

File No. 180534

Committee Item No. 4

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: July 18, 2018

Board of Supervisors Meeting:

Date: _____

Cmte Board

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OTHER

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>SFMTA Reso No. 14-058 - April 15, 2014</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Planning General Plan Referral - June 28, 2016</u> |
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Prepared by: John Carroll

Date: July 13, 2018

Prepared by: John Carroll

Date: _____

1 [Jurisdictional Transfer of City Property - San Francisco Municipal Transportation Agency -
2 Mayor's Office of Housing and Community Development - \$6,150,000]

3 **Resolution approving the jurisdictional transfer of City property at the intersection of**
4 **Geneva Avenue and San Jose Avenue, Assessor's Property Block No. 6973, Lot**
5 **No 039, from the San Francisco Municipal Transportation Agency to the Mayor's Office**
6 **of Housing and Community Development for \$6,150,000; affirming the Planning**
7 **Department's determination under the California Environmental Quality Act; and**
8 **finding the proposed transfer is consistent with the General Plan, and the eight priority**
9 **policies of Planning Code, Section 101.1.**

10
11 WHEREAS, The City and County of San Francisco (City) owns certain real property
12 located at the intersection of Geneva Avenue and San Jose Avenue in San Francisco,
13 California, which is comprised of approximately 30,750 square feet and known as Assessor's
14 Parcel Block No. 6973, Lot No. 039 (Upper Yard); and

15 WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) has
16 jurisdiction over the Upper Yard and uses it for staff parking; and

17 WHEREAS, The Mayor's Office of Housing and Community Development (MOHCD) is
18 interested in using the Upper Yard for a project that will be 100% Affordable Housing, as
19 defined in Administrative Code, Section 23A.4, and likely include 80 to 100 residential units
20 and ground floor retail; and

21 WHEREAS, The SFMTA and MOHCD agreed to the jurisdictional transfer of the Upper
22 Yard from the SFMTA to MOHCD on the terms and conditions of a negotiated Memorandum
23 of Understanding dated April 18, 2014 (Original MOU), a copy of which is on file with the Clerk
24 of the Board of Supervisors in File No. 180534 and is incorporated herein by reference; and
25

1 WHEREAS, On April 15, 2014, the SFMTA Board of Directors approved the
2 jurisdictional transfer of the Upper Yard from the SFMTA to MOHCD on the terms and
3 conditions of the Original MOU under Resolution No. 14-058, a copy of which is on file with
4 the Clerk of the Board of Supervisors in File No. 180534 and is incorporated herein by
5 reference; and

6 WHEREAS, To further the production of quality affordable housing in San Francisco,
7 the SFMTA was willing to transfer jurisdiction of the Upper Yard to MOHCD for less than fair
8 market value; and

9 WHEREAS, On April 18, 2016, the SFMTA and MOHCD agreed to a jurisdictional
10 transfer fee of \$6,150,000 for the Upper Yard, as memorialized by a First Amendment to
11 Memorandum of Understanding dated April 18, 2016 (First Amendment), a copy of which is
12 on file with the Clerk of the Board of Supervisors in File No. 180534 and is incorporated herein
13 by reference; and

14 WHEREAS, The SFMTA is an Enterprise Department, as defined under Administrative
15 Code, Section 23A.4, that is urged, but not required, to consider the transfer of underutilized
16 property to MOHCD for Affordable Housing under Administrative Code, Section 23A.7(c); and

17 WHEREAS, In accordance with Section 23.14 of the Administrative Code, the Director
18 of Property reported to the Mayor that the appraised fair market value of the Upper Yard is
19 approximately \$9,840,000 if developed with adjacent parcel pursuant to an independent third
20 party appraisal completed in March 2014 and that the Upper Yard could be used more
21 advantageously by MOHCD for Affordable Housing; and

22 WHEREAS, In accordance with Section 23.15 of the Administrative Code, the Mayor
23 believes the Upper Yard can be used more advantageously by MOHCD and recommends that
24 the Board of Supervisors approve the jurisdictional transfer of the Upper Yard to MOHCD on
25

1 the terms and conditions described in the Original MOU, as modified by the First Amendment;
2 and

3 WHEREAS, The Planning Department has determined that the jurisdictional transfer of
4 the Upper Yard is not a project under the California Environmental Quality Act, which
5 determination is noted in the Planning Department's General Plan Referral letter dated
6 June 28, 2016; the General Plan Referral letter is on file with the Clerk of the Board of
7 Supervisors in File No. 180534, and is incorporated herein by this reference; the Board of
8 Supervisors concurs with this determination and adopts it as its own; and

9 WHEREAS, In the same General Plan Referral letter, the Planning Department
10 determined that the jurisdictional transfer of the Upper Yard from the SFMTA to MOHCD is in
11 conformity with the General Plan, and consistent with the eight priority policies of Planning
12 Code, Section 101.1; and

13 WHEREAS, Pursuant to Administrative Code, Section 23.14, an Appraisal and
14 Appraisal Review, both as defined in Administrative Code, Section 23.2, are not required
15 when the requesting department, such as MOHCD, is not an Enterprise Department and the
16 property will be used for 100% Affordable Housing; now, therefore, be it

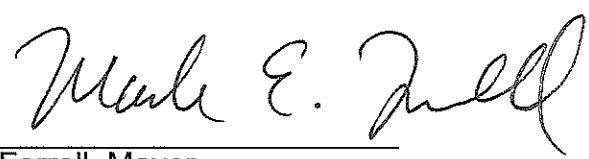
17 RESOLVED, That in accordance with the recommendations of the Mayor, the Director
18 of Transportation of the SFMTA, the Director of MOHCD, and the Director of Property, the
19 Board of Supervisors hereby declares that the public interest or necessity will not be
20 inconvenienced by the jurisdictional transfer of the Upper Yard; and, be it

21 FURTHER RESOLVED, The Board of Supervisors finds that the actions contemplated
22 in this Resolution are consistent with the General Plan and with Planning Code,
23 Section 101.1(b) for the reasons set forth in the letter from the Planning Department to the
24 Director of Property referenced above; and, be it

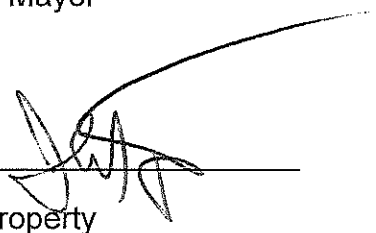
1 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes and directs
2 the Director of Property to transfer jurisdiction of the Upper Yard to MOHCD in accordance
3 with the terms and conditions of the Original MOU as modified by the First Amendment; and,
4 be it

5 FURTHER RESOLVED, That the Mayor, the Clerk of the Board of Supervisors, the
6 Director of Property, the Director of MOHCD and the Director of Transportation of the SFMTA
7 are each authorized and directed to enter into any and all documents and to take any and all
8 actions which such party, in consultation with the City Attorney, determines are in the best
9 interest of the City, are necessary or advisable to consummate the performance of the
10 purposes and intent of this Resolution and the Original MOU, as modified by the First
11 Amendment, and comply with all applicable laws, including the City's Charter.

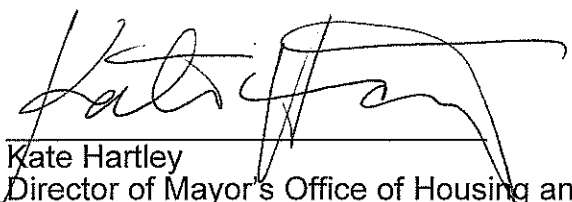
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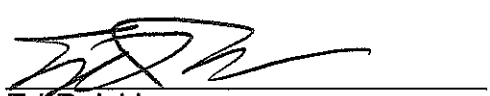
Mark Farrell, Mayor



John Updike
Director of Property



Kate Hartley
Director of Mayor's Office of Housing and Community Development



Ed Reiskin
Director of Transportation

CITY AND COUNTY OF SAN FRANCISCO
BOARD OF SUPERVISORS
BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
FAX (415) 252-0461

July 13, 2018


TO: Government Audit and Oversight Committee
FROM: Budget and Legislative Analyst 
SUBJECT: July 18, 2018 Government Audit and Oversight Committee Meeting

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<p>Item 4 File 18-0534</p>	<p>Departments Mayor’s Office of Housing and Community Development San Francisco Municipal Transportation Agency</p>
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EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution approves the jurisdictional transfer of the Upper Yard (Assessor’s Parcel Number 6973, Lot 039) located at the intersection of Geneva Avenue and San Jose Avenue, from the San Francisco Municipal Transportation Agency (SFMTA) to the Mayor’s Office of Housing and Community Development (MOHCD) for a transfer fee of \$6,150,000.
- The proposed resolution also affirms the Planning Department’s determinations that the proposed jurisdictional transfer is (a) not a project under the California Environmental Quality Act and (b) in conformity with the City’s General Plan.

Key Points

- The Upper Yard is comprised of approximately 30,750 square feet and is currently used by the SFMTA as a surface parking lot for employees. In April 2014 the SFMTA and MOHCD entered into a Memorandum of Understanding agreeing to the transfer of jurisdiction of the Upper Yard from the SFMTA to MOHCD to develop affordable housing on the site. Under the First Amendment to the Memorandum of Understanding dated April 2016, the transfer fee for the property of \$6,150,000 was set based on an appraisal prepared by a third party independent appraiser.
- MOHCD currently estimates that up to 130 units of affordable housing, along with associated ground floor community amenities such as childcare and retail, will be constructed on the property. The total development cost of this scenario is estimated to be \$96 million. MOHCD selected Related California / Mission Housing Development Coalition through a competitive process to develop the property.

Fiscal Impact

- The funding sources for the \$6,150,000 transfer fee will be \$2,500,000 from the Community Development Block Grant allocated by the U.S. Department of Housing and Urban Development and \$3,650,000 from the Affordable Housing Fund. The funds from both sources have already been secured.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

City Administrative Code Section 23.16 states that if the Board of Supervisors determines that real property proposed to be transferred is no longer necessary or advantageous to the department having jurisdiction and can be more advantageously used by the requesting department, the Board shall by resolution order a transfer of the real property to the requesting department.

BACKGROUNDProposed jurisdictional transfer

The City owns property, under the jurisdiction of the San Francisco Municipal Transportation Agency (SFMTA), known as the Upper Yard (Assessor's Parcel Number 6973, Lot 039) located at the intersection of Geneva Avenue and San Jose Avenue, across the street from the Balboa Park BART station. The property is comprised of approximately 30,750 square feet and is currently used by the SFMTA as a surface parking lot for employees. In November 2012, the SFMTA Board of Directors passed Resolution No. 137-12 in support of the sale of the Upper Yard and directing the SFMTA Director of Transportation to work with partner agencies to advance such a sale.

In April 2014 the SFMTA and the Mayor's Office of Housing and Community Development (MOHCD) entered into a Memorandum of Understanding agreeing to the transfer of jurisdiction of the Upper Yard from the SFMTA to MOHCD for the purposes of affordable housing development. Under the First Amendment to the Memorandum of Understanding dated April 2016, the transfer fee for the property of \$6,150,000 was set based on an appraisal prepared by David Tattersall & Company, a third party independent appraiser, dated as of November 15, 2012, that determined that the Upper Yard was valued at \$6,150,000.¹

File 17-1107, which was approved by the Board of Supervisors in January 2018, amended Section 23.14 of the City Administrative Code to exempt certain City jurisdictional transfers for affordable housing from appraisal requirements, including the requirement that any appraisal and appraisal review have an effective date of value that is not earlier than nine months before the date any legislation for the proposed transfer is submitted to the Board of Supervisors.

Affordable housing development

According to Ms. Claudia Gorham, Deputy Managing Director of the Real Estate Division, MOHCD currently estimates that up to 130 units of affordable housing, along with associated ground floor community amenities such as childcare and retail, will be constructed on the property. The total development cost of this scenario is estimated to be \$96 million.

In April 2016, MOHCD issued a Request for Qualifications for a qualified developer to work with the City to develop affordable family housing and a ground floor commercial and community-serving space on the Upper Yard and to coordinate improvements on the adjacent parcel

¹ The requirement that an appraisal review be obtained for any appraisal that determines the fair market value of real property to be more than \$200,000 was not added to City Administrative Code Section 23.14 until 2016 (File 16-0361).

owned by Bay Area Rapid Transit (BART). Two development partners submitted qualifications. In September 2016, after reviewing the proposals, the selection panel recommended that Related California / Mission Housing Development Coalition be selected to develop, own, and operate the family housing proposed for the Upper Yard site. According to Ms. Sara Amaral, Project Manager at MOHCD, in March 2017 the Related California / Mission Housing Development Coalition submitted a \$2,000,000 predevelopment request to the Affordable Housing Loan Committee, which was approved. Other potential funding sources for development of the affordable housing project include developer equity, bank loans, MOHCD loans, and federal and state tax credits. According to Ms. Amaral, MOHCD evaluated the financial feasibility of the project and the ability of the selected development partners to secure financing as part of the proposal review.

BART has indicated to MOHCD that it is willing to negotiate a 30-foot no-build deed restriction along the shared property line, which would alleviate development constraints imposed by the unusual shape of the Upper Yard. According to Ms. Gorham, negotiations are expected to conclude by September 2018. If for any reason a lesser no-build deed restriction is agreed upon, then the Department of Building Inspection would need to re-assess the proposed size and design of the affordable housing development that could be constructed in the Upper Yard.

General Plan conformance

The Planning Department, through the General Plan Referral letter dated June 28, 2016, verified that the project is, on balance, in conformity with the General Plan and the eight priority policies outlined in Planning Code Section 101.1.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution approves the jurisdictional transfer of the Upper Yard from the SFMTA to MOHCD for a transfer fee of \$6,150,000. The proposed resolution also affirms the Planning Department’s determinations that the proposed jurisdictional transfer is (a) not a project under the California Environmental Quality Act and (b) in conformity with the City’s General Plan.

FISCAL IMPACT

According to Ms. Gorham, the funding sources for the \$6,150,000 transfer fee will be \$2,500,000 from the Community Development Block Grant allocated by the U.S. Department of Housing and Urban Development and \$3,650,000 from the Affordable Housing Fund, as shown in Exhibit 1 below.

Exhibit 1: Funding for Transfer Fee

Funding Source	Amount
Affordable Housing Fund	\$3,650,000
Community Development Block Grant	2,500,000
Total	\$6,150,000

Source: Real Estate Division

According to Ms. Gorham, the funds from both sources have already been secured for the transfer fee.

RECOMMENDATION

Approve the proposed resolution.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 14-058

WHEREAS, The City and County of San Francisco owns, under SFMTA's jurisdiction, property at the corner of Geneva Avenue and San Jose Avenue commonly referred to as the Upper Yard and as Assessor's Block 6973, Lot 039 (Property); and

WHEREAS, On November 6, 2012, the SFMTA Board of Directors unanimously passed Resolution No. 137-12, supporting the sale of the Property in principle and directing the SFMTA Director of Transportation to work with partner agencies to advance such a sale; and

WHEREAS, The SFMTA and Mayor's Office of Housing and Community Development (MOHCD) wish to enter into a Memorandum of Understanding (MOU) for the potential transfer of jurisdiction of the Property to MOHCD (Jurisdictional Transfer); and

WHEREAS, The fee for the Jurisdictional Transfer (Transfer Fee) is to be based on the appraised fair market value of the Property and negotiations between BART, SFMTA and MOH, which would be paid to SFMTA on or before the Jurisdictional Transfer becomes effective; and

WHEREAS, Unless terminated earlier by SFMTA or MOHCD, the MOU will terminate on the second anniversary of its execution or the earlier date that MOHCD needs possession of the Property to commence the development of a housing project on the Property; now, therefore be it

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to execute a Memorandum of Understanding between the San Francisco Municipal Transportation Agency and the San Francisco Mayor's Office of Housing and Community Development for the jurisdictional transfer of SFMTA's Upper Yard (Assessor's Block 6973, Lot 039) to MOHCD for the development of an affordable housing project.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of April 15, 2014.



Secretary to the Board of Directors
San Francisco Municipal Transportation Agency



SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral

Date: June 28, 2016
Case No. 2016-006482GPR
Geneva and San Jose Avenues Intersection Property Transfer

Block/Lot No: 6973/039

Project Sponsors: John Updike, Director
San Francisco Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

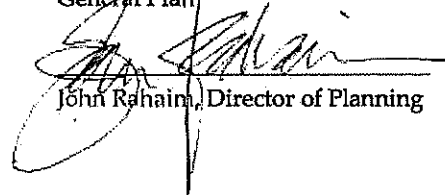
Kevin Kitchingham
Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Applicant: Same as Above

Staff Contact: Nicholas Perry – (415) 575-9066
nicholas.perry@sfgov.org

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

**Recommended
By:**


John Rahaim, Director of Planning

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PROJECT DESCRIPTION

On May 17, 2016, the Planning Department (herein "the Department") received a request from the City and County of San Francisco Real Estate Division on behalf of the Mayor's Office of Housing and Community Development (MOHCD) to consider transferring the property at the intersection of Geneva and San Jose avenues (Assessor's Parcel Number Block 6973, Lot 039) from the San Francisco Municipal Transportation Agency (SFMTA) to MOHCD. This property is also known as the "Upper Yard." MOHCD is proposing to develop the property with 80-100 affordable rental housing units for families making up to 60% of the Area Median Income, with retail on the ground floor. The site is currently used as a surface parking lot.

This project does not propose any additional development, land use changes, or changes to the right-of-way that have not already been approved. This action is simply to transfer ownership of the property from SFMTA to MOHCD.

ENVIRONMENTAL REVIEW

Project cleared under Balboa Park Station Area Plan EIR, certified 12/4/81, Motion No. 17774, Case No. 2004.1059E.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

As described below, the Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, **in-conformity** with the following Objectives and Policies of the General Plan:

Note: General Plan Objectives and Policies are in **bold font**; General Plan text is in regular font. Staff comments are in *italic font*.

Housing Element

OBJECTIVE 1

IDENTIFY AND MAKE AVAILABLE FOR DEVELOPMENT ADEQUATE SITES TO MEET THE CITY'S HOUSING NEEDS, ESPECIALLY PERMANENTLY AFFORDABLE HOUSING.

POLICY 1.3

Work proactively to identify and secure opportunity sites for permanently affordable housing.

The proposed property transfer will allow a surface parking lot to be replaced with 80-100 new affordable housing units.

POLICY 1.8

Promote mixed use development, and include housing, particularly permanently affordable housing, in new commercial, institutional or other single use development projects.

The proposed property transfer would allow for the construction of permanently affordable housing over ground floor retail space.

POLICY 1.10

Support new housing projects, especially affordable housing, where households can easily rely on public transportation, walking and bicycling for the majority of daily trips.

The proposed property is located in a transit-rich, walkable, and bike-friendly neighborhood, just across the street from the Balboa Park BART station and served by multiple Muni lines.

OBJECTIVE 4

FOSTER A HOUSING STOCK THAT MEETS THE NEEDS OF ALL RESIDENTS ACROSS LIFECYCLES.

POLICY 4.4

Encourage sufficient and suitable rental housing opportunities, emphasizing permanently affordable rental units wherever possible.

The proposed property transfer will allow a surface parking lot to be replaced with 80-100 new affordable housing units.

OBJECTIVE 8

BUILD PUBLIC AND PRIVATE SECTOR CAPACITY TO SUPPORT, FACILITATE, PROVIDE AND MAINTAIN AFFORDABLE HOUSING.

POLICY 8.1

Support the production and management of permanently affordable housing.

The proposed property transfer will allow for the production of a permanently affordable housing project.

Balboa Park Station Area Plan

OBJECTIVE 1.1

INTEGRATE THE DIVERSE USES IN THE PLAN AREA AROUND THE COMMERCIAL SPINE AND TRANSIT NODE.

POLICY 1.1.1

Strengthen the link between transportation and land use.

OBJECTIVE 1.3

ESTABLISH AN ACTIVE, MIXED-USE NEIGHBORHOOD AROUND THE TRANSIT STATION.

POLICY 1.3.1

Mixed-use housing and retail should be the principal land use in the Transit Station Neighborhood.

The proposed property transfer will allow for the construction of a mixed-use housing development in the Balboa Park Transit Station Neighborhood, directly across the street from the Balboa Park BART Station, thus strengthening the link between transportation and land use in the neighborhood.

OBJECTIVE 3.1

ESTABLISH PARKING STANDARDS AND CONTROLS THAT PROMOTE QUALITY OF PLACE, AFFORDABLE HOUSING, AND TRANSIT-ORIENTED DEVELOPMENT.

POLICY 3.1.1

Provide flexibility for new residential development by eliminating minimum off-street parking requirements and establishing reasonable parking caps.

POLICY 3.1.2

Provide flexibility for non-residential development by eliminating minimum off-street parking requirements and establishing parking caps generally equal to the previous minimum requirements.

The proposed property transfer will allow for the construction of a transit-oriented development with no off-street parking.

OBJECTIVE 4.1

MAXIMIZE OPPORTUNITIES FOR RESIDENTIAL INFILL THROUGHOUT THE PLAN AREA.

POLICY 4.1.1

Housing, supported by a modest amount of neighborhood-oriented commercial establishments, should form the backbone of all new development in the plan area.

The proposed property transfer will allow for the construction of a new infill mixed-use housing development in the Balboa Park Station Plan Area.

OBJECTIVE 4.3

ESTABLISH AN ACTIVE, MIXED-USE NEIGHBORHOOD AROUND THE TRANSIT STATION THAT EMPHASIZES THE DEVELOPMENT OF HOUSING.

POLICY 4.3.1

Encourage mixed-use housing on the Upper Yard.

The proposed property transfer will allow for the construction of a new mixed-use housing development on the Upper Yard, across the street from the Balboa Park BART station.

OBJECTIVE 4.5

PROVIDE INCREASED HOUSING OPPORTUNITIES AFFORDABLE TO A MIX OF HOUSEHOLDS AT VARYING INCOME LEVELS.

POLICY 4.5.1

Give first consideration to the development of affordable housing on publicly-owned sites.

The proposed property transfer will allow for the construction of a new 100% affordable housing development for families making up to 60% of Area Median Income.

Eight Priority Policies Findings

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

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 proposed property transfer will not negatively affect existing neighborhood-serving retail uses or opportunities for employment in or ownership of such businesses. The new development will, however, provide new affordable housing for residents who may support such businesses in the surrounding area and will also create new space for ground floor commercial 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 proposed property transfer would not displace any existing housing and would provide an additional 80-100 affordable housing units and will help preserve the cultural and economic diversity of the neighborhood.

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

The proposed property transfer will increase the stock of permanent affordable housing in the City.

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

The proposed property transfer will not result in commuter traffic impeding Muni's transit service, overburdening the streets or altering current neighborhood parking. The proposed affordable housing project will be transit-oriented given its location near BART and Muni, and will include no on-site parking.

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

The proposed property transfer would not affect the existing economic base in this area.

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

The proposed property transfer would not affect the City's preparedness to protect against injury and loss of life in an earthquake.

7. That landmarks and historic buildings be preserved.

The proposed property transfer will not affect landmarks or historic buildings.

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

The proposed property transfer will not affect City parks or open spaces, or their access to sunlight and vistas.

RECOMMENDATION:	Finding the Project, on balance, in-conformity with the General Plan
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cc: John Updike, Real Estate Division; Marta Bayol, Real Estate Division; Kevin Kitchingham MOHCD; Rafe Rabalais, SFMTA

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FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS FIRST AMENDMENT (this “**Amendment**”) is dated as of April 18, 2016, by and among the City and County of San Francisco Municipal Transportation Agency (“**SFMTA**”) and the City and County of San Francisco Mayor’s Office of Housing and Community Development (“**MOHCD**”).

RECITALS

A. The SFMTA and MOHCD have entered into a Memorandum of Understanding, dated April 18, 2014 (“**MOU**”), whereby SFMTA agreed to transfer jurisdiction of the Upper Yard (as defined in the MOU) to MOHCD on the terms and conditions in the MOU.

B. MOHCD has delivered the Deposit (as defined in the MOU) to SFMTA, completed its due diligence investigation of the Upper Yard and wishes to acquire jurisdiction in the Upper Yard for an affordable housing development (the “**Development**”), but the size and design of the Development depend on MOHCD’s ability to negotiate an agreement with the San Francisco Bay Area Rapid Transit District (“**BART**”) for the Development to include the portion of BART property adjacent to the Upper Yard, as generally depicted on the attached Exhibit A (“**BART Property**”).

C. SFMTA and MOHCD wish to extend the term of the MOU to give MOHCD more time to conclude its negotiations for the BART Property, procure a third party developer, conduct public outreach, secure entitlements and financing for the Development, complete the design of the Development, and commence construction.

D. SFMTA and MOHCD therefore desire to amend the MOU as set forth herein.

AGREEMENT

1. Definitions and Recitals. Terms not otherwise defined herein have the meanings set forth in the MOU. The Recitals set forth above are hereby incorporated into this Amendment by this reference.
2. Approval Notice. MOHCD has accepted the condition of the Upper Yard, and Section 1(c) of the MOU is deleted in its entirety.
3. Amount of Transfer Fee. Section 2(a) of the MOU is deleted in its entirety and replaced with the following language:

“(a) Amount. Under an appraisal prepared by David Tattersall & Company dated as of November 15, 2012, the Upper Yard was valued at \$6,150,000. Under an appraisal prepared by David Tattersall & Company dated as of March 25, 2014, the Upper Yard was valued at \$9,840,000. Based on such values, the parties agree that the Upper Yard jurisdictional transfer fee (the “**Transfer Fee**”) shall be \$6,150,000.

Notwithstanding the foregoing, if the Transfer Date does not occur on or before the first anniversary of the full execution of this Amendment, the SFMTA shall have the right to propose revising the Transfer Fee to reflect the economic conditions that exist at the time of the Transfer Date. If MOHCD agrees to any such SFMTA revision to the Transfer Fee, the parties shall confirm the revised Transfer Fee in writing. If MOHCD does not agree to any proposed SFMTA revision to the Transfer Fee, MOHCD shall send written notice of its disagreement to the SFMTA within thirty (30) days of receiving the SFMTA’s written notice of its proposed revision to the Transfer Fee. The SFMTA shall have the right to terminate the MOU by delivering written notice of such termination to MOHCD

within thirty (30) days of receiving any MOHCD notice that it will not agree to the SFMTA's proposed revision to the Transfer Fee. If the SFMTA terminates this MOU pursuant to this subsection, within forty-five (45) days following the delivery of any such termination notice to MOHCD, the SFMTA shall return the Deposit to MOHCD. SFMTA shall have no responsibility for paying MOHCD any interest earned on the Deposit."

4. Timing for Environmental and General Plan Review. The first sentence of Section 3 of the MOU is deleted in its entirety and replaced with the following language:

"Within the thirty (30) day period immediately following the later date (the "**Agreement Date**") to occur of MOHCD's completion of its negotiations for the BART Property and May 1, 2017, MOHCD shall request City's Planning Department to determine if the ~~Jurisdictional Transfer will require a general plan conformance finding or environmental review before the City's Board of Supervisors approves of the Jurisdictional Transfer.~~"

5. Term. Section 7 of the MOU is hereby deleted in its entirety and replaced with the following:

"Term. This term of this MOU shall commence on April 18, 2014, and terminate on the Possession Date, unless earlier terminated by either party pursuant to this MOU."

6. Cooperation; Costs. MOHCD, either alone or in coordination with a selected third party developer, will be responsible for all aspects, all phases, and all costs of developing and completing an affordable housing development at the Upper Yard, including but not limited to public outreach, securing entitlements, and securing the approval of the Board of Supervisors, as necessary. MOHCD also agrees to coordinate with SFMTA to incorporate any applicable Transportation Demand Management measures, such as limited on-site parking, into any development at the Upper Yard. Except as otherwise expressly set forth in the MOU, each party shall be solely responsible for the costs it incurs with respect to the MOU, this Amendment, and the inspection and development of the Upper Yard.

7. Terms of MOU. Except as expressly modified by this Amendment, all of the terms and conditions of the MOU shall remain unchanged.

8. Conflict of Terms. In the event that there is any conflict or inconsistency between the terms and conditions of the MOU and those of this Amendment, the terms of this Amendment shall control and govern.

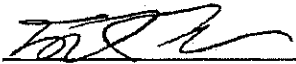
9. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

SFMTA:

SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

By: 
Edward D. Reiskin
Director of Transportation

Date: 4.25.16

MOHCD:

MAYOR'S OFFICE OF HOUSING
AND COMMUNITY DEVELOPMENT

By: 
Olson Lee, Director

Date: April 18, 2016

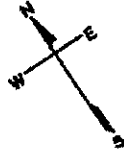
EXHIBIT A

Depiction of Upper Yard and BART Property

(This depiction outlines the approximate boundaries)

© COPYRIGHT SAN FRANCISCO
CITY & COUNTY ASSESSOR 1988

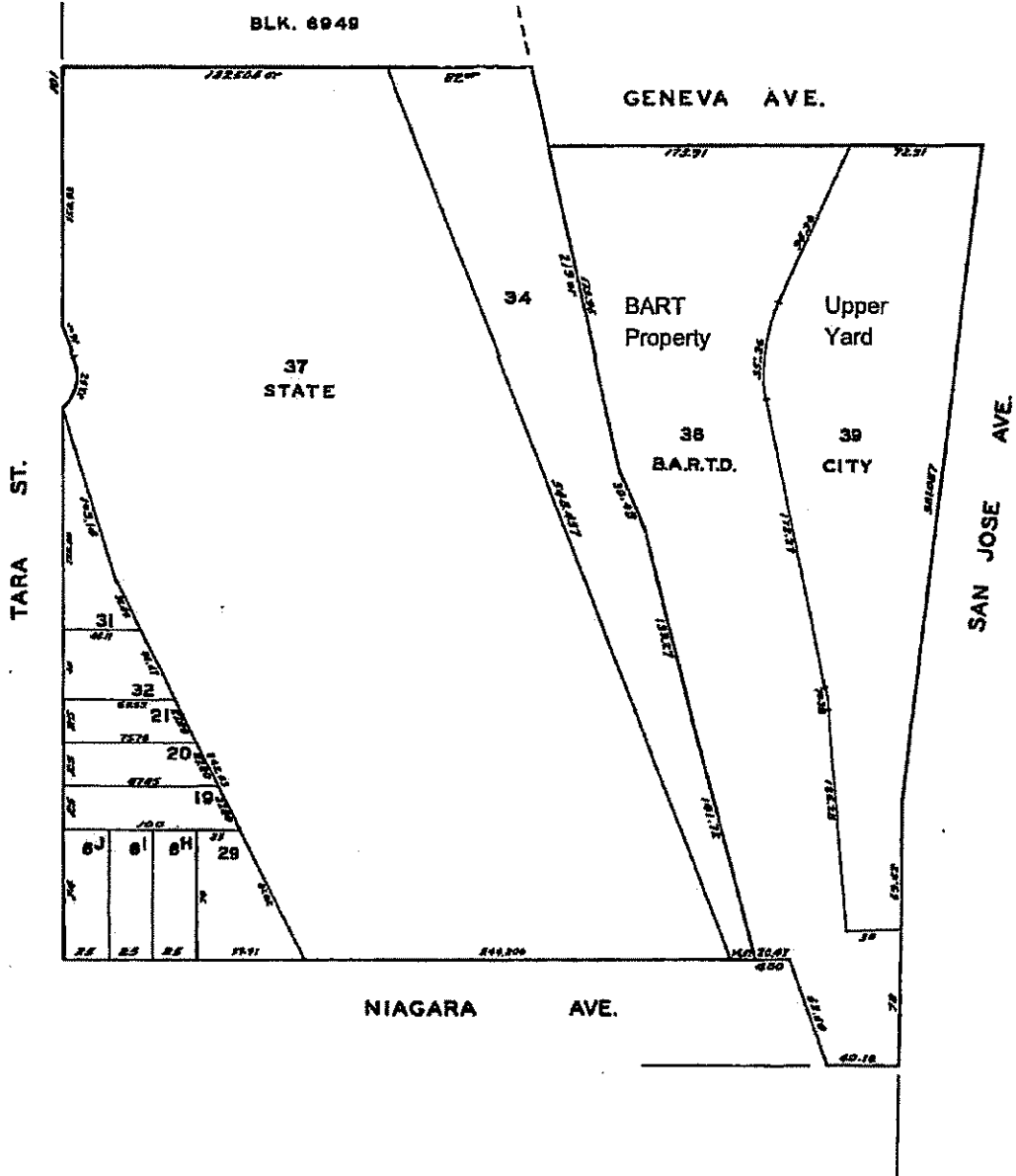
LOTS MERGED
 LOTS 20, 21 & 22 into Lot 1 - 1943
 " 2, 3 & 4 " " 5 - 1948



6973

SAN MIGUEL CITY BLK. 3

REVISED 1988	
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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), dated as of April 18, 2014, is by and among the City and County of San Francisco Municipal Transportation Agency ("SFMTA"), and the City and County of San Francisco Mayor's Office of Housing and Community Development ("MOHCD").

RECITALS

A. The City and County of San Francisco ("City") owns, under SFMTA's jurisdiction, that certain property (the "Upper Yard") comprised of approximately 30,750 square feet and depicted in the attached Exhibit A.

B. On November 6, 2012, the SFMTA Board of Directors unanimously passed Resolution No. 137-12 supporting the sale of the Upper Yard in principle and directing the SFMTA Director of Transportation to work with partner agencies to advance such sale.

C. MOH is interested in acquiring jurisdiction of the Upper Yard if it determines the Upper Yard could be an appropriate site for affordable housing, and SFMTA and MOH wish to enter into this MOU to set forth their agreement with regards to the potential transfer of jurisdiction of the Upper Yard from SFMTA to MOHCD (the "Jurisdictional Transfer").

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Due Diligence Investigations. A "MOHCD Contractor" shall mean any party (including City's Department of Public Works) engaged by MOH to investigate the Upper Yard during the term of this MOU. SFMTA agrees to allow MOHCD Contractors to investigate the condition of the Upper Yard; provided, however, that any such investigations on the Upper Yard shall not unreasonably interfere with SFMTA's use of the Upper Yard and shall be performed pursuant to written agreements between such MOHCD Contractor and SFMTA in a form reasonably acceptable to SFMTA. Such investigations shall be subject to the requirements set forth below.

(a) Claims. If any MOHCD Contractor investigation or entry on the Upper Yard results in any demands, claims, proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "Losses") arising from (i) the release of hazardous materials in, on, about, under, or from the Upper Yard, (ii) the exacerbation of any hazardous materials existing in, on, about, or under the Upper Yard as of the Effective Date (as defined below), (iii) a regulatory agency with jurisdiction requiring the remediation or investigation of the release, or threatened release, of any hazardous materials in, on, about, under, or from the Upper Yard, (iv) any damage to, or disturbance or destruction of, the Upper Yard or any other property (including personal property, fixtures, and equipment), or (v) any injury or death to any person, and SFMTA is not fully reimbursed for such Losses by the MOHCD Contractor or its insurer, MOHCD shall pay for such unreimbursed Losses. The foregoing obligation shall not include any claims resulting from the discovery or disclosure of pre-existing environmental conditions on, in, under or about the Upper Yard; provided, however,

that SFMTA shall have no obligation to remediate any such pre-existing environmental conditions. In no event shall SFMTA funds be used to pay for any Losses, except to the extent a Loss results from the willful misconduct or gross negligence of a SFMTA employee and any SFMTA invitee, agent, or contractor other than a MOHCD Contractor.

(b) Legal Fees for Access Agreements. If MOHCD requests SFMTA to allow a MOHCD Contractor to access the Upper Yard to conduct any investigation prior to the Transfer Date, MOHCD shall reimburse SFMTA for the City Attorney fees in preparing the access agreement for such investigation. Following the Transfer Date, MOHCD shall be responsible for entering into any access agreements for such Contractor investigations at its sole cost.

(c) Approval Notice. If MOHCD accepts the condition of the Upper Yard, MOHCD shall deliver written notice of such determination to SFMTA (the "Approval Notice"). If MOHCD does not accept the condition of the Upper Yard, MOHCD shall have the right to terminate this MOU by delivering written notice of such termination to SFMTA (the "Disapproval Notice"). If MOHCD does not deliver an Approval Notice or a Disapproval Notice to SFMTA within the ninety (90) day period immediately following the full execution of this MOU ("Effective Date"), SFMTA shall have the right to terminate this MOU by delivering written notice of such termination to MOHCD.

If either party terminates this MOU pursuant to this subsection and MOHCD has delivered the Deposit (as defined in Section 2) to SFMTA prior to such termination, within forty-five (45) days following the delivery of any such termination notice to SFMTA or MOHCD, SFMTA shall return the Deposit to MOHCD. SFMTA shall have no responsibility for paying MOHCD any interest earned on the Deposit.

2. Transfer Fee.

(a) Amount. SFMTA is acquiring, at its sole cost, an appraisal of the fair market value of the Upper Yard from a licensed appraiser. Following its receipt of such appraisal, SFMTA shall notify MOHCD of the fair market value of the Upper Yard established in such appraisal (the "Appraised FMV"). If SFMTA and MOHCD mutually agree to the Appraised FMV or to a different fair market value in writing, such amount shall be the "Transfer Fee".

If SFMTA and MOHCD do not mutually agree to the Transfer Fee within thirty (30) days of the Effective Date, either SFMTA or MOHCD shall have the right to terminate this MOU by delivering written notice of such termination to the other party. If either party terminates this MOU pursuant to this subsection and MOHCD has delivered the Deposit to SFMTA prior to such termination, within forty-five (45) days following the delivery of any such termination notice to SFMTA or MOHCD, SFMTA shall return the Deposit to MOHCD. SFMTA shall have no responsibility for paying MOHCD any interest earned on the Deposit.

(b) Payment. ~~On or before April 30, 2014, MOHCD shall deliver Two Million Five Hundred Dollars (\$2,500,000) (the "Deposit") as its good faith deposit for the Jurisdictional Transfer.~~ If the parties elect to request the City's Mayor to recommend the Jurisdictional Transfer for the Transfer Fee, and the City's Board of Supervisors approves of the Jurisdictional Transfer, the Deposit shall be deemed SFMTA's sole property and MOHCD shall deliver an amount equal to the Transfer Fee, less the Deposit, to SFMTA on or before the Jurisdictional

Transfer becomes effective (the "Transfer Date").

3. Environmental Review and General Plan Conformity. Within the thirty (30) day period immediately following the later date (the "Agreement Date") to occur of SFMTA's receipt of the Approval Notice and the parties' mutual agreement to the Transfer Fee, MOHCD shall request City's Planning Department to determine if the Jurisdictional Transfer will require a general plan conformance finding or environmental review before the City's Board of Supervisors approves of the Jurisdictional Transfer. If such review is required before such approval, MOHCD shall request the City's Planning Department to perform such review at MOHCD's sole cost.

4. Jurisdictional Transfer Legislation. Within the thirty (30) day period immediately following the later date to occur of the Agreement Date and the date that City's Planning Department issues a general plan conformance finding and completes its environmental review pursuant to Section 3, if applicable, SFMTA shall submit to the City's Administrative Services Department, Real Estate Division ("RED") all materials necessary to enable RED to request the Mayor's recommendation of the Jurisdictional Transfer to the Board of Supervisors. The parties shall each pay one-half (½) of any costs charged by RED and the City Attorney's Office to seek and effect the Jurisdictional Transfer, including the cost to submit legislation for approval of the Jurisdictional Transfer ("Transfer Legislation").

If the Board of Supervisors does not adopt the Transfer Legislation, this MOU shall automatically terminate on the date the Board of Supervisors rejects the Transfer Legislation; provided, however, that if MOHCD has delivered the Deposit to SFMTA prior to such time, within forty-five (45) days following the Board of Supervisor's disapproval of the Transfer Legislation, SFMTA shall return the Deposit to MOH. SFMTA shall have no responsibility for paying MOH any interest earned on the Deposit.

5. Use of Upper Yard. If the Transfer Date occurs, SFMTA shall have the right to continue using the Upper Yard for no fee until MOHCD reasonably needs possession of the Upper Yard to commence the construction of any affordable housing. In such event, MOHCD shall provide SFMTA with no less than thirty (30) days prior written notice of the date it requires physical possession to commence the development of a housing development on the Upper Yard (the "Possession Date").

SFMTA shall vacate the Upper Yard on or before the Possession Date and leave it in substantially the same condition as it was in as of the Effective Date. During the period between the Effective Date and the earlier to occur of the termination of this MOU and the Possession Date, SFMTA shall not, without first obtaining MOHCD's prior written approval, take any of the following actions: (i) construct any improvements on the Upper Yard, (ii) encumber, lien, transfer, grant, lease or license all or any part of the Upper Yard, or enter into any contract affecting the Upper Yard, except for contracts that are terminable on thirty days notice or less or approved by MOHCD in writing, or (iii) cause or authorize any use of the Upper Yard for any non-City use.

SFMTA shall be responsible for paying for any Losses arising from SFMTA's use of the Upper Yard during the period between the Effective Date and the Possession Date (the "Post-Transfer Period"), including (i) the release of hazardous materials in, on, about, under, or from

the Upper Yard, (ii) the exacerbation of any hazardous materials existing in, on, about, or under the Upper Yard as of the Effective Date, (iii) a regulatory agency with jurisdiction requiring the remediation or investigation of the release, or threatened release, of any hazardous materials in, on, about, under, or from the Upper Yard during the Post-Transfer Period, (iv) any damage to, or disturbance or destruction of, the Upper Yard or any other property (including personal property, fixtures, and equipment), or (v) any injury or death to any person. In no event shall MOHCD funds be used to pay for any Losses arising from SFMTA's use of the Upper Yard during the Post-Transfer Period.

6. "As Is" Condition. The configuration and size of the Upper Yard is depicted on the attached Exhibit A. On the Transfer Date, subject to SFMTA's obligations in Section 5, MOHCD will accept the Upper Yard in its "AS-IS" condition, without representation, warranty or covenant of any kind by SFMTA, including without limitation, the suitability of the Upper Yard for affordable housing or any other development. Upon acceptance, MOHCD will waive any and all rights to seek reimbursement or indemnity from SFMTA for any loss or cost relating to the condition of the Upper Yard, except in connection with SFMTA's use of the Upper Yard during the Post-Transfer Period.

7. Term. This term of this MOU shall commence on the Effective Date and terminate on the earlier date (the "**Termination Date**") to occur of the Possession Date and the second (2nd) anniversary of the Effective Date, unless earlier terminated by either party pursuant to this MOU. If this MOU terminates on the Termination Date and MOH has delivered the Deposit to SFMTA prior to such time, within forty-five (45) days following the Termination Date, SFMTA shall return the Deposit to MOH. SFMTA shall have no responsibility for paying MOH any interest earned on the Deposit.

8. Notices. All notices, demand, consents or approvals which are or may be required to be given by either party to the other under this MOU shall be in writing and shall be deemed to have been fully given when delivered in person and addressed as follows:

If to SFMTA: Municipal Transportation Agency
1 South Van Ness Avenue, 8th Floor
San Francisco, CA 94103
Attn: _____
Tel No.: (415) _____

If to MOH: Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: _____
Tel No.: (415) _____

or such other address that a party may from time to time designate by notice to the other parties given pursuant to the provisions of this Section.

9. Authority. All matters requiring MOHCD's approval shall be approved of by the Director of MOHCD or his or her designee. All matters requiring SFMTA's approval shall be approved of

by the SFMTA Director of Transportation or his or her designee, or by the SFMTA Board of Directors, if required.

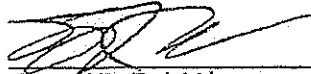
10. Cooperation. Subject to the terms and conditions of this MOU, SFMTA and MOHCD staff shall use reasonable efforts to do, or cause to be done, all things reasonably necessary or advisable to carry out the purposes of this MOU as expeditiously as practicable, including, without limitation, performance of further acts and the execution and delivery of any additional documents in form and content reasonably satisfactory to all parties (subject to any necessary approvals). Notwithstanding anything to the contrary in this MOU, no party is in any way limiting its discretion or the discretion of any department, board or commission with jurisdiction over the actions described in this MOU or any future use of the Upper Yard, including but not limited to a party hereto, from exercising any discretion available to such department, board or commission with respect thereto, including but not limited to the discretion to (i) make such modifications deemed necessary to mitigate significant environmental impacts, (ii) select other feasible alternatives to avoid such impacts; (iii) balance the benefits against unavoidable significant impacts prior to taking final action if such significant impacts cannot otherwise be avoided, or (iv) determine not to proceed with the proposed Jurisdictional Transfer or any development of the Upper Yard for affordable housing. In addition to any conditions described in this MOU, the parties' obligations are expressly subject to the receipt of all legally required approvals following environmental review.

11. Miscellaneous. (a) This MOU may be amended or modified only by a writing signed by the SFMTA Director of Transportation, or his or her designee, and the Director of MOHCD. (b) No waiver by any party of any of the provisions of this MOU shall be effective unless in writing and signed by an authorized representative, and only to the extent expressly provided in such written waiver. (c) This MOU (including all exhibits) contains the entire understanding between the parties as of the date of this MOU, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the date first written above.

SFMTA:

SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

By: 
Edward D. Reiskin
Director of Transportation


Date: 4.18.14

San Francisco Municipal Transportation Agency

Board of Directors

Resolution No. 14-058

Adopted: April 15, 2014

Attest:


Secretary, SFMTA Board of Directors

MOH:

MAYOR'S OFFICE OF HOUSING
AND COMMUNITY DEVELOPMENT

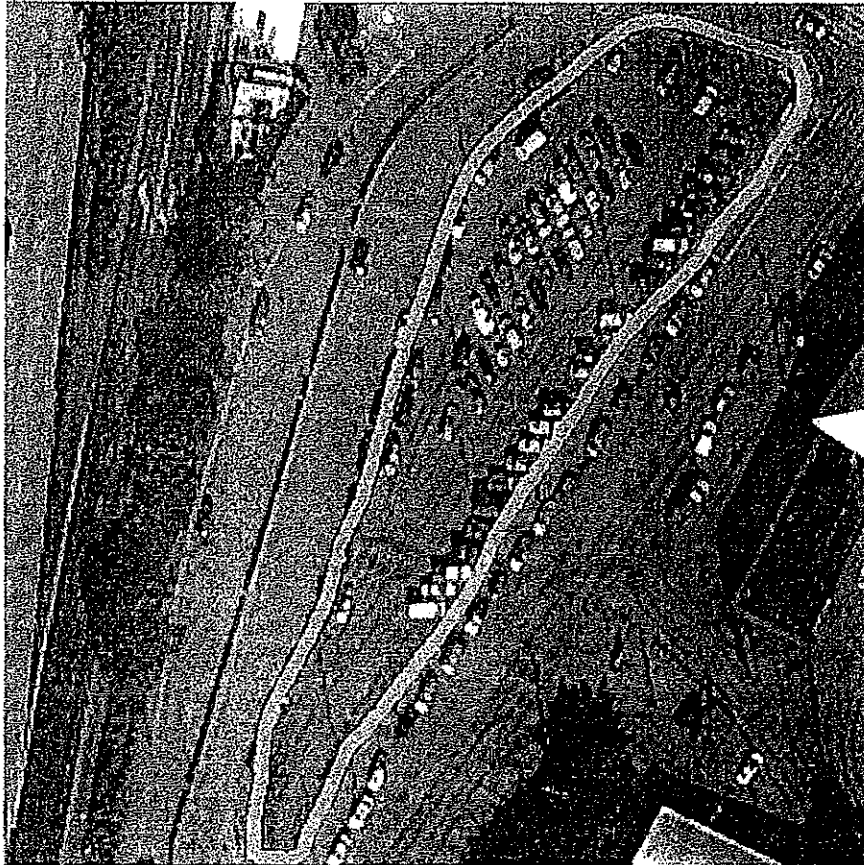
By: 
Olson Lee, Director

Date: 4.18.14

EXHIBIT A

Depiction of Upper Yard

(This depiction outlines the approximate boundaries of the Property)





Mark Farrell, Mayor
Naomi M. Kelly, City Administrator



John Updike
Director of Real Estate

May 10, 2018

Through City Administrator Naomi Kelly

Honorable Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Carlton B. Goodlett Place
San Francisco, CA 94102

Subject: Upper Yard Jurisdictional Transfer

Dear Board Members:

Attached for your consideration is a Resolution approving and authorizing the jurisdictional transfer of City owned property located at the intersection of Geneva Avenue and San Jose Avenue, Assessor's Parcel Number 6973, Lot 039, commonly known as the "Upper Yard," from the San Francisco Municipal Transportation Agency ("SFMTA") to the Mayor's Office of Housing and Community Development ("MOHCD") for affordable housing.

Background

On November 6, 2012, the SFMTA Board of Directors unanimously passed Resolution No. 137-12, supporting the sale of the Upper Yard in principle and directing the SFMTA Director of Transportation to work with partner agencies to advance such sale.

The SFMTA and MOHCD entered into a Memorandum of Understanding ("MOU") on April 18, 2014, wherein SFMTA agreed to transfer jurisdiction of the Upper Yard to MOHCD on the terms and conditions in the MOU including without limitation for the sum of an appraisal to have been conducted and a deposit of \$2,500,000.00. MOHCD paid the deposit.

MOHCD has completed its due diligence investigation of the Upper Yard and desires to acquire jurisdiction for an affordable housing development. The size and design of the development to be determined upon MOHCD's negotiations with the San Francisco Bay Area Rapid Transit District ("BART") for a portion of BART's property adjacent to the Upper Yard.

MOHCD extended the term of the MOU with a First Amendment to the MOU dated April 16, 2016. The amount of the transfer fee was determined and agreed upon in the First Amendment to the MOU to be \$6,150,000.00, the opined value of a third party independent appraiser that was reviewed and approved by the Director of Property.

The agencies now wish to transfer jurisdiction.

Resolution

Specifically, the Resolution approves:

- (A) That the public interest or public necessity will not be inconvenienced by the jurisdictional transfer of the Upper Yard;
- (B) The actions contemplated in the Resolution are consistent with the City's General Plan and with Planning Code Section 101.1(b); and,
- (C) Directs the Director of Property to transfer jurisdiction of the Upper Yard from SFMTA to MOHCD in accordance with the terms and conditions of the Original MOU as modified by the First Amendment (for \$6,150,000.00).

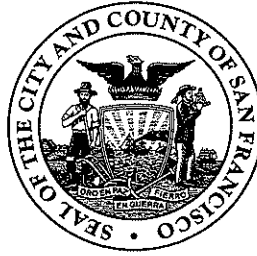
The MOHCD, the SFMTA and the Department of Real Estate recommend approval of the proposed Resolution. If you have any questions regarding the project or the license, please contact Rafe Rabalais of SFMTA at rafe.rabalais@sfmta.com or 415.646.2764 or Claudia J. Gorham of Real Estate at 415.554.9871 or Claudia.gorham@sfgov.org.

Respectfully,



John Updike
Director of Property

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 256
San Francisco 94102-4689
Tel. No. (415) 554-6975
Fax No. (415) 554-6979
TDD/TTY No. (415) 554-5227

May 15, 2018

Angela Calvillo, Clerk of the Board
City and County of San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached please find an original and two copies of a proposed resolution submitted for the Board of Supervisors approval, which will authorize Resolution authorizing an Indemnification Agreement in favor of the parties financing the renovation of the Powerhouse building of the Geneva Car Barn and Powerhouse.

The following is a list of accompanying documents (three sets):

Proposed Resolution
Letter from Office of Director of Real Estate, John Updike
First Amendment to Memorandum of Understanding
Memorandum of Understanding
Planning Department, General Plan Referral Memo – Item #2016-006482GPR

The following person may be contacted regarding this matter:

Rachel Gosiengfiao
Executive Assistant
Real Estate Division
City and County of San Francisco
25 Van Ness, Suite 400
415-554-9880
email: rachel.gosiengfiao@sfgov.org

Respectfully Submitted,

Ahsha Safai
District 11 Supervisor

May 15, 2018

Angela Calvillo, Clerk of the Board
City and County of San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached please find an original and two copies of a proposed resolution submitted for the Board of Supervisors approval, which will authorize Resolution authorizing an Indemnification Agreement in favor of the parties financing the renovation of the Powerhouse building of the Geneva Car Barn and Powerhouse.

The following is a list of accompanying documents (three sets):

- Proposed Resolution
- Letter from Office of Director of Real Estate, John Updike
- First Amendment to Memorandum of Understanding
- Memorandum of Understanding
- Planning Department, General Plan Referral Memo – Item #2016-006482GPR

Special Timeline Requirement: The legislation is scheduled for introduction to The City and County of San Francisco Board of Supervisors on November 14, 2017 with final adoption by the Board of Supervisors during the December 12, 2017 meeting to meet qualifying deadlines.

The following person may be contacted regarding this matter:

Manu Pradhan, Deputy City Attorney
Office of the City Attorney
1 Dr. Carlton B. Goodlett Place, City Hall, Room 234
San Francisco, CA 94102-4682
tel: (415) 554-4658, fax: (415) 554-4699
email: manu.pradhan@sfgov.org

Respectfully Submitted,

Ahsha Safai
District 11 Supervisor

805-11 /
Aides, COB,
LUCIEN, GAO,
Clerk, Mayors
Office, Dep. City Atty

President, District 5
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-7630
Fax No. 554-7634
TDD/TTY No. 544-5227

London Breed

PRESIDENTIAL ACTION

Date: 5/30/18

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____ (Primary Sponsor)

Title. _____

Transferring (Board Rule No 3.3)

File No. 180534 Safai
(Primary Sponsor)

Title. Jurisdictional Transfer of City Property - San Francisco Municipal
Transportation Agency - Mayor's Office of Housing and Community

From: Land Use & Transportation Committee

To: Government Audit & Oversight Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor _____

Replacing Supervisor _____

For: _____ Meeting
(Date) (Committee)

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2018 MAY 30 AM 11:01
BY [Signature]

London Breed

London Breed, President
Board of Supervisors

Introduction Form

By a Member of the Board of Supervisors or Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2018 MAY 15 PM 4:43

Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

BY _____

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

District 11 Supervisor Ahsha Safai

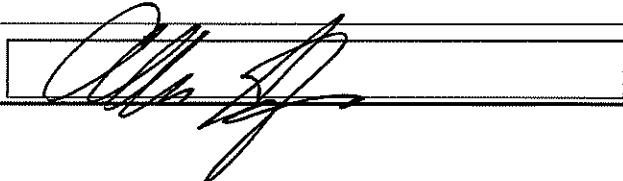
Subject:

Jurisdictional Transfer - Block 6973, Lot 039 - from the San Francisco Municipal Transportation Agency to the Mayor's Office of Housing and Community Development for \$6,150,000

The text is listed:

Resolution approving the jurisdictional transfer of City property at the intersection of Geneva Avenue and San Jose Avenue, Assessor's Block 6973, Lot 039, from the San Francisco Municipal Transportation Agency to the Mayor's Office of Housing and Community Development for \$6,150,000; affirming the Planning Department's determination under the California Environmental Quality Act; and finding the proposed transfer is consistent with the General Plan and the eight priority policies of Planning Code Section 101.1.

Signature of Sponsoring Supervisor: []



For Clerk's Use Only