

1 [Lease Agreement - Glenridge Nursery School - Silver Tree Building - Initial Annual Base Rent  
2 of \$32,652 and Rent Credits of Up to \$25,000]

3 **Resolution authorizing the General Manager of the Recreation and Park Department to**  
4 **execute a fifteen year lease with Glenridge Nursery School for the Silver Tree Building**  
5 **in Glen Canyon Park for an initial annual base rent of \$32,652 and rent credits of up to**  
6 **\$25,000 following completion of roof replacement for the term of June 6, 2015, through**  
7 **June 5, 2030.**

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9 WHEREAS, The City and County of San Francisco (City) owns, and the Recreation  
10 and Park Department (Department) maintains, real property located in Glen Canyon Park,  
11 known as the Silver Tree Building; and

12 WHEREAS, The Silver Tree Building is accessed by an approximately one-third mile  
13 walk through Glen Canyon from the park entrance at the end of Bosworth Street; and

14 WHEREAS, The Glenridge Nursery School (the "Nursery School"), a parent-  
15 participation, cooperative nursery school, was founded in 1970 and has been located in the  
16 Silver Tree Building for 44 years; and

17 WHEREAS, The Nursery School is dedicated to providing children with a unique child-  
18 centered learning program in one of the few natural environments left in San Francisco; and

19 WHEREAS, The Department's Silver Tree Day Camp ( the "Day Camp") has operated  
20 in Glen Canyon Park for 75 years and in the Silver Tree Building since 1961; and

21 WHEREAS, The Nursery School and the Day Camp have shared the Silver Tree  
22 Building since 1970, with the Nursery School occupying the building during the school year  
23 and the Department's Day Camp occupying the building during the summer, requiring flexible  
24 scheduling by the Nursery School to accommodate the Department's schedule; and

1           WHEREAS, The Nursery School and the parent members have been careful  
2 caretakers of the building over the years of the school's occupancy, performing weekday  
3 clean up of the area surrounding the building, graffiti removal, reporting of problems to the  
4 Department, communication and coordination with the Silver Tree program director; and

5           WHEREAS, The Nursery School and parent members have also contributed multiple  
6 improvements and upgrades to the building, including but not limited to upgrading of the  
7 kitchen and restroom, interior and exterior painting of the building, repair of the second floor  
8 deck and staircase railings; and

9           WHEREAS, On average the Nursery School performs 200 volunteer hours annually on  
10 the care and upkeep of the Silver Tree building; and

11           WHEREAS, The existing Nursery School lease of the Silver Tree Building is scheduled  
12 to expire June 5, 2015; and

13           WHEREAS, The Nursery School desires to continue operations in the Silver Tree  
14 Building to continue to provide children with a learning program in the unique Glen Canyon  
15 natural environment; and

16           WHEREAS, The roof of the Silver Tree Building is in poor condition and requires  
17 replacement, with an estimated replacement cost of \$40,000; and

18           WHEREAS, The Nursery School has conducted a capital campaign and raised  
19 \$50,000 for the replacement of the Silver Tree Building roof; and

20           WHEREAS, Due to the unique relationship between the Nursery School and the Silver  
21 Tree Day Camp, the required flexibility in the Nursery School's schedule, the required capital  
22 investment for repair of the building's roof, the difficulty in accessing the building via a long  
23 walk through Glen Canyon, and neighborhood based activation, it would be very unlikely the  
24 Department would find a similarly suitable tenant for the building, and accordingly,  
25 competitively bidding a lease of the building is impractical or infeasible; and

1           WHEREAS, Department staff has negotiated a new lease with the Nursery School, a  
2 copy of which is on file with the Clerk of the Board of Supervisors under File No. 150373 (the  
3 "Lease"); and

4           WHEREAS, The Lease provides for an annual base rent of \$32,652 per year, payable  
5 in monthly installments and subject to CPI increases; and

6           WHEREAS, The Lease requires the Nursery School to continue to share the Silver  
7 Tree Building with the Day Camp; and

8           WHEREAS, The Lease requires the Nursery School to replace the roof within (6) six  
9 months of the approval of the Lease and provides that the Nursery School will receive rent  
10 credits equal to 50% of the cost of the replacement of the roof, up to a maximum credit of  
11 \$25,000, with credits taken at no greater than \$400 per month; and

12           WHEREAS, In recognition of the long standing relationship between the Nursery  
13 School and the Department and the Nursery School's significant investment in the building,  
14 term of the proposed Lease is fifteen (15) years; and

15           WHEREAS, On April 16, 2015, 2015, by Resolution No. 1504-007, which is on file with  
16 the Clerk of the Board of Supervisors in File No 150373, the Recreation and Park Commission  
17 recommended that the Board of Supervisors approve the Lease; and

18           WHEREAS, The Planning Department has determined that the actions contemplated in  
19 this Resolution comply with the California Environmental Quality Act (California Public  
20 Resources Code, Sections 21000, et seq.); said determination is on file with the Clerk of the  
21 Board of Supervisors in File No. 150373 and is incorporated herein by reference; the Board  
22 affirms this determination; now, therefore, be it

23           RESOLVED, That in accordance with the recommendation of the Recreation and Park  
24 Commission, the Board of Supervisors hereby approves the Lease and authorizes the  
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1 General Manager to execute the Lease in substantially the form presented to this Board; and,  
2 be it

3 FURTHER RESOLVED, That the Board of Supervisors authorizes the General  
4 Manager to enter into any additions, amendments or other modifications to the Lease  
5 (including, without limitation, the attached exhibits) that the General Manager determines is in  
6 the best interest of the City, do not materially decrease the revenue to the City or otherwise  
7 materially increase the obligations or liabilities of the City, and are necessary or advisable to  
8 complete the transaction contemplated in the Lease and to effectuate the purpose and intent  
9 of this resolution; and, be it

10 FURTHER RESOLVED, That within thirty (30) days of the Lease being fully executed  
11 by all parties, the Recreation and Park Department shall provide the final Lease to the Clerk of  
12 the Board for inclusion into the official file.

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