shall include measures to fully document and recover the resource of scientific importance. The qualified paleontologist shall submit the mitigation program to the ERO for review and approval within 10 business days of the discovery. Upon approval by the ERO, ground disturbing activities in the project area shall resume and be monitored as determined by the qualified paleontologist for the duration of such activities. The mitigation program shall include: 1) procedures for | | | | | |
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| The mitigation program shall include: 1) procedures for | | | | | |
| | and qualified pareonitorogist for the duration of such detivities. | | | | |
| | The mitigation program shall include: 1) procedures for | | | | |
| ICONSTRUCTION FROM A CHE DIVIECESTE. ZEUSSTEDERATATION AUG. E | construction monitoring at the project site; 2) fossil preparation and | | | | |



| Adopted Mitigation Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|--|----------------------------------|-----------------------|--|---|
| identification procedures; 3) curation of paleontological resources | Responsibility | Mitigation Schedute | Responsibility | Completion criteria |
| of scientific importance into an appropriate repository; and 4) | | | | |
| preparation of a Paleontological Resources Report (report or | | | | |
| paleontology report) at the conclusion of ground disturbing | | | | |
| activities. The report shall include dates of field work, results of | | | | |
| monitoring, fossil identifications to the lowest possible taxonomic | | | | |
| level, analysis of the fossil collection, a discussion of the scientific | | | | |
| significance of the fossil collection, conclusions, locality forms, an | | | | |
| itemized list of specimens, and a repository receipt from the | | | | |
| curation facility. The project sponsor shall be responsible for the | | | | |
| preparation and implementation of the mitigation program, in | | | | |
| addition to any costs necessary to prepare and identify collected | | | | |
| fossils, and for any curation fees charged by the paleontological | | | | |
| repository. The paleontology report shall be submitted to the ERO | | | | |
| for review within 30 business days from conclusion of ground | | | | |
| disturbing activities, or as negotiated following consultation with | | | | |
| the ERO. | | | | |
| Mitigation Measure M-GE-6b: Preconstruction Paleontological | | | | |
| Evaluation and Monitoring Plan during Construction | | | | |
| The project sponsor shall engage a qualified paleontologist to | Project Sponsor | Prior to construction | Project Sponsor Team and the | Completion of and |
| develop a site-specific monitoring plan prior to commencing soil- | Team, construction | commencement | Planning Department | acceptance of the Preconstruction |
| disturbing activities at the project site. The Preconstruction | contractors, and | | | Paleontological Evaluation |
| Paleontological Monitoring Plan would determine project | qualified | | | by the Planning |
| construction activities requiring paleontological monitoring based | consultant, at the | | | Department |
| on those may affect sediments with moderate sensitivity for | direction of the | | | |
| paleontological resources. Prior to issuance of any demolition | ERO | | | |
| permit, the project sponsor shall submit the Preconstruction | | | | |
| Paleontological Monitoring Plan to the ERO for approval. | | | | |
| At a minimum, the plan shall include: | | | | |
| 1. Project Description | | | | |
| Regulatory Environment – outline applicable federal, state and local regulations | | | | |



| | | Implementation | | Monitoring / Reporting | Monitoring Actions / |
|----|---|----------------|---------------------|------------------------|----------------------|
| | d Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| | Summary of Sensitivity Classification(s) | | | | |
| 4. | , 8 | | | | |
| | 4.a. Field studies conducted by the approved paleontologist | | | | |
| | to check for fossils at the surface and assess the exposed | | | | |
| | sediments. | | | | |
| | 4.b. Literature Review to include an examination of geologic | | | | |
| | maps and a review of relevant geological and | | | | |
| | paleontological literature to determine the nature of | | | | |
| | geologic units in the project area. | | | | |
| | 4.c. Locality Search to include outreach to the University of | | | | |
| | California Museum of Paleontology in Berkeley. | | | | |
| 5. | , | | | | |
| | finding of potential site sensitivity for paleontological | | | | |
| | resources; and depth of potential resources if known. | | | | |
| 6. | Recommendations for any additional measures that could | | | | |
| | be necessary to avoid or reduce any adverse impacts to | | | | |
| | recorded and/or inadvertently discovered paleontological | | | | |
| | resources of scientific importance. Such measures could | | | | |
| | include: | | | | |
| | 6.a. Avoidance: If a known fossil locality appears to contain | | | | |
| | critical scientific information that should be left undisturbed | | | | |
| | for subsequent scientific evaluation. | | | | |
| | 6.b. Fossil Recovery: If isolated small, medium- or large- | | | | |
| | sized fossils are discovered during field surveys or | | | | |
| | construction monitoring, and they are determined to be | | | | |
| | scientifically significant, they should be recovered. Fossil | | | | |
| | recovery may involve collecting a fully exposed fossil from | | | | |
| | the ground surface, or may involve a systematic excavation, | | | | |
| | depending upon the size and complexity of the fossil | | | | |
| | discovery. | | | | |
| | 6.c. Monitoring: Monitoring involves systematic inspections | | | | |
| | of graded cut slopes, trench sidewalls, spoils piles, and | | | | |
| | other types of construction | | | | |



| | Implementation | | Monitoring / Reporting | Monitoring Actions / |
|--|----------------|---------------------|------------------------|----------------------|
| Adopted Mitigation Measures | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| excavations for the presence of fossils, and the fossil | | | | |
| recovery and documentation of these fossils before they are | | | | |
| destroyed by further ground disturbing actions. Standard | | | | |
| monitoring is typically used in the most paleontologically | | | | |
| sensitive geographic areas/geologic units (moderate, high | | | | |
| and very high potential); while spot-check monitoring is | | | | |
| typically used in geographic areas/geologic units of | | | | |
| moderate or unknown paleontological sensitivity (moderate | | | | |
| or unknown potential). | | | | |
| 6.d. Data recovery and reporting: Fossil and associated data | | | | |
| discovered during soils disturbing activities should be | | | | |
| treated according to professional paleontological standards | | | | |
| and documented in a data recovery report. The plan should | | | | |
| define the scope of the data recovery report. | | | | |
| define the scope of the data recovery report. | | | | |
| The consultant shall document the monitoring conducted | | | | |
| according to the monitoring plan and any data recovery completed | | | | |
| for significant paleontological resource finds discovered, if any. | | | | |
| Plans and reports prepared by the consultant shall be considered | | | | |
| draft reports subject to revision until final approval by the ERO. The | | | | |
| | | | | |
| final monitoring report and any data recovery report shall be | | | | |
| submitted to the ERO prior to the certificate of occupancy. | | | | |

Continues on the next page.



Table 5: IMPROVEMENT MEASURES FOR THE POTRERO YARD MODERNIZATION PROJECT

MONITORING AND REPORTING PROGRAM¹ **Monitoring Actions Implementation** Monitoring / Reporting Responsibility Responsibility **Completion Criteria Adopted Improvement Measures Mitigation Schedule** IMPROVEMENT MEASURES AGREED TO BY PROJECT SPONSOR TEAM TRANSPORTATION Improvement Measure I-TR-A: Construction Management Plan – Additional Measures As part of the project's construction management plan, the SFMTA Project Sponsor Project Sponsor Team, SFMTA Considered complete upon Prior to the issuance Team, including of construction (in its regulatory capacity) the submittal and approval and a private project co-sponsor and/or its contractors on SFMTA's SFMTA regulatory of the Construction permits: behalf (referred to as project sponsor team) will require additional teams, and Management Plan to the implementation measures to further minimize disruptions to people walking and construction SFMTA (in its regulatory ongoing during bicycling, transit, and emergency vehicles during project contractor construction with capacity) construction updates construction: The additional measures include: provided weekly: Active Monitoring of Carpool, Bicycle, Walk, and Transit Access for Construction Detours as needed Workers—Carpool, Bicycle, Walk, and Transit Access for Construction Workers—To minimize parking demand and vehicle trips associated with construction workers, the construction contractor will include as part of the Construction Management Plan methods to encourage carpooling, bicycle, walk, and transit access to the project site by construction workers. These methods could include providing secure bicycle parking spaces, participating in free-to-employee and employer ride matching program from www.511.org, participating in emergency ride home program through the City of San Francisco (www.sferh.org), and providing transit information to construction workers. Project Construction Updates for Adjacent Businesses and **Residents**— To minimize construction impacts on access to nearby residences and businesses, the project sponsor team will provide nearby residences and adjacent businesses with regularly updated information regarding project construction, including construction activities, peak construction vehicle activities, travel lane closures,



| | | MONTORINO | AND REPORTING PROGRAM | |
|---|----------------------------------|---|---|---|
| Adopted Improvement Measures | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
| and parking lane and sidewalk closures (e.g., via the project's website). At regular intervals to be defined in the construction management plan, a regular email notice will be distributed by the project sponsor team that would provide current construction information of interest to neighbors, as well as contact information for specific construction inquiries or concerns. Improvement Measure I-TR-B: Driveway and Loading Operations Plan (DLOP) | | | | 30 |
| The project sponsor team (including joint development project sponsor as applicable) will be required to prepare and implement a Driveway and Loading Operations Plan (DLOP). The DLOP will be prepared by the private project co-sponsor, in coordination with the SFMTA, and submitted as part of the application for the first temporary occupancy permit. The DLOP will include provisions to manage loading activities and driveway operations associated with the below-grade onsite loading spaces; provisions for assessing onstreet commercial and passenger loading supply and protocol for expanding on-street supply, if needed; provisions for trash/recycling/compost truck access and collection operations; provisions for residential move-in and move-out operations; provisions for scheduling Muni deliveries using the onsite loading facilities; and provisions for accommodating recurring deliveries such as UPS, Federal Express, and USPS within the onsite loading facilities. | Project Sponsor Team | Project Sponsor Team to submit Loading Management Plan to ERO prior to the issuance of any certificate of occupancy for the proposed project. | ERO, Project Sponsor Team or successor owner/ manager of residential building | Considered complete upon ERO approval of Loading Management Plan; Ongoing monitoring to continue indefinitely |
| The intent of the DLOP is to reduce potential conflicts between passenger and freight loading and transit operations, and between passenger and freight loading activities and people walking and bicycling, and other vehicles in the project vicinity, as well as to maximize reliance on onsite facilities to accommodate freight loading demand. | | | | |



Table 6: PUBLIC WORKS STANDARD CONSTRUCTION MEASURES FOR THE POTRERO YARD MODERNIZATION PROJECT

Public Works' Regulatory Affairs division will ensure the Standard Construction Measures are included in construction specifications and contracts. The planning department environmental monitoring team will confirm the public works standard construction measures have been incorporated into the final project agreement with the project sponsor team.

| | MONITORING AND REPORTING PROGRAM ¹ | | | |
|--|---|-----------------------------|--|---|
| Adopted Public Works Standard Construction Measure | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
| PUBLIC WORKS STANDARD CONSTRUCTION MEASURES AGREED TO BY PROJECT SPONSOR TEAM | | | | |
| Public Works Standard Construction Measure #1, Seismic and Geotechnical Studies (Geology and Soils) | | | | |
| The project manager shall ensure that projects that may potentially be affected by existing soil, slope and/or geologic conditions at the project site will be screened for liquefaction, subsidence, landslide, fault displacement, and other geological hazards at the project site, and will be engineered and designed as necessary to minimize risks to safety and reliability due to such hazards. As necessary, geotechnical investigations will be performed. | Project Sponsor Team, construction contractors | Prior to construction | Project Sponsor Team, Planning Department, Public Works Regulatory Affairs | Considered complete upon submission of geotechnical investigations, if applicable |
| Public Works Standard Construction Measure #2, Air Quality | | | | |
| All projects will comply with the Construction Dust Control Ordinance. Major construction projects that are estimated to require 20 or more days of cumulative work within the Air Pollutant Exposure Zone must comply with the additional clean construction requirements of the Clean Construction Ordinance. | Project Sponsor Team, construction contractors | Ongoing during construction | Project Sponsor Team, Planning Department, Public Works Regulatory Affairs | Considered complete upon submission of a Site- Specific Dust Control Plan for the review and approval of the Department of Public Health |
| Public Works Standard Construction Measure #3, Water Quality | | | | |
| All projects will implement erosion and sedimentation controls to be tailored to the project site, such as fiber rolls and/or gravel bags around storm drain inlets, installation of silt fences, and other such measures sufficient-to prevent discharges of sediment and other pollutants to storm drains and all surface waterways, such as San Francisco Bay, the Pacific Ocean, water supply reservoirs, wetlands, swales, and streams. As required based on project location and size, | Project Sponsor Team, construction contractors | Ongoing during construction | Project Sponsor Team, Planning Department, Public Works Regulatory Affairs | Considered complete upon Project Sponsor Team's enforcement of water quality considerations |



| Adopted Public Works Standard Construction Measure | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|---|---|-----------------------------|--|--|
| a Stormwater Control Plan (in most areas of San Francisco) or a Stormwater Pollution Prevention Plan (SWPPP) (in certain areas of San Francisco) will be prepared. If uncontaminated groundwater is encountered during excavation activities, it will be discharged in compliance with applicable water quality standards and discharge permit requirements. | | | | |
| Public Works Standard Construction Measure #4, Traffic | | | | |
| All projects will implement traffic control measures sufficient to maintain traffic and pedestrian circulation on streets affected by construction of the project. The measures will also, at a minimum, be consistent with the requirements of San Francisco Municipal Transportation Agency (SFMTA)'s Blue Book. Traffic control measures may include, but not be limited to, flaggers and/or construction warning sign age of work ahead; scheduling truck trips during non-peak hours to the extent feasible; maintaining access to driveways, private roads, and off-street commercial loading facilities by using steel trench plates or other such method; and coordination with local emergency responders to maintain emergency access. Any temporary rerouting of transit vehicles or relocation of transit facilities would be coordinated with SFMTA Muni Operations. | Project Sponsor Team, construction contractors | Ongoing during construction | Project Sponsor Team; SFMTA Muni Operations, Public Works Regulatory Affairs | Considered complete upon the submittal and approval of the Construction Management Plan to the SFMTA |
| Public Works Standard Construction Measure #5, Noise | | | | |
| All projects will comply with local noise ordinances resulting construction noise. Public Works shall undertake measures to minimize noise disruption to nearby neighbors and sensitive receptors during construction. These efforts could include using best available noise control technologies on equipment (i.e., mufflers, ducts, and acoustically attenuating shields), locating stationary noise sources (i.e., pumps and generators) away from sensitive receptors, erecting temporary noise barriers, and other such means. | Project Sponsor Team, construction contractors | Ongoing during construction | Project Sponsor Team, Planning Department, Public Works Regulatory Affairs | Considered complete upon Project Sponsor enforcement of local noise ordinances |



| Adopted Public Works Standard Construction Measure | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|---|---|-----------------------------|--|---|
| Public Works Standard Construction Measure #6, Hazardous Materials | | | | |
| Projects that involve excavation of 50 cubic yards of soil in the Maher Zone will comply with the Maher Ordinance. Projects on sites that are not currently located in the Maher Zone but have the potential to contain hazardous materials in soil and/or groundwater will be referred to the Department of Public Health as newly identified Maher sites. | Project Sponsor Team, construction contractors | Ongoing during construction | Project Sponsor Team, Planning Department, Public Works Regulatory Affairs | Considered complete upon Project Sponsor enforcement of Maher ordinance |
| Public Works Standard Construction Measure #7, Biological Resources | | | | |
| Projects will comply with all local, state, and federal requirements for surveys, analysis, and protection of biological resources (e.g., Migratory Bird Treaty Act, Federal and State Endangered Species Acts, etc.). The project site and the immediately surrounding area will be screened to determine whether biological resources may be affected by construction. If biological resources are present, a qualified biologist will carry out a survey of the project site to note the presence of general biological resources and to identify whether habitat for special-status species and/or migratory birds is present. If necessary, measures will be implemented to protect biological resources, such as installing wildlife exclusion fencing, establishing work buffer zones, installing bird deterrents, having a qualified biologist conduct monitoring, and other such applicable measures. Tree removal will also comply with any applicable tree protection ordinance. | Project Sponsor Team, construction contractors | Ongoing during construction | Project Sponsor Team, Planning Department, Public Works Regulatory Affairs | Considered complete upon Project Sponsor enforcement of biological considerations |
| Public Works Standard Construction Measure #8, Visual and Aesthetic Considerations, Project Site | | | | |
| All project sites will be maintained in a clean and orderly state. Construction staging areas will be sited away from public view, and on currently paved or previously disturbed areas, where possible. | Project Sponsor Team, construction contractors | Ongoing during construction | Project Sponsor Team, Planning Department, Public Works Regulatory Affairs | Considered complete upon Project Sponsor Team's enforcement of visual considerations |



| | | MONITORINO | AND REPORTING PROGRAM | |
|---|--------------------------|--|---|---|
| Advanda Nijewa da guada de a a a a a a a | Implementation | Military Co. | Monitoring / Reporting | Monitoring Actions / |
| Adopted Public Works Standard Construction Measure | Responsibility | Mitigation Schedule | Responsibility | Completion Criteria |
| Nighttime lighting will be directed away from residential areas and | | | | |
| have shields to prevent light spillover effects. Upon project | | | | |
| completion, project sites on City-owned lands will be returned to | | | | |
| their general pre-project condition, including re-grading of the site | | | | |
| and re-vegetation or re-paving of disturbed areas to the extent this | | | | |
| is consistent with Public Works Bureau of Urban Forestry Policy and | | | | |
| San Francisco Code. Project sites on non-City land will be restored | | | | |
| to their general pre-project condition so that the owner may return | | | | |
| them to their prior use, unless otherwise arranged with the property | | | | |
| owner. | | | | |
| Public Works Standard Construction Measure #9, Cultural Resources | | | | |
| <u> </u> | D : 16 | D: 1: | D : 10 + :1 == | |
| All projects that will alter a building or structure, produce vibrations, | Project Sponsor Team, | Prior to issuance of a construction permit | Project Sponsor Team, the EP Archeologist staff, Public | Considered complete upon compliance with Standard |
| or include soil disturbance will be screened to assess whether | construction | construction permit | Works and the ERO | Archeological Measure III |
| cultural resources are or may be present and could be affected, as | contractors | | | (Testing/Data Recovery) |
| detailed below. | | | | requirements |
| | | | | |
| Soil is defined as native earthen deposits or introduced earthen fill. | | | | |
| Soil does not include materials that were previously introduced as | | | | |
| part of roadway pavement section including asphalt concrete | | | | |
| wearing roadway base and subbase. | | | | |
| | | | | |
| Archeological Resources. The EP Archeologist has determined that | | | | |
| Standard Archeological Measure III (Testing/Data Recovery) shall be | | | | |
| implemented by Public Works to protect and/or treat significant | | | | |
| archeological resources identified as being present within the site | | | | |
| and potentially affected by the project (see Attachment H: Public | | | | |
| Works Archeological Measure III (Testing / Data Recovery)). | | | | |
| | | | | |
| 1. Public Works shall implement the EP Archeologist's | | | | |
| recommendations prior to and/or during project | | | | |
| construction consistent with Standard Archeological | | | | |
| Measure III and shall consult with the EP Archeologist in | | | | |



| Adopted Public Works Standard Construction Measure | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
|---|---|--|---|---|
| selecting a qualified archeological consultant from the EP Archeological Resources Consultant Pool, as needed, to implement these measures. | | | Responsibility | |
| 2. Soil-disturbing activities in archeologically sensitive areas, as identified through the above process, will not begin until preconstruction archeological measures required by the EP Archeologist (e.g., preparation of an Archeological Testing Plan, Archeological Treatment Plan, and/or an Archeological Data Recovery Plan) have been implemented. | | | | |
| Public Works Standard Construction Measure #9, Cultural Resources | | | | |
| All projects that will alter a building or structure, produce vibrations, or include soil will be screened to assess whether cultural resources are or may be present disturbance and could be affected, as detailed below. | Project Sponsor Team, construction contractors | Prior to issuance of a construction permit | Project Sponsor Team, the EP Preservation staff, Public Works and the ERO | Considered complete upon compliance with requirements |
| Historic (Built Environment) Resources. Where construction will take place in proximity to a building or structure identified as a significant historical resource but would not otherwise directly affect it, Public Works will implement protective measures, such as but not limited to, the erection of temporary construction barriers to ensure that inadvertent impacts to such buildings or structures are avoided. These measures shall require the development of a Construction Best Practices for Historical Resources Plan and a plan outlining the Construction Monitoring for Historical Resources Program to be reviewed and approved by CCSF Planning Department Preservation staff. | | | | |
| If a project includes or is directly adjacent to historic buildings or structures susceptible to vibration (such as but not limited to unreinforced masonry, earthen construction, lathe and plaster, or fragile architectural ornamentation) as determined in consultation with CCSF Planning Department Preservation staff, Public Works will determine if vibrations associated with proposed construction | | | | |



| | lumplamantat! | | Manitaring / Danauting | Manitarina Astis/ |
|---|----------------------------------|---------------------|--|---|
| Adopted Public Works Standard Construction Measure | Implementation Responsibility | Mitigation Schedule | Monitoring / Reporting Responsibility | Monitoring Actions / Completion Criteria |
| activities has the potential to cause damage to such buildings or structures. Generally, vibration below 0.12 inches per second peak particle velocity does not have the potential to damage sensitive buildings or structures. A vibration study may be necessary to determine if such vibration levels will occur. If Public Works determines in consultation with CCSF Planning Department Preservation staff that vibration damage may occur, Public Works will engage a qualified historic architect or historic preservation professional to document and photograph the preconstruction condition of the building and prepare a plan for monitoring the building during construction. The monitoring plan will be submitted to and approved by CCSF Planning Department Preservation Planner prior to the beginning of construction and will be implemented during construction. The monitoring plan will identify how often monitoring will occur, who will undertake the monitoring, reporting requirements on vibration levels, reporting requirements on damage to adjacent historical resources during construction, reporting procedures to follow if such damage occurs, and the scope of the preconstruction survey and post-construction conditions assessment. | Responsibility | intigution schedule | Responsibility | Completion circuit |
| If any damage to a historic building or structure occurs, Public Works will modify activities to minimize further vibration. If any damage occurs, the building will be repaired following the Secretary of the Interior's Standards for the Treatment of Historic Properties under the guidance of a qualified historic architect or historic preservation professional in consultation with CCSF Department Preservation Planner. | | | | |

¹ Definitions of MMRP Column Headings:

<u>Adopted Mitigation, Improvement or Public Works Standard Construction Measures:</u> Full text of the mitigation measures, improvement measures or Public Works Standard Construction Measures copied verbatim from the final CEQA document.

Implementation Responsibility: Entity who is responsible for implementing the mitigation measures, improvement measures or Public Works Standard Construction Measures. In most cases this is the project sponsor and/or project's sponsor's contractor/consultant and at times under the direction of the planning department.

Mitigation Schedule: Identifies milestones for when the actions in the mitigation measure, improvement measure or Public Works Standard Construction Measure need to be implemented.



Monitoring/Reporting Responsibility: Identifies who is responsible for monitoring compliance with the mitigation measure, improvement measure or Public Works Standard Construction Measure and any reporting responsibilities. In most cases it is the Planning Department who is responsible for monitoring compliance. If a department or agency other than the planning department is identified as responsible for monitoring, there should be an expressed agreement between the planning department and that other department/agency. In most cases the project sponsor, their contractor, or consultant are responsible for any reporting requirements.

Monitoring Actions/Completion Criteria: Identifies the milestone at which the mitigation measure, improvement measure or Public Works Standard Construction Measure is considered complete. This may also identify requirements for verifying compliance.

AMENDED IN COMMITTEE 03/03/2021

FILE NO. 200947

ORDINANCE NO. 38-21

| 1 | [Administrative Code Waivers - SFMTA Potrero Yard Modernization Project - Project Delivery Procedure] |
|----|---|
| 2 | |
| 3 | Ordinance waiving certain procurement and contracting requirements in Chapters 6, |
| 4 | 14B, and 21 of the Administrative Code, as applied to the Potrero Yard Modernization |
| 5 | Project, to authorizeing the San Francisco Municipal Transportation Agency to: |
| 6 | procure exempt certain design, construction, finance, maintenance, asset |
| 7 | management, and other services (Joint Development Services) for the Project utilizing |
| 8 | a joint development delivery method; select a developer team utilizing a best-value |
| 9 | selection process; and, provided that the City elects to proceed with the Project after |
| 10 | completing its review under the California Environmental Quality Act, exempt |
| 11 | agreements for Joint Development Services from certain contracting requirements in |
| 12 | related agreements for the development of the Potrero Yard Modernization Project, |
| 13 | located at 2500 Mariposa Street, from Chapters 6, 14B, and 21 of the Administrative |
| 14 | Code, but requiring the payment of prevailing wages, implementation of a local |
| 15 | business enterprise utilization program, and compliance with the City's local hire |
| 16 | policy and first source hiring Oordinance, as applicable to such agreements, and |
| 17 | permitting a best-value selection of the developer team if the City elects to proceed |
| 18 | with the Project after completing its review under the California Environmental Quality |
| 19 | <u>Act</u> . |
| 20 | |
| 21 | NOTE: Unchanged Code text and uncodified text are in plain Arial font. |
| 22 | Additions to Codes are in <u>single-underline italics Times New Roman font</u> . Deletions to Codes are in <u>strikethrough italics Times New Roman font</u> . |
| 23 | Board amendment additions are in double-underlined Arial font. Board amendment deletions are in strikethrough Arial font. |
| 24 | Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables. |
| 25 | · |

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

- Section 1. General Background.
- (a) Under its Building Progress Program, the San Francisco Municipal Transportation Agency ("SFMTA") is undertaking conceptual plans and studies to renovate and/or replace a number of its outdated facilities to support and improve transit operations and pursue complementary joint development opportunities. One of the program's first potential projects is the Potrero Yard Modernization Project ("Project"), located at 2500 Mariposa Street in the Mission District and for which the SFMTA is exploring the joint development of private housing and commercial components. The Project would advance the goals of the Public Lands for Housing program, the citywide response to Mayor Ed Lee's 2014 State of the City address directing City agencies to examine their underutilized sites with regard to their potential for housing.
- (b) The SFMTA is studying and developing the Project, which could replace the Potrero Yard's obsolete two-story maintenance building and bus yard with a modern and more efficient bus maintenance and storage facility ("Bus Facility"). The SFMTA would use the Bus Facility to maintain and store its expanding fleet of electric buses, improve working conditions for employees, ensure resiliency in the face of climate change and natural disasters, and improve transit service by helping to reduce vehicle breakdowns, increase on-time performance, and reduce passenger overcrowding.
- (c) The SFMTA has been working with other City agencies, including the Planning Department, the Mayor's Office of Housing and Community Development, and the Office of Economic and Workforce Development, to study the development and integration of private housing and other complementary uses with the Bus Facility as part of the Project. Based on internal analyses and a public outreach program, the SFMTA anticipates that housing is a

- feasible and compatible use at the site and expects that housing would be a component of the
 Project. The SFMTA estimates the Project could accommodate a range of 525 to 575
 residential units, with an affordability target of at least 50%. The SFMTA will encourage the
 Project to seek additional funds to maximize the affordability percentage, even up to 100%.
 - estimates the cost to construct the Project would be approximately \$500 million (in 2019 dollars and exclusive of costs not directly related to construction, such as architectural, engineering, financing, administrative, and permitting costs). The SFMTA has determined, and the Board of Supervisors concurs, that the Project would be "a public transportation capital improvement project under the jurisdiction of the San Francisco Municipal Transportation Agency that will support an increase or improvement in Municipal Railway ("Muni") service" under Administrative Code Section 29.1(c)(5), and thus, under that Section and Section 29.1(b), is not subject to a fiscal feasibility finding under Administrative Code Chapter 29. Notwithstanding these exemptions, the SFMTA would proceed with the Project only if it is determined through further study and development that the Project is fiscally feasible.
 - (e) The SFMTA is undertaking environmental review under the California Environmental Quality Act, California Public Resources Code Sections 21000 et seq., and the CEQA Guidelines and San Francisco Administrative Code Chapter 31 (collectively, "CEQA") with the Planning Department. If, following completion of this CEQA review, the Project is approved, the SFMTA anticipates construction of the Project to commence in 2023 and be completed by 2026, a period which may be preceded by certain early works construction activities that relate directly to and ensure the timely start of the Project, and support transit operations during that time period. If the Project goes forward, the cost of early works activities will not exceed 25% of the cost to construct the Bus Facility and private residential

- 1 component. The SFMTA is working with the Department of Public Works to assist with 2 procurement and delivery of the Project.
 - (f) The Project would not involve the disposal of surplus property under California Government Code Sections 54220 et seq., because the site would be needed for the SFMTA's transportation use and the City's housing use.
 - Section 2. Findings Supporting Joint Development of the Potrero Yard Modernization Project.
 - (a) According to the Federal Transit Administration, joint development projects involve: (1) integrated development of transit and non-transit improvements, with transit projects physically or functionally related to commercial, residential, or mixed-use development; (2) public and private investments that are coordinated between transit agencies and developers to improve land owned by a transit agency or related to a transit improvement; and (3) mutual benefit and shared cost among all parties involved. According to the Office of Economic and Workforce Development, the City can create critical public benefits without diverting scarce resources from basic civic needs by using joint development projects. Working with private entities would allow the City to expand the public benefit with private investments.
 - (b) To date, the SFMTA's objectives for the Project ("Project Objectives") have been identified as follows: (1) select a private entity developer early in the CEQA process to provide input and develop a functional and attractive design that reflects input from the community; (2) complete construction by the end of 2026; (3) transfer all or portions of the Project's design, construction, financing, maintenance, and real estate risks to a private entity, giving the SFMTA budget and schedule certainty and making joint development financially feasible while operating the Bus Facility safely, efficiently, and reliably in a manner compatible with the Project's joint development components; (4) realize savings from the Project's joint

- development components to support the Bus Facility to the extent it is financially feasible; and (5) make payments to the private entity only when the Project is substantially complete. As the Project is further studied, these Project Objectives may evolve.
- Unlike conventional methods of contracting for new construction, in which a (c) public entity procures discrete functions through separate solicitations, joint development projects use a single private entity that has the full responsibility and financial liability for performing a significant number of services under a long-term contractual arrangement with the public entity. These services could include pre-development, design, construction, financing, operations, or asset management services (collectively or in any combination, "Joint Development Services"). Some examples of Joint Development Services specific to the Project include, but are not limited to, the competitive (e.g., low-bid or best-value) procurement and management of early works contractors for preliminary construction activities directly related to and needed for the Project, design-build contractors for the entire Project, and asset management contractors for the joint development components and the building infrastructure they share with the Bus Facility. Under a joint development project, the private sector partner may make a substantial cash, at-risk, equity investment in the project if the financing structure and final risk allocation calls for it, and the public sector gains access to new revenue and/or service delivery capacity without having to pay the private-sector partner upfront.
- (d) Based on the Project Objectives, the SFMTA has determined it is appropriate and in the City's best interest at this time to pursue joint development to study, develop, and deliver the Project on time and within budget.
- Section 3. Joint Development Procurement Process; Exemption from Certain Administrative Code Provisions.

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| (a) | Administrative Code Chapter 6 of | codifies the City's policies and procedures for |
|-----------------|------------------------------------|--|
| public works | contracts, including design, engi | neering, and construction contracts; |
| Administrativ | e Code Chapter 21 regulates the | City's acquisition of commodities and |
| professional | services, including finance, as we | ell as maintenance, asset management, and |
| other genera | services; and Administrative Co | de Chapter 14B codifies the City's policies and |
| requirements | for utilization of Local Business | Enterprises (LBEs) on and non-discrimination in |
| public contra | cts generally. The Joint Develop | ment Services required for the Project will likely |
| span the sub | ject matter of Chapters 6, 14B, a | nd 21, but none of these chapters contemplate |
| the acquisition | n of these services in one procu | rement, as required for joint development |
| projects. | | |

- (b) Notwithstanding any provision of the Administrative Code, the SFMTA is authorized to procure and contract for Joint Development Services utilizing the joint development delivery method described below:
- (1) The SFMTA may pre-qualify, solicit proposals from, and enter into one or more agreements with a private entity for Joint Development Services for the Project.
- (2) The SFMTA may use a request for qualifications process to prequalify and shortlist the private entities allowed to submit proposals to provide Joint Development Services for the Project. The request for qualifications shall generally describe the Project, the Project Objectives, the desired qualifications, experience, and responsibilities of the selected party, and the overall procurement process, delivery method, and schedule for the Project.
- (3) The SFMTA may issue to shortlisted parties a request for proposals. The request for proposals may state a fixed budget for the Project, and describe the Project, the Project Objectives, the range of Joint Development Services and delivery methods the SFMTA is considering for the Project, and the proposal submittal requirements and evaluation

- criteria. The proposal evaluation criteria may include, but are not limited to, the qualifications of respondents, their projected construction and financing costs for the Project, life-cycle cost savings to the City, design quality, and the extent to which the proposal or proposals meet the Project Objectives. The request for proposals may also include the form of agreement or basic term sheet for one or more of the Joint Development Services agreements, and any other information the SFMTA deems necessary to adequately describe the Project, development opportunity, procurement process, delivery method, and Joint Development Services needed to deliver the Project.
 - (4) Based on the evaluation of proposals received, the SFMTA may select one respondent with the proposal the SFMTA determines provides the overall best value to the City and negotiate with that respondent the terms of any Joint Development Services agreement. The best-value determination shall be based on proposal evaluation criteria included in the request for proposals. In making the best-value determination, the SFMTA retains the right to hold and enter into negotiations with the selected respondent.
 - (5) The SFMTA may enter into one or more agreements for Joint Development Services with the selected respondent and any agreements ancillary thereto. The forms of agreements may include pre-development, early works, design-build, asset management, lease-purchase, lease-leaseback, development, project, direct, and other appropriate agreements to deliver the Project.
 - (6) The SFMTA may offer a reasonable payment for work product on terms and conditions and in such amount as determined by the Director of Transportation to short-listed respondents who are not selected for exclusive negotiations for Joint Development Services. The receipt of a payment by such a respondent shall be contingent upon their proposal being responsive to the request for proposals and the SFMTA having the right to own work product included in the proposal.

- (c) Except as provided below, any Joint Development Services agreement awarded in connection with the Project shall be exempt from the procurement and contracting requirements of Administrative Code Chapters 6, 14B, and 21.
 - other covered work or improvement performed under any Joint Development Services agreement pay prevailing wages in accordance with Section 6.22(e) of Article II of Chapter 6 of the Administrative Code, comply with applicable certified payroll requirements under those provisions of the Administrative Code by submitting certified payroll through the City's certified payroll reporting system, and comply with the requirements of the State Apprenticeship Program in accordance with Section 6.22(n) of Article II of Chapter 6. The Office of Labor Standards Enforcement shall have authority to enforce such prevailing wage requirements.
 - (2) The SFMTA shall require that all construction, asset management, and other covered work or improvement performed under any Joint Development Services agreement comply with the City's Local Hiring Policy as set forth in Administrative Code Chapter 82 or the City's First Source Hiring Program as set forth in Administrative Code Chapter 83, as applicable.
 - (3) The SFMTA shall work with the Contract Monitoring Division to develop an LBE program that is consistent with the policy goals and purpose of Chapter 14B to ensure participation by LBEs and non-discrimination in the design, construction, and ongoing asset management of the Project.
 - (4) At all stages of the Project's procurement process, the SFMTA must obtain applicable approvals from the SFMTA Board of Directors or Board of Supervisors as required under the San Francisco Charter or Municipal Code. If the SFMTA intends to contract for a Joint Development Services agreement with a cost that could exceed \$10 million or a term beyond ten years, the SFMTA will at the appropriate time request that

- the Board of Supervisors approve the corresponding agreement or agreements pursuant to

 Charter Section 9.118. The SFMTA will also submit for review a term sheet for any proposed

 management or use agreements for the Project to the Board of Supervisors before requesting

 its final approval of those agreements pursuant to Charter Section 9.118.
 - (d) The provisions of this ordinance shall be implemented in a manner consistent with the civil service provisions of the Charter.
 - (e) In any agreement for Joint Development Services which involves the use of any funds furnished, given, or loaned by the government of the United States or the State of California, all laws, rules, and regulations of the government of the United States or the State of California or of any of their agencies, relative to the performance of the services under the agreement and the conditions under which the services are to be performed, shall prevail over the requirements of this ordinance when such laws, rules, or regulations are in conflict with or otherwise preempt the requirements of this ordinance.

Section 4. Environmental Review.

The SFMTA is undertaking CEQA review of the Project with the Planning Department. This ordinance shall not be construed as an approval of the Project. Rather, this ordinance simply puts in place a procedure to continue to develop, study, and design the Project, and, if the Project is approved following environmental review, to implement and deliver the Project. No approval of the Project will occur until CEQA review is completed, and until the City decision-makers review and consider the information contained in the CEQA document, and all other relevant information about the Project. The Project will continue to develop as further studies are conducted, and the City retains absolute discretion to (a) require modifications to the proposed Project and/or implementation of specific measures to mitigate significant adverse environmental impacts; (b) select feasible alternatives that avoid significant adverse environmental impacts of the proposed Project, including the "no project" alternative; (c) reject

| 1 | all or part of the proposed Project if the economic and social benefits of the proposed Proj | ect | | | | |
|----|---|-------|--|--|--|--|
| 2 | do not outweigh otherwise unavoidable significant adverse environmental impacts of the | | | | | |
| 3 | Project; (d) approve the proposed Project upon a finding that the economic and social ben | efits | | | | |
| 4 | of the proposed Project outweigh otherwise unavoidable significant adverse environmenta | ıI | | | | |
| 5 | impact of the proposed Project; and (e) deny the proposed Project. | | | | | |
| 6 | Section 5. Effective Date. | | | | | |
| 7 | This ordinance shall become effective 30 days after enactment. Enactment occurs | | | | | |
| 8 | when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not | | | | | |
| 9 | sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the | | | | | |
| 10 | Mayor's veto of the ordinance. | | | | | |
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| 13 | APPROVED AS TO FORM: DENNIS J. HERRERA, City Attorney | | | | | |
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| 15 | By: <u>/s/</u> Isidro Alarcon Jiménez | | | | | |
| 16 | Deputy City Attorney | | | | | |
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City and County of San Francisco Tails

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

Ordinance

File Number: 200947 Date Passed: March 16, 2021

Ordinance authorizing the San Francisco Municipal Transportation Agency to exempt certain design, construction, finance, maintenance, asset management, and related agreements for the development of the Potrero Yard Modernization Project, located at 2500 Mariposa Street, from Chapters 6, 14B, and 21 of the Administrative Code, but requiring the payment of prevailing wages, implementation of a local business enterprise utilization program, and compliance with the City's local hire policy and first source hiring ordinance, as applicable to such agreements, and permitting a best-value selection of the developer team if the City elects to proceed with the Project after completing its review under the California Environmental Quality Act.

September 30, 2020 Budget and Finance Committee - CONTINUED TO CALL OF THE CHAIR February 17, 2021 Budget and Finance Committee - CONTINUED

March 03, 2021 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

March 03, 2021 Budget and Finance Committee - RECOMMENDED AS AMENDED

March 09, 2021 Board of Supervisors - PASSED ON FIRST READING

Ayes: 11 - Chan, Haney, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

March 16, 2021 Board of Supervisors - FINALLY PASSED

Ayes: 11 - Chan, Haney, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 3/16/2021 by the Board of Supervisors of the City and County of San Francisco.

> Angela Calvillo Clerk of the Board

London N. Breed Mayor **Date Approved**

Subject: Letter of Support: Potrero Yard Modernization Project

Honorable Members of the San Francisco Recreation and Parks Commission,

I am writing to express support for the Potrero Yard Modernization Project. The reimagined and rebuilt Potrero Yard would address much-needed transportation infrastructure improvements that support long-term resilient, safe, and efficient Muni operations of an all-electric bus fleet. Additionally, the new Potrero Yard would be enhanced with homes for low- to moderate-income households – the nation's first known joint development of a bus maintenance facility with housing. This project is critical for the City's future, helping San Francisco meet both its pressing housing needs, and growing our sustainable green transportation system which assists the City in meeting its climate goals.

The project developer team, Potrero Neighborhood Collective (PNC), includes both a national transportation developer, Plenary Americas, and local veteran community organizations: Mission Economic Development Agency, Young Community Developers, and Tabernacle Community Development Corporation. PNC's commitment to innovation and community inclusion is evidenced by its proposed design and program including the following priorities:

- Safe, Reliable, and Improved Muni Service with a bus yard that can house up to 213 electric trolleybuses (a 54% increase to the current fleet) and modern equipment to maintain the fleet, which will keep buses moving and meet transit riders' needs for years to come.
- Employee Wellness with a seismically safe modernized bus yard that also provides natural light, outdoor spaces, and recreation spaces for Muni employees.
- Maximizing Housing Units and Affordability by creating safe and stable homes for households that
 might otherwise be priced out of the City including working families, City employees, and those on a
 fixed income.
- Improving Safety for Bicyclists and Pedestrians by enhancing the City's existing 17th Street bikeway along the project site with proposed Class IV bike lanes from Bryant Street to Hampshire Street, including concrete barriers and wider lanes where possible, and upgrading sidewalks and crossings. These improvements are in line with both the City's Vision Zero strategy, and our Climate Action Plan.
- New Commercial Spaces that Activate the streets and include a public restroom, a community-requested public benefit.
- Approach to Local Economic Inclusion that Prioritizes Southeast Corridor Communities through Local Business Enterprises (LBE) participation and Local Hire. This is achieved through committed proactive outreach to LBEs and residents of Southeast San Francisco, oversight of future selected general contractors, and transparent reporting.
- Culturally relevant public art that celebrates the people, values, history, and diverse culture of the Potrero Hill and Mission neighborhoods while also highlighting SFMTA's goal to provide reliable, safe, and affordable transportation for all.

I am urging you to support the Potrero Yard Modernization Project. We need a new bus yard that serves to improve transit reliability, while also providing public benefits, including new affordable housing on City-owned land, addressing the dire need for housing in the City.

Thank you for your ongoing advocacy for public transit. I look forward to your continued leadership on this crucial issue.

Sincerely,

Adrianna J. Zhang



2 Marina Blvd. Building C, Suite 260 San Francisco, CA 94123 AmericanIndianCulturalDistrict.org

December 14, 2023

Potrero Yard Modernization Project Team San Francisco Municipal Transportation Agency 1 South Van Ness Avenue, 3rd floor San Francisco, CA 94103

Subject: American Indian Cultural District Letter of Support for Potrero Yard Modernization Project

To whom it may concern:

The American Indian Cultural District (AICD) is writing this letter to advocate in support of the Potrero Yard Modernization Project. The reimagined Potrero Yard would address much-needed transportation infrastructure improvements for safe, and efficient Muni operations of an all-electric bus fleet. Additionally, the proposed bus yard will include homes for low-to-moderate-income households within the future map boundaries of the American Indian Cultural District.

AICD serves the greater American Indian community by utilizing placemaking and place-keeping initiatives to preserve and celebrate our unique cultures, acting as a collective to strengthen our voices and increase our visibility, and advocating and creating community-strengthening policies aimed at equitable resource access, funding, and opportunities for American Indian people in San Francisco. We believe that culturally relevant and culturally competent initiatives are created and enacted by American Indians for American Indians.

Housing is a high-level focus area for AICD. American Indians are 17 times more likely to be homeless, have the lowest homeownership rates, and have the highest rental rates in San Francisco. In addition to the values outlined in the program design below, we support this project because we hope that it will help address the housing crisis faced by the local American Indian community we serve.

The project developer team, Potrero Neighborhood Collective (PNC), includes both a national transportation developer, Plenary Americas, and local veteran community organizations. PNC's commitment to innovation and community inclusion is evidenced by its proposed design and program which included the following priorities:

Safe, Reliable, and Improved Muni Service with a bus yard that can house up to 213 electric
trolleybuses (a 54% increase to the current fleet) and modern equipment to maintain the fleet, keep buses
moving, and meet transit riders' needs.

- Employee Wellness with a seismically safe modernized bus yard that also provides natural light, outdoor spaces, and recreation spaces for Muni employees.
- Maximizing Housing Units and Affordability by creating safe and stable homes for households that
 might otherwise be priced out of the City including working families, City employees, and those on a
 fixed income.
- Improving Safety for Bicyclists and Pedestrians by enhancing the City's existing 17th Street bikeway
 along the project site with proposed Class IV bike lanes from Bryant Street to Hampshire Street,
 including concrete barriers and wider lanes where possible, as well as upgrading sidewalks and crossings.
 These improvements are known to support bicyclist, pedestrian, and vehicular safety in line with the
 City's Vision Zero efforts.
- New Commercial Spaces that Activate the streets and include a public restroom, a community-requested public benefit.
- Approach to Local Economic Inclusion that Prioritizes Southeast Corridor Communities through
 Local Business Enterprises (LBE) Participation and Local Hire. This is achieved through committed
 proactive outreach to LBEs and residents of Southeast San Francisco, oversight of future selected general
 contractors, and transparent reporting.
- Culturally relevant public art that celebrates the people, values, history, and diverse culture of the
 Potrero Hill and Mission neighborhoods while also highlighting SFMTA's goal to provide reliable, safe,
 and affordable transportation for all.

In conclusion, we hope you consider our request to support the Potrero Yard Modernization Project. We need a new bus yard that serves to improve transit reliability while also providing public benefits, including new housing on City-owned land to address the City's dire need for affordable housing.

Sincerely,

Sharaya Souza, Executive Director American Indian Cultural District

Mary Travis-Allen, Board President American Indian Cultural District Subject: Letter of Support: Potrero Yard Modernization Project

Honorable Members of the San Francisco Recreation and Parks Commission,

I am writing to express support for the Potrero Yard Modernization Project as a Member of the Project's CommunityWorking Group. The reimagined and rebuilt Potrero Yard would address much-needed transportation infrastructure improvements that support long-term resilient, safe, and efficient Muni operations of an all-electric bus fleet. Additionally, the new Potrero Yard would be enhanced with homes for low- to moderate-income households – the nation's first known joint development of a bus maintenance facility with housing. This project is critical for the City's future, helping San Francisco meet both its pressing housing needs, and growing our sustainable green transportation system which assists the City in meeting its climate goals.

The project developer team, Potrero Neighborhood Collective (PNC), includes both a national transportation developer, Plenary Americas, and local veteran community organizations: Mission Economic Development Agency, Young Community Developers, and Tabernacle Community Development Corporation. PNC's commitment to innovation and community inclusion is evidenced by its proposed design and program including the following priorities:

- Safe, Reliable, and Improved Muni Service with a bus yard that can house up to 213 electric trolleybuses (a 54% increase to the current fleet) and modern equipment to maintain the fleet, which will keep buses moving and meet transit riders' needs for years to come.
- Employee Wellness with a seismically safe modernized bus yard that also provides natural light, outdoor spaces, and recreation spaces for Muni employees.
- Maximizing Housing Units and Affordability by creating safe and stable homes for households that might otherwise be priced out of the City including working families, City employees, and those on a fixed income.
- Improving Safety for Bicyclists and Pedestrians by enhancing the City's existing 17th Street bikeway along the project site with proposed Class IV bike lanes from Bryant Street to Hampshire Street, including concrete barriers and wider lanes where possible, and upgrading sidewalks and crossings. These improvements are in line with both the City's Vision Zero strategy, and our Climate Action Plan.
- New Commercial Spaces that Activate the streets and include a new public restroom for all to use.
- Approach to Local Economic Inclusion that Prioritizes Southeast Corridor Communities through Local Business Enterprises (LBE) participation and Local Hire. This is achieved through committed proactive outreach to LBEs and residents of Southeast San Francisco, oversight of future selected general contractors, and transparent reporting.
- Culturally relevant public art that celebrates the people, values, history, and diverse culture of the Potrero Hill and Mission neighborhoods while also highlighting SFMTA's goal to provide reliable, safe, and affordable transportation for all.

I am urging you to support the Potrero Yard Modernization Project. We need a new bus yard that serves to improve transit reliability, while also providing public benefits, including new affordable housing on City-owned land, addressing the dire need for housing in the City.

Thank you for your ongoing advocacy for public transit. I look forward to your continued leadership on this crucial issue.

Sincerely,

Alexander B.N. Hirji, Member, SFMTA Potrero Yard Modernization Project Working Group

Clex 1011

From: <u>Christian Vega</u>

To: Pantoja, Gabriela (CPC); CPC-Commissions Secretary

Subject: Potrero Yard Letter of Support

Date: Wednesday, January 10, 2024 8:47:45 AM

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

To Whom it May Concern,

My name is Christian Vega and I'd like to submit a letter of support for the Potrero Yard project.

I'm currently a member of the project working group as a resident of the local neighborhood but my support for the project goes beyond that.

As a resident of the city for the last 6 years, I recognize that San Francisco is at a critical point in its development. There is shortage of housing amidst a population boom while the city struggles with an identity crisis. I believe that this project represents a small but important step in helping the city move forward.

By providing affordable housing and modernizing critical public transportation infrastructure, the Potrero Yard project achieves double the impact of many other projects. This effort has the opportunity to increase housing access and reduce congestion in the city while also beautifying the neighborhood.

Projects like these that combine housing and retail with infrastructure are common in places like Japan and, in my experience living there, encouraged me to use public transportation more. By making the station a destination in itself, it is no longer just a waypoint, but instead has the potential to be an integrated part of the neighborhood. I look forward to seeing more projects like this in the city and for that reason hope the planning commission considers approving the endeavor.

Regards, Christian Vega

December 21, 2023

Subject: Letter of Support: Potrero Yard Modernization Project

I am writing on behalf of San Francisco Transit Riders to express support for the Potrero Yard Modernization Project. As a public transit advocacy organization, we believe the upgrades to Potrero Yard will improve transit service for transit riders, as well as the experience for workers. This project will have a positive impact on reducing the city's greenhouse gas emissions and improving equity by improving Muni facilities and providing new affordable housing. In order to meet our city's ambitious climate goals, it is crucial that we do all we can to ensure our public transit fleet is operating cleanly and efficiently.

The reimagined Potrero Yard would address much-needed transportation infrastructure improvements that support long term resilient, safe, and efficient Muni operations of an all-electric bus fleet. Additionally, the century-old bus yard would be enhanced with homes for low- to moderate-income households – the nation's first known joint development of a bus maintenance facility with housing.

The project developer team, Potrero Neighborhood Collective (PNC), includes both a national transportation developer, Plenary Americas, and local veteran community organizations: Mission Economic Development Agency, Young Community Developers, and Tabernacle Community Development Corporation. PNC's commitment to innovation and community inclusion is evidenced by their proposed design and program including the following priorities:

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- New Commercial Spaces that Activate the streets and include a public restroom, a community requested public benefit.
- Approach to Local Economic Inclusion that Prioritizes Southeast Corridor Communities through Local Business Enterprises (LBE) participation and Local Hire. This is achieved through committed proactive outreach to LBEs and residents of Southeast San Francisco, oversight of future selected general contractors, and transparent reporting.
- Culturally relevant public art that celebrates the people, values, history and diverse culture of the Potrero Hill and Mission neighborhoods while also highlighting SFMTA's goal to provide reliable, safe, and affordable transportation for all.

I am urging you to support the Potrero Yard Modernization Project as we need a new bus yard that serves to improve transit reliability while also providing public benefits, including new housing on City-owned land to address the City's dire need for affordable housing.

Thank you for your ongoing advocacy for public transit. I look forward to your continued leadership on this issue.

Sincerely,

Dylan Fabris

Community & Policy Manager

San Francisco Transit Riders



January 5, 2024

Subject: Letter of Support: Potrero Yard Modernization Project

I am writing on behalf of Calle 24 Latino Cultural District to express support for the Potrero Yard Modernization Project. The reimagined Potrero Yard would address much-needed transportation infrastructure improvements that support long term resilient, safe, and efficient Muni operations of an allelectric bus fleet. Additionally, the century-old bus yard would be enhanced with homes for low- to moderate-income households – the nation's first known joint development of a bus maintenance facility with housing.

The project developer team, Potrero Neighborhood Collective (PNC), includes both a national transportation developer, Plenary Americas, and local veteran community organizations: Mission Economic Development Agency, Young Community Developers, and Tabernacle Community Development Corporation. PNC's commitment to innovation and community inclusion is evidenced by their proposed design and program including the following priorities:

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Culturally relevant public art that celebrates the people, values, history and diverse culture of the
Potrero Hill and Mission neighborhoods while also highlighting SFMTA's goal to provide reliable, safe,
and affordable transportation for all.

I am urging you to support the Potrero Yard Modernization Project as we need a new bus yard that serves to improve transit reliability while also providing public benefits, including new housing on City-owned land to address the City's dire need for affordable housing.

Thank you for your ongoing advocacy for public transit. I look forward to your continued leadership on this issue.

Erick Arguello

Sincerely.

Calle 24 Latino Cultural District

ruelle

San Francisco Parks and Recreation Commission 501 Stanyan Street San Francisco, CA 94117

Email: recpark.commision@sfgov.org

December 20, 2023

Dear San Francisco Park and Recreation Commission,



The Friends of Franklin Square board is writing to express our support for the proposed SFMTA Potrero Yard Modernization Project proposed by Potrero Neighborhood Collective (PNC). It is our opinion that the proposed project will benefit Franklin Square Park and the majority of its park users despite casting some shadows on the park. Our primary reasons are as follows:

- 1) The proposed residential development will become home to many residents who we believe will become new park users. Living in such close proximity to the park, we believe they will be invested in Franklin Square's well-being and will work towards improving it. More park users will further activate the park and improve park safety.
- 2) Although the Project as proposed does create a shadow on the children's playground, adult workout area and soccer field it does appear to be limited in duration. Our opinion is based upon our understanding that the project will increase the net new annual shadow on the park by to 3.13% from the current 1.77%. Our opinion recognizes that the new project will constrain the views from Franklin Square for park users from the current open air bus yard. Nevertheless, the severity of these issues does not, in our opinion, sufficiently negate the benefits the project will bring to Franklin Square.
- 3) Furthermore, PNC supported Friends of Franklin Square's several requests for community benefits including:
 - a) Construct and maintain a public restroom on-site, located at the corner of 17th & Bryant Street.
 - b) Construct a commercial space at the corner of Hampshire & 17th Street to increase street activation. The commercial space will also have a restroom available to customers.
 - Construct a raised pedestrian crosswalk at the corner of 17th & Hampshire Street.
 - d) Improve street safety on all streets bordering the Project through street lighting and activation (commercial space at 17th & Hampshire), residential, employee and bus entryways & vendor spaces on 17th Street.
 - e) Enhance bike lane safety on 17th Street with concrete medians and a wider lane.
 - f) Beautify streets and views from Franklin Square: The Project will include public art along 17th Street that celebrates the people, values and history of the

neighborhood. Street and podium level trees/greenery are planned throughout the Project.

Friends of Franklin Square is an all-volunteer operated organization that seeks to enhance and improve everyone's experience at our local park. FoFS was created in 2006 to rejuvenate Franklin Square Park. We are proud to announce a fully staffed Pit Stop station opened at Franklin Square in November 2023 through our advocacy work. Since 2007, our group has advocated and secured city funding to upgrade the park including a complete remodel of the playground in 2007, the installation of the Brotherhood of Man mosaic at the park in 2013 and, in 2020, the construction of a new adult outdoor workout area, park lighting and upgrades to the park's walking path. Friends of Franklin Square was recognized by the Neighborhood Empowerment Network in 2017 as an outstanding park volunteer group. We have 267 members on our email list.

SFMTA and the PNC team included a representative from Friends of Franklin as part of the Working Group, actively soliciting our feedback about the Project. Friends of Franklin Square worked hard to inform our neighbors about the Project via emails, social media posts, physical sign posting at the park and inviting PNC to present to our group.

Results from our outreach are generally positive and were shared with us verbally at the SFMTA/PNC group presentation. Our recent email soliciting additional feedback received one negative response which we are including in Appendix A.

If you have any questions, please feel free to contact us via email at friendsoffranklinsquare@gmail.com.

Sincerely,

Friends of Franklin Square Board

Alejandro Abogado

Aniuli Piva

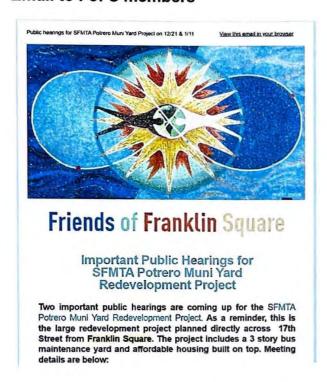
Anna Celli

Jolene Yee

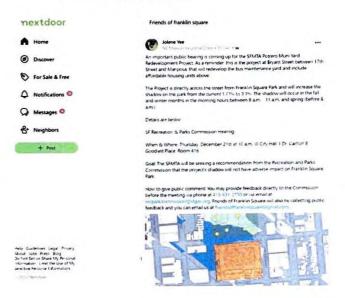
Emanuela Zacco

Appendix A: Outreach & Public Comments:

Email to FoFS members



Post on Nextdoor



Sign postings at Franklin Square Park

Public Hearings for SFMTA Potrero Yard Redevelopment Project



SF Rec & Park Hearing 12/21/2023 @ 10 a.m. City Hall Room 416 recpark.commission@sfgov.org SF Planning Hearing
1/11/2024 @ noon
City Hall Room 400
commissions.secretary@sfgov.org

Public comment received:

Feedback/Opinions on SFMTA Potrero Muni Yard Redevelopment Project D Inbox x

母 区





Wed, Dec 13, 2:45 PM (5 days ago) 🏠 😉

I wonder how much money are you going to take to sell out your organization's namesake park, like you did your neighbors on Bryant St. a while back? The park will be losing sunlight from that decision that you supported. If you support this one, pretty soon they'll need to keep the field lights on 24/7.

I hope you rise to the occasion and defy this further attempt by developers to take away our quality of life so that they can rake in the \$\$\$.

From: Garrett Sadler

To: Pantoja, Gabriela (CPC); CPC-Commissions Secretary; potreroyard@sfmta.com

Subject: Letter of support for Potrero Yard modernization

Date: Friday, January 5, 2024 6:11:44 PM

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Hello,

I am writing [on behalf of to express support for the Potrero Yard Modernization Project. The reimagined Potrero Yard would address much-needed transportation infrastructure improvements that support long term resilient, safe, and efficient Muni operations of an all-electric bus fleet. Additionally, the century-old bus yard would be enhanced with homes for low- to moderate-income households – the nation's first known joint development of a bus maintenance facility with housing.

The project developer team, Potrero Neighborhood Collective (PNC), includes both a national transportation developer, Plenary Americas, and local veteran community organizations: Mission Economic Development Agency, Young Community Developers, and Tabernacle Community Development Corporation. PNC's commitment to innovation and community inclusion is evidenced by their proposed design and program including the following priorities:

Safe, Reliable, and Improved Muni Service with a bus yard that can house up to 213 electric trolleybuses (a 54% increase to the current fleet) and modern equipment to maintain the fleet and keep buses moving and meet transit riders' needs.

Employee Wellness with a seismically-safe modernized bus yard that also provides natural light, outdoor spaces, and recreation spaces for Muni employees.

Maximizing Housing Units and Affordability by creating safe and stable homes for households that might otherwise be priced out of the City including working families, City employees, and those on a fixed income.

Improving Safety for Bicyclists and Pedestrians by enhancing the City's existing 17th Street bikeway along the project site with proposed Class IV bike lanes from Bryant Street to Hampshire Street, including concrete barriers and wider lanes where possible, as well as upgrading sidewalks and crossings. These improvements are known to support bicyclist, pedestrian, and vehicular safety in line with the City's Vision Zero efforts.

New Commercial Spaces that Activate the streets and include a public restroom, a community requested public benefit.

Approach to Local Economic Inclusion that Prioritizes Southeast Corridor Communities through Local Business Enterprises (LBE) participation and Local Hire. This is achieved through committed proactive outreach to LBEs and residents of Southeast San Francisco, oversight of future selected general contractors, and transparent reporting.

Culturally relevant public art that celebrates the people, values, history and diverse culture of the Potrero Hill and Mission neighborhoods while also highlighting SFMTA's goal to provide reliable, safe, and affordable transportation for all.

I am urging you to support the Potrero Yard Modernization Project as we need a new bus yard that serves to improve transit reliability while also providing public benefits, including new housing on City-owned land to address the City's dire need for affordable housing.

| Thank you for your ongoing advocacy for public transit. I look forward to your continued |
|--|
| leadership on this issue. |
| |

Sincerely,

Garrett Sadler

Subject: Letter of Support: Potrero Yard Modernization Project

I am writing to express support for the Potrero Yard Modernization Project. I live near new the project and believe in its mission to create more desperately needed housing for San Francisco as well as modernize the 100-year Muni station to ensure this mass transit hub stays vital. Most of all I'm excited to have new neighbors and the energy they will bring to the neighborhood.

The reimagined Potrero Yard would address much-needed transportation infrastructure improvements that support long term resilient, safe, and efficient Muni operations of an all-electric bus fleet. Additionally, the century-old bus yard would be enhanced with homes for low- to moderate-income households – the nation's first known joint development of a bus maintenance facility with housing.

The project developer team, Potrero Neighborhood Collective (PNC), includes both a national transportation developer, Plenary Americas, and local veteran community organizations: Mission Economic Development Agency, Young Community Developers, and Tabernacle Community Development Corporation. PNC's commitment to innovation and community inclusion is evidenced by their proposed design and program including the following priorities:

- Safe, Reliable, and Improved Muni Service with a bus yard that can house up to 213 electric trolleybuses (a 54% increase to the current fleet) and modern equipment to maintain the fleet and keep buses moving and meet transit riders' needs.
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I am urging you to support the Potrero Yard Modernization Project as we need a new bus yard that serves to improve transit reliability while also providing public benefits, including new housing on City-owned land to address the City's dire need for affordable housing.

Thank you for your ongoing advocacy for public transit. I look forward to your continued leadership on this issue.

Sincerely,

Heather Dunbar



Stable families, healthy communities

December 14, 2023

San Francisco Planning Commission City Hall - Room 400

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

Tina Chang, President

BOARD OF

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Dara Landa

Psyche Philips

Arpana Vidyarthi

Shellena Eskridge, Executive Director

Martha Ryan, Founder Subject: Letter of Support: Potrero Yard Modernization Project

Dear Commissioners,

I am writing on behalf of Homeless Prenatal Program to express support for the Potrero Yard Modernization Project. The reimagined Potrero Yard would address much-needed transportation infrastructure improvements that support long term resilient, safe, and efficient Muni operations of an all-electric bus fleet. Additionally, the century-old bus yard would be enhanced with homes for low-to moderate-income households – the nation's first known joint development of a bus maintenance facility with housing. As an organization that has helped families find stable, affordable housing in San Francisco for over thirty years, we know the critical need for the housing this project will help address.

The project developer team, Potrero Neighborhood Collective (PNC), includes both a national transportation developer, Plenary Americas, and local veteran community organizations: Mission Economic Development Agency, Young Community Developers, and Tabernacle Community Development Corporation. PNC's commitment to innovation and community inclusion is evidenced by their proposed design and program including the following priorities:

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I urge you to support the Potrero Yard Modernization Project as we need a new bus yard that serves to improve transit reliability while also providing public benefits, including new housing on City-owned land to address the City's dire need for affordable housing.

Thank you for your ongoing advocacy for public transit. I look forward to your continued leadership on this issue.

Sincerely,

Shellena Eskridge

Executive Director

From: Linda Appu

To: Pantoja, Gabriela (CPC); CPC-Commissions Secretary; PotreroYard@sfmta.com

Subject: Letter of Support: Potrero Yard Modernization Project

Date: Monday, January 8, 2024 8:26:43 AM

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I am writing to express my support for the Potrero Yard Modernization Project. The reimagined Potrero Yard would address much-needed transportation infrastructure improvements that support long term resilient, safe, and efficient Muni operations of an all-electric bus fleet. Additionally, the century-old bus yard would be enhanced with homes for low- to moderate-income households – the nation's first known joint development of a bus maintenance facility with housing.

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I am urging you to support the Potrero Yard Modernization Project as we need a new bus yard that serves to improve transit reliability while also providing public benefits, including new housing on City-owned land to address the City's dire need for affordable housing.

Thank you for your ongoing advocacy for public transit. I look forward to your continued leadership on this issue.

Sincerely, Linda Appu From: <u>Magda de Melo Freitas</u>
To: <u>Pantoja, Gabriela (CPC)</u>

Subject: Fwd: Potrero Yard Modernization - substantial increase of exposure to air toxic pollutants issue and mesh facade

at Hampshire street

Date: Wednesday, January 10, 2024 6:59:59 PM

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Hi Gabriela,

I am forwarding the email I just sent to Debra Dwyer since I had your email address wrong. See below,

Thanks,

----- Forwarded message -----

From: Magda de Melo Freitas < magdammelo@gmail.com >

Date: Wed, Jan 10, 2024 at 6:48 PM

Subject: Potrero Yard Modernization - substantial increase of exposure to air toxic pollutants

issue and mesh facade at Hampshire street

To: <<u>debra.dwyer@sfgov.org</u>>, <<u>gabriela.pantoja@sfgov.br</u>>,

<<u>commissions.secretary@sfgov.org</u>>

Hi Debra,

My name is Magda, I am part of the Potrero Yard Modernization Working Group and live across the Potrero Muni Yard. Yesterday, and many times before, I expressed during our monthly meetings my concern related to the EIR Analysis of Air Pollutant Emissions and tried to discuss ways to mitigate this important issue.

One of my questions to the Potrero Yard Project EIR DRAFT dated August 30, 2021, is: "7. The proposed project will contribute negatively to the air quality and will provide considerable health risk impacts on the new residents of the project and those living in the vicinity. Can this EIR include a mitigation measure to turn this "significant and unavoidable impact" into a "less than significant impact?"

The "RESPONSE AQ-1: Exposure of Sensitive Receptors to Toxic Air Contaminant" does not address our concern regarding the substantial increase of exposure to air toxic pollutants that this project will generate during the operational phase, post-construction.

The RESPONSE AQ-1 clearly states "As a result, the analysis conservatively concludes that construction and operation of the Draft EIR Project could result in a substantial increase in the exposure of sensitive receptors to TACs and the impact on local air quality would be significant."

My main concern is that the schematic design of the Potrero Yard proposes an "open mesh" to "enclose" the 2nd and 3rd floor of the Potrero Yard Building facing Hampshire Street.

This "open mesh" is not an enclosure but an open surface that cannot contain the pollutants generated by the buses, the service cars, and other activities like the car wash, vehicle tires, etc.

Not only the activities on the 2nd and 3rd floors will generate pollution and dust, but also noise, and light pollution at night in particular.

Currently, the activities on the existing Muni Potrero Yard facing Hampshire Street are contained behind a wall. We understand that the fact that this project proposes an increase in the size of the facade, and making this facade mainly open will negatively impact the air quality in that area. Note that the proposed mesh area is very large and extends the whole Hampshire Street facade longitudinally with two double-height floors.

Could one of the mitigation measures be to make the 2nd and 3rd floors contained or partially contained with a surface other than an open mesh to control the emission of pollutants, noise, and light pollution? Could the EIR include a mitigation measure addressing this issue?

Thank you,

Magda Freitas

From: Pedro Freitas

To: Pantoja, Gabriela (CPC)

Subject: Potrero Yard Project public comment for EIR hearing

Date: Thursday, January 11, 2024 9:26:06 AM

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Hello Gabriela.

My name is Pedro Freitas and I am the current president of the HOA at 475 Hampshire street. Our building faces the Potrero Yard Project.

I would like to bring to your attention, and express it as a public comment in the EIR hearing, that we are concerned with multiple impacts of the project on the quality of life of our residents.

The EIR identified air pollution impact during construction and during regular operation of the Yard. The EIR has not addressed the impact on our residents from dust and other pollutants that will pass through the open mesh facade of the Project on Hampshire street.

All units of our building depend on the front windows for ventilation that face the project. This concerned has been raised with the project designers and remains undressed. Similarly, the project mesh facade will impact our residents with light and noise levels. All

bedrooms of all of our units face the Project with floor to ceiling windows. The proposed project design will significantly increase noise and light levels compared to the existing Yard structure.

These concerns have all been expressed to the design team and have been largely ignored. The answers we have received so far do not address any of these concerns.

I cannot attend the hearing today due to travel. I would be appreciative if these comments can be expressed on our behalf.

Thanks you in advance, Pedro Freitas 475 Hampshire Street HOA From: Peter Belden <pbelden@gmail.com>
Sent: Friday, December 15, 2023 9:02 AM

To: Pantoja, Gabriela (CPC); PotreroYard@sfmta.com Subject: support for Potrero Yard Modernization Project

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

Dear Planning Commission,

I am writing to express my strong support for the Potrero Yard Modernization Project. As a member of the Potrero Yard Neighborhood Working Group and a Potrero resident who lives near the project site I have had the opportunity to learn in depth about the project and to hear a range of constituencies express their opinions and ask questions.

This project is particularly urgent for three reasons:

- 1. **Housing density** San Francisco needs a dramatic increase in the amount of housing and in housing density. This density will promote economic growth, improve transit utilization and convenience and is a critical step in reducing greenhouse gas emissions.
- 2. **Improved transit** The project provides much-needed transportation infrastructure improvements that support long term resilient, safe, and efficient Muni operations of an all-electric bus fleet. The new bus yard would house 54% more buses as well as the modern equipment to maintain the expanded fleet.
- 3. **Housing affordability** The project is 100% affordable, below market, providing hundreds of units to lower income residents and families. The city is behind in achieving state mandated levels of affordable housing and this project is an essential opportunity for progress.

I expect that there may be one or two voices expressing concern about the amount of shadow the new building would create for the nearby park. In a small dense city like San Francisco there are always trade-offs. To me it is 100% clear that the imperative to address the dire emergency of the climate crisis by building more dense housing in urban centers and promoting electrified public transit makes the resulting shadow impact a trivial cost and well worth the trade-off. Furthermore, providing affordable housing for several hundred low income residents and families is also well worth creating a small amount of shadow on a park. Shadow is not entirely a bad thing. Cities need to provide more shadow to reduce the heat island effect and make up for shadow that would have been provided by trees where buildings stand.

Community outreach has been exhaustive. The project developer team, Potrero Neighborhood Collective (PNC), includes both a national transportation developer, Plenary Americas, and local veteran community organizations: Mission Economic Development Agency, Young Community Developers, and Tabernacle Community Development Corporation. They have partnered with SFMTA to do extensive outreach and provide transparent information to the community over the course of multiple years. They have more than achieved the necessary amount of outreach and have made information and contact people easily available. If anything the project has been too slow because of the extensive amount of public outreach and engagement.

Safety for People Walking and Biking

There is one area where some critical improvements are still needed in the project design, safety of people walking and biking along 17th Street in front of Potrero Yard. The new development appropriately provides zero resident parking spaces and few if any parking spaces for employees. This will dramatically increase the number of people walking and biking along 17th St, an already busy corridor for walking and biking. However the current design, because of unreasonable demands from the SF fire department, does not include the typical minimum safety features, such as a six-inch concrete curb to protect the bike lane. Specifically the fire code makes clear that a six-inch curb does not impede emergency vehicle access and thus is appropriate for this location. However, a few individuals in the SF Fire Department are ignoring the fire code and are insisting that safety for people walking and biking be compromised and that six-inch curb protection not be provided. Instead they demand a mountable curb which does not provide adequate safety. This is particularly unnecessary given that this new building will meet the most current fire code and have the latest in fire prevention features. The risk of a fire is greatly reduced in this type of brand new building. But most importantly six-inch curbs are consistent with the fire code and we cannot allow the fire department to undermine safety of people walking and biking a time when roughly thirty people are killed each year in traffic crashes in San Francisco.

To be blunt, fire safety is not what is driving the decisions by SFMTA and the developer team to undermine safety for people walking and biking along 17th Street. Rather it is mayoral politics that is driving the bad decisions. The fire department and its union have political power and have shown they are able to bully this mayor. Thus current SFMTA leaders have been unwilling to stand up for safety because they do not have the backing of the mayor in the face of fire department criticism.

As the Planning Commission you have the ability to stand up to this abuse of power. We must insist that SFMTA implement the following essential improvements to the pedestrian and bicycle infrastructure in the project:

- 1. six-inch concrete curb not mountable curb protection for bike lanes
- protected corners including corner islands at both intersections on 17th Street. This would be safer for pedestrians than bulb outs and would considerably improve safety for people on bicycles. Adjustments to the sidewalk can be made to create space for both bus turning radius and protected corners
- 3. the elimination of mixing zones where the protection of the bike lane disappears and vehicles may enter the bike lane

The Potrero Yard Modernization Project is a rare opportunity and an essential step forward for the city on housing, transportation, equity and sustainability. I urge you to approve the project with haste so that it can be implemented quickly.

Peter Belden 519 Vermont St San Francisco, CA 94107



12/18/2023

Subject: Letter of Support: Potrero Yard Modernization Project

I am writing on behalf of Cultura y Arte Nativa de las Americas (CANA) to express support for the Potrero Yard Modernization Project. The reimagined Potrero Yard would address much-needed transportation infrastructure improvements that support long term resilient, safe, and efficient Muni operations of an all-electric bus fleet. Additionally, the century-old bus yard would be enhanced with homes for low- to moderate-income households – the nation's first known joint development of a bus maintenance facility with housing.

The project developer team, Potrero Neighborhood Collective (PNC), includes both a national transportation developer, Plenary Americas, and local veteran community organizations: Mission Economic Development Agency, Young Community Developers, and Tabernacle Community Development Corporation. PNC's commitment to innovation and community inclusion is evidenced by their proposed design and program including the following priorities:

- Safe, Reliable, and Improved Muni Service with a bus yard that can house up to 213 electric trolleybuses (a 54% increase to the current fleet) and modern equipment to maintain the fleet and keep buses moving and meet transit riders' needs.
- **Employee Wellness** with a seismically-safe modernized bus yard that also provides natural light, outdoor spaces, and recreation spaces for Muni employees.
- Maximizing Housing Units and Affordability by creating safe and stable homes for households that might otherwise be priced out of the City including working families, City employees, and those on a fixed income.
- Improving Safety for Bicyclists and Pedestrians by enhancing the City's existing 17th Street bikeway along the project site with proposed Class IV bike lanes from Bryant Street to Hampshire Street, including concrete barriers and wider lanes where possible, as well as upgrading sidewalks and crossings. These improvements are known to support bicyclist, pedestrian, and vehicular safety in line with the City's Vision Zero efforts.
- New Commercial Spaces that Activate the streets and include a public restroom, a community requested public benefit.
- Approach to Local Economic Inclusion that Prioritizes Southeast Corridor Communities through Local Business Enterprises (LBE) participation and Local Hire. This is achieved through committed proactive outreach to LBEs and residents of Southeast San Francisco, oversight of future selected general contractors, and transparent reporting.
- Culturally relevant public art that celebrates the people, values, history and diverse culture of the Potrero Hill and Mission neighborhoods while also highlighting SFMTA's goal to provide reliable, safe, and affordable transportation for all.

I am urging you to support the Potrero Yard Modernization Project as we need a new bus yard that serves to improve transit reliability while also providing public benefits, including new housing on City-owned land to address the City's dire need for affordable housing.

Thank you for your ongoing advocacy for public transit. I look forward to your continued leadership on this issue.

Sincerely,

Roberto G. Hernandez

Roberto Y. Hernandez

CEO, Cultura y Arte Nativa de las Americas

January 9, 2024

Subject: Letter of Support: Potrero Yard Modernization Project

I am writing Raven McCroey to express support for the Potrero Yard Modernization Project. The reimagined Potrero Yard would address much-needed transportation infrastructure improvements that support long term resilient, safe, and efficient Muni operations of an all-electric bus fleet. Additionally, the century-old bus yard would be enhanced with homes for low- to moderate-income households – the nation's first known joint development of a bus maintenance facility with housing.

The project developer team, Potrero Neighborhood Collective (PNC), includes both a national transportation developer, Plenary Americas, and local veteran community organizations: Mission Economic Development Agency, Young Community Developers, and Tabernacle Community Development Corporation. PNC's commitment to innovation and community inclusion is evidenced by their proposed design and program including the following priorities:

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I am urging you to support the Potrero Yard Modernization Project as we need a new bus yard that serves to improve transit reliability while also providing public benefits, including new housing on City-owned land to address the City's dire need for affordable housing.

Thank you for your ongoing advocacy for public transit. I look forward to your continued leadership on this issue.

Sincerely,

December 19, 2024

San Francisco Recreation & Parks Commission

Re: Potrero Yard Modernization Rebuild

Dear Recreation & Parks Commissioners:

I am writing as a member of the Potrero Yard Neighborhood Working Group. I was appointed to the working group earlier this year. I have spent most of my career as a developer of affordable housing, working in community-based nonprofit organizations in San Francisco. More than a decade ago, I was part of the group that advocated for San Francisco to require that publicly owned parcels that were considered "surplus" would be dedicated for affordable housing.

The current project, combining the modernization of the outdated Potrero bus yard with new construction of hundreds of units of affordable housing, is a natural succession to the original surplus property law, recognizing that public lands be considered, whenever possible, as opportunities for affordable housing. While the project faces extraordinary challenges in keeping the twin goals of transportation infrastructure and affordable housing moving on parallel tracks, the MTA has assembled an impressive development team to make it happen. In particular, the selection of the affordable housing development partnership of Mission Economic Development Agency, Young Community Developers, and Tabernacle Community Development Corporation – three committed, experienced, accountable, community-based organizations – ensures that the housing component will be – as promised to the community – 100% affordable.

The sustainability of our City (and our planet) depends on having state-of-the-art public transit and adequate affordable housing for low- and moderate-income people. The recently issued Regional Housing Needs Allocation sets a goal for San Francisco to produce 46,598 affordable homes by 2031. Without cutting-edge projects like the Potrero Yard rebuild, we will never come close to achieving that goal. I urge you to support this thoughtful and much-needed project, and to continue to look for innovative solutions to meet San Francisco's desperate affordable housing needs.

Sincerely,

Amy Beinart amybeinart@gmail.com

Subject: Letter of Support: Potrero Yard Modernization Project

I am writing on behalf of Little Mission Studio, a business located on Hampshire Street across from the Potrero Yard, to express support for the Potrero Yard Modernization Project. The reimagined Potrero Yard would address much-needed transportation infrastructure improvements that support long term resilient, safe, and efficient Muni operations of an all-electric bus fleet. Additionally, the century-old bus yard would be enhanced with homes for low- to moderate-income households – the nation's first known joint development of a bus maintenance facility with housing.

The project developer team, Potrero Neighborhood Collective (PNC), includes both a national transportation developer, Plenary Americas, and local veteran community organizations: Mission Economic Development Agency, Young Community Developers, and Tabernacle Community Development Corporation. PNC's commitment to innovation and community inclusion is evidenced by their proposed design and program including the following priorities:

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- Culturally relevant public art that celebrates the people, values, history and diverse culture of the Potrero Hill and Mission neighborhoods while also highlighting SFMTA's goal to provide reliable, safe, and affordable transportation for all.

I am urging you to support the Potrero Yard Modernization Project as we need a new bus yard that serves to improve transit reliability while also providing public benefits, including new housing on City-owned land to address the City's dire need for affordable housing.

One area that could use your help is navigating all the organizations to design the streets around the yard to best support the entire community. Plenary Americas assures me that they do not have a say in planning the streets, but could not point me to who does. The latest designs that I have seen remove the only handicapped parking for Franklin Square Park, and remove significant existing parking around the project by adding several loading zones and bulb outs as well as changing Hampshire street from head in to parallel parking. All this while increasing the number of people living and working in the block. The loss of handicap access to Franklin Square park seems to be reducing accessibility in the neighborhood. The change of parking to Hampshire street will mean that the delivery/pickup trucks visiting the PDR businesses with loading garages on Hampshire street will block both the sidewalk and the traffic lanes by no longer having the ability to back into the garage with the buffer of the head-in parking.

Thank you for your ongoing advocacy for public transit, and the overall community where the transit garages are located. I look forward to your continued leadership on this issue.

Sincerely,

Christian F. Howes Co-Founder Little Mission Studio Subject: Letter of Support: Potrero Yard Modernization Project

I am writing on behalf of Little Mission Studio, a business located on Hampshire Street across from the Potrero Yard, to express support for the Potrero Yard Modernization Project. The reimagined Potrero Yard would address much-needed transportation infrastructure improvements that support long term resilient, safe, and efficient Muni operations of an all-electric bus fleet. Additionally, the century-old bus yard would be enhanced with homes for low- to moderate-income households – the nation's first known joint development of a bus maintenance facility with housing.

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Thank you for your ongoing advocacy for public transit, and the overall community where the transit garages are located. I look forward to your continued leadership on this issue.

Sincerely,

Christian F. Howes Co-Founder Little Mission Studio From: <u>CPC-Commissions Secretary</u>

Cc: Pantoja, Gabriela (CPC); Feliciano, Josephine (CPC)

Subject: FW: Planning Commission: Support for Potrero Yard Modernization Project

Date: Thursday, January 11, 2024 11:11:54 AM

Best, Josephine O. Feliciano, Planning Technician II Commission Affairs

San Francisco Planning

49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103

Direct: 628.652.7600 | www.sfplanning.org San Francisco Property Information Map

From: Scott Feeney <scott@oceanbase.org>
Sent: Thursday, January 11, 2024 8:22 AM

To: CPC-Commissions Secretary < commissions.secretary@sfgov.org>

Cc: PotreroYard < PotreroYard@sfmta.com>

Subject: Planning Commission: Support for Potrero Yard Modernization Project

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

Planning Commissioners,

I'm writing to express support for the Potrero Yard Modernization Project. This is a critical project for meeting Muni's operational needs to keep San Francisco moving, as well as adding much-needed affordable housing for low- and moderate-income households.

Other benefits include economic inclusion through local hire, culturally relevant art, new commercial space to activate the street, a new bathroom serving visitors to Franklin Square Park, and bicycle and pedestrian safety improvements on 17th Street.

As a Mission District neighbor and housing advocate, I've served on the Potrero Yard Neighborhood Working Group since 2018 and seen how this project has come together, shaped by real outreach and genuine community feedback. The SFMTA, and more recently the developer team Potrero Neighborhood Collective, have been transparent and responsive with the public, and I trust them to deliver a great project that benefits the neighborhood and city.

I urge you to approve the Potrero Yard Modernization Project today.

Thank you,

Scott Feeney

Potrero Yard Neighborhood Working Group Member and Mission District neighbor

From: <u>Armand Domalewski</u>

To: Pantoja, Gabriela (CPC); commissions.secretary@sfgov.org; PotreroYard

Subject: In Support of the Potrero Yard Project

Date: Friday, January 5, 2024 15:45:18

FXT

Dear SF Planning Commission,

I am writing to express my support for the Potrero Yard Modernization Project. I've been a resident of San Francisco since 2015, and have lived in the Bay Area my entire life. This initiative promises to modernize a century-old bus facility, making it capable of accommodating 213 electric trolleybuses. This upgrade will not only enhance the efficiency of our transit system but also contribute to our environmental goals.

The project, spearheaded by the Potrero Neighborhood Collective, also proposes a significant focus on community needs. Alongside the transportation improvements, it includes plans for much-needed affordable housing. This dual approach aligns with our city's aspirations to provide better living conditions and transportation solutions.

Furthermore, the project will offer improved working conditions for Muni employees, reflecting our commitment to their well-being. It also addresses the need for safer pedestrian and cycling routes, in line with our Vision Zero goals.

In summary, the Potrero Yard Modernization Project represents a balanced blend of transit enhancement and community development. Your support for this initiative will be instrumental in its success and in bringing lasting benefits to our city.

Thank you for your attention to this important matter. I look forward to your support and leadership in making this project a reality.

Best regards,

__

Armand D. Domalewski (925) 212-3562

This message is from outside of the SFMTA email system. Please review the email carefully before responding, clicking links, or opening attachments.

From: <u>Maria Susana Gomez</u>

To: Pantoja, Gabriela (CPC); commissions.secretary@sfgov.org; PotreroYard

Subject: Support our Muni Tranportation Yard Date: Support our January 5, 2024 14:50:38

FXT

01/05/2024

Subject: Letter of Support: Potrero Yard Modernization Project

I am writing [on behalf of my son Miguel Carreno Muni Tranportation supporter since going to Elementary school to the present been activity going with his mom to the tours and The Heritage Of Muni in the Fall supporting the bus drivers] to express support for the Potrero Yard Modernization Project. The reimagined Potrero Yard would address much-needed transportation infrastructure improvements that support long term resilient, safe, and efficient Muni operations of an all-electric bus fleet. Additionally, the century-old bus yard would be enhanced with homes for low- to moderate-income households – the nation's first known joint development of a bus maintenance facility with housing.

The project developer team, Potrero Neighborhood Collective (PNC), includes both a national transportation developer, Plenary Americas, and local veteran community organizations: Mission Economic Development Agency, Young Community Developers, and Tabernacle Community Development Corporation. PNC's commitment to innovation and community inclusion is evidenced by their proposed design and program including the following priorities:

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I am urging you to support the Potrero Yard Modernization Project as we need a new bus yard that serves to improve transit reliability while also providing public benefits, including

new housing on City-owned land to address the City's dire need for affordable housing.

Thank you for your ongoing advocacy for public transit. I look forward to your continued leadership on this issue.

Sincerely,

Miguel Carreno age 12

This message is from outside of the SFMTA email system. Please review the email carefully before responding, clicking links, or opening attachments.



January 6th, 2023

Subject: Letter of Support: Potrero Yard Modernization Project

I am writing On behalf of the San Francisco Latino Parity Equity Coalition to express support for the Potrero Yard Modernization Project. The reimagined Potrero Yard would address much-needed transportation infrastructure improvements that support long-term resilient, safe, and efficient Muni operations of an all-electric bus fleet. Additionally, the century-old bus yard would be enhanced with homes for low- to moderate-income households — the nation's first known joint development of a bus maintenance facility with housing.

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I am urging you to support the Potrero Yard Modernization Project as we need a new bus yard that serves to improve transit reliability while also providing public benefits, including new housing on City-owned land to address the City's dire need for affordable housing.

Thank you for your ongoing advocacy for public transit. I look forward to your continued leadership on this issue.

Sincerely,

Lucia Obregon Director San Francisco Parity and Equity Coalition



October 19, 2023

To: SFMTA Director Jeff Tumlin

SFMTA Board

SFMTA Potrero Yard Project Team

Re: Potrero Yard Project

On behalf of the 6,000 members of the Sierra Club San Francisco Group, we provide the following comments on the Potrero Yard Project:

- 1. We urge SFMTA to implement these essential improvements to the pedestrian and bicycle infrastructure in the project:
 - protected corners including corner islands at both intersections on 17th Street. This would be safer for pedestrians than bulb outs and would considerably improve safety for people on bicycles.
 - the elimination of mixing zones
 - concrete curb protected bike lanes, not mountable curbs
- 2. We applaud SFMTA for investing in the modernization of Potrero Yard. Increasing the frequency and reliability of transit is essential if we are to meet our climate goals for reducing carbon emissions.
- 3. One of the most important contributions San Francisco can make to reducing greenhouse gas emissions is to build more housing. A more dense city will reduce emissions from transportation. This infill development is also a critical strategy for preventing sprawl. We appreciate the significant number of affordable units this development will provide. We also thank the city for planning yet another development with zero resident car parking.

Thank you, Peter Belden

Conservation Chair San Francisco Group, Sierra Club

Introduction Form

(by a Member of the Board of Supervisors or the Mayor)

| I hereby s | bmit the following item for introduction (select only one): |
|------------------------|--|
| □ 1. | For reference to Committee (Ordinance, Resolution, Motion or Charter Amendment) |
| □ 2. | Request for next printed agenda (For Adoption Without Committee Reference) (Routine, non-controversial and/or commendatory matters only) |
| □ 3. | Request for Hearing on a subject matter at Committee |
| □ 4. | Request for Letter beginning with "Supervisor inquiries" |
| □ 5. | City Attorney Request |
| □ 6. | Call File No. from Committee. |
| □ 7. | Budget and Legislative Analyst Request (attached written Motion) |
| □ 8. | Substitute Legislation File No. |
| □ 9. | Reactivate File No. |
| □ 10 | Topic submitted for Mayoral Appearance before the Board on |
| □ □ General P | Small Business Commission |
| | |
| Subject: | |
| | |
| Long Title | or text listed: |
| | |
| | Signature of Sponsoring Supervisor: |