

**MEMORANDUM OF AGREEMENT**

**between**

**THE CITY AND COUNTY OF SAN FRANCISCO,**

**MAYOR'S OFFICE OF HOUSING,**

**and**

**THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER**

**REGARDING THE DEMOLITION AND RECONSTRUCTION OF  
NORTH BEACH PLACE PUBLIC HOUSING PROJECT  
AT 401-499 BAY STREET AND 501-599 BAY STREET  
SAN FRANCISCO, CALIFORNIA**

WHEREAS, the City and County of San Francisco (City), through the Mayor's Office of Housing, has determined that the demolition and reconstruction of the North Beach Place Public Housing Project, 401-499 Bay Street and 501-599 Bay Street, San Francisco (Undertaking) will have an effect upon properties listed in or eligible for listing in the National Register of Historic Places (NRHP) (Historic Properties) and has consulted with the California State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f); and

WHEREAS, the North Beach Development Associates, LLC, a California limited liability company (NBDA), and the San Francisco Housing Authority (SFHA) (Sponsors) have participated in the consultation and have been invited to concur in this Memorandum of Agreement (MOA); and

WHEREAS, the Sponsors intend to finance the Undertaking with private and public financing, including a \$20 million grant of federal funds awarded to SFHA by the United States department of Housing and Urban Development under the federal HOPE VI program authorized under the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act of 1997 (P.L. 104-204); and

WHEREAS, the Director of the Mayor's Office of Housing of San Francisco has been designated by the Mayor as the Agency Official responsible for ensuring compliance with Section 106 of the NHPA; and

WHEREAS, the Agency Official has established the Area of Potential Effects (APE) for the Undertaking, as defined at 36 CFR § 800.16, and as outlined in *Historic Architecture Survey Report for the Replacement of North Beach Place Housing Project, San Francisco, CA, prepared by William Kostura and Carey & Co., September 15, 2000*; and

WHEREAS, the Agency Official, with significant public participation as described below, has identified and evaluated Historic Properties located in the APE; and

WHEREAS, the Sponsors held numerous meetings in the community regarding the Undertaking, including its effect on Historic Properties located in the APE, over a six (6) year period, beginning September 20, 1995, and continuing through 2001, with various community groups including North Beach Tenants Association, North Beach Task Force, North Beach Working Group, North Beach Community Supportive Services, Telegraph-Hill Neighborhood Center, Chinatown Community Development Center and Fishermen's Wharf Merchants' Association; and

WHEREAS, the City's Landmarks Preservation Advisory Board (LPAB) held a duly noticed public hearing on February 7, 2001, at which it considered written and oral testimony in preparing its comments to the Agency Official; and

WHEREAS the City is a Certified Local Government (CLG) pursuant to § 101 of the NHPA and its implementing regulations found at 36 CFR Part 61; and

WHEREAS, in consultation with the Planning Department and LPAB, the Agency Official has made the following determinations with respect to the effect of the Undertaking on Historic Properties within the APE:

1. The proposed design of the Undertaking would have no adverse effect on the following Historic Properties:

- The turnaround area of Ferries and Cliff House Railway portion of the San Francisco Cable Cars National Historic Landmark, and the following properties that are eligible for inclusion in the NRHP:
- San Francisco Art Institute, 800 Chestnut Street;
- Robert Boardman Howard and Adeline Kent studios, 521-523 Francisco Street;
- Mario Canepa flats, 750-752 Francisco Street;
- Domenico Garibaldi flats, 547-553 Francisco Street;
- Antone Trapani flats, 679-685 Francisco Street/2436-2440 Jones Street;
- A. Larocca and Sons wholesale seafood, 2350 Taylor Street; and
- That portion of North Beach Historic District located within the APE, a property potentially eligible for inclusion in the NRHP.

2. The demolition of the North Beach Place Housing Project will have an adverse effect on a property eligible for inclusion in the NRHP.

WHEREAS, through general notification to property owners in the immediate neighborhood and other parties requesting notice, the Agency Official and the Sponsors have invited the interested public to participate in identification of Historic Properties and the planning of this undertaking by written comment, personal interview and neighborhood meetings, and have duly considered those comments and ideas in the project design;

NOW, THEREFORE, the Agency Official and the SHPO agree, with concurrence by the Sponsors, that the Undertaking shall be carried out in accordance with the following stipulations in order to take into account the effects of the Undertaking on Historic Properties.

### **STIPULATIONS**

The Agency Official will ensure that the following stipulations are carried out:

1. **Design**. The Sponsors shall proceed with the conceptual design of the Undertaking based on the document titled "North Beach Housing, A San Francisco Housing Authority HOPE VI Development," prepared by Paul Barnhart Architects and Powell & Partners, dated as of July 31, 2001 as these may be refined during the review by LPAB and approved by the Planning Commission.
2. **Review**. The Sponsors shall provide the Planning Department and LPAB with such drawings and specifications for the Undertaking (including construction of the 360 housing units, 3, 300 square feet child-care center, 8,000 square feet of computer learning center and other community space, 48,000 square feet of ground-floor retail and commercial office space and 404 parking spaces) at the 25% and 95% completion level to ensure the proposed Undertaking remains in compliance with the approved plans. The Agency Official shall ensure that changes to the approved plans are forwarded to the Planning Department and LPAB for review and comment. The Planning Department and LPAB will have fifteen (15) days to review the drawings and specifications and to submit comments to the Sponsors.
  - a. The Agency Official shall notify the SHPO as soon as practicable if it appears that any action covered by this MOA may affect a previously unidentified property that may be eligible for inclusion in the NRHP or affect a known Historic Property in an unanticipated manner. The Agency Official shall stop construction in the vicinity of the property and take all reasonable measure to avoid or minimize harm to the property and proceed according to 36 CFR § 800.13(b). If there are

unanticipated effects to the San Francisco Cable Car National Historic Landmark, the Agency Official shall request the Advisory Council on Historic Preservation (Council) to participate in any consultation to resolve adverse effects pursuant to 36 CFR § 800.10.

3. Demolition. Prior to the demolition of North Beach Place Public Housing the Sponsors shall contact the HABS/HAER coordinator at the Western Regional Office, National Park Service ( NPS), 1111 Jackson Street, Suite 700, Oakland, CA 94607, to determine what level and kind of recordation is required for the Undertaking. Unless otherwise agreed by NPS, the Agency Official shall ensure that all documentation is completed and accepted by HABS/HAER prior to the demolition, and that copies of this documentation are made available to the SHPO and the Planning Department, 1660 Mission Street, 6<sup>th</sup> Floor, San Francisco, CA 94103, Attn: Elizabeth Gordon.
4. Landscaping. The Undertaking will be landscaped in accordance with a landscape plan designed in consultation with Planning Department and LPAB. Such landscaping plan shall include parking, driveway, walkways, lighting, and plantings.
5. Archeologist. The Sponsor must retain the on-site services of a person meeting the Secretary of the Interior's Professional Qualifications standards for archeology (48 Federal Register 444738-39) who will carry out the testing, evaluation, and data recovery program outlined in *An Evaluation of Potential Archaeological Resources within the North Beach Hope VI Redevelopment Project Site, San Francisco, California*, prepared by Randall Dean and Holman and Associates, August 2000, pp.29-31.
6. Resolving Concerns. Should any signatory object at any time to the manner in which the terms of this MOA are implemented, the Agency Official shall consult with the objecting party(ies) to resolve the objection. If the Agency Official determines within fifteen (15) days after receipt that such objections cannot be resolved, the Agency Official will forward all documentation relevant to the dispute to the Council in accordance with 36 CFR §§ 800.2(b) and 800.6(b)(2). The Council will provide comments within thirty (30) days after receipt of relevant documentation. The Agency Official, in reaching a final decision regarding the dispute, shall take Council comments, if any, into account. The Agency Official's responsibility to carry out all other actions under this MOA that are not the subject of the dispute will remain unchanged.
7. Implementation. If at any time during implementation of the measures stipulated in this MOA, an objection to the manner of implementation is raised in writing by a member of the public, the Agency Official shall take the objection into account and consult with the objecting party, the Planning

Department and LPAB, as deemed necessary by the Agency Official, for a period not to exceed fifteen (15) days. If the Agency Official is unable to resolve the conflict, the Agency Official will forward all documentation relevant to the dispute to the Council, following the provisions of **Stipulation 6**, above.

8. **Stipulations.** If any signatory determines, prior to the termination of this MOA, that any other signatory has failed to carry out the Stipulations in this MOA, it shall notify the other signatories to this MOA and, if applicable under 36 CFR Part 800, invite the participation of the Council to resolve any dispute. Until such dispute has been resolved, no City agency, official, board or commission may take or sanction any action or make any irreversible commitment that could result in the Undertaking having an adverse effect on properties within the APE of the Undertaking which are listed or eligible to be listed on the NRHP, or that would foreclose the Council's participation in the resolution of the dispute.
9. **Amendment.** If any of the signatories to this MOA believes that the terms of this MOA cannot be carried out, or that an amendment to the terms of this MOA must be made, that signatory shall immediately notify the other signatories and request consultation to amend this MOA. The process of amending this MOA shall be the same as that exercised in creating the original MOA.
10. **Responses of the SHPO and the Council.** Failure of the SHPO or the Council to respond within the time limits specified above shall be interpreted as concurrence with the findings proposed in the consultation and shall allow the Agency Official to proceed with the Undertaking.
11. **Term.** If the terms of either this MOA or the Undertaking have not been carried out within five (5) years following the date of execution of this MOA, the signatories shall reconsider its terms. If the signatories agree to amend this MOA, they shall proceed in accordance with the amendment process referenced in **Stipulation 9**. The Undertaking will be deemed complete when all of the residential units have been approved for occupancy as evidenced by the issuance of one or more certificates of occupancy. Upon the completion of the Undertaking, the signatories will have no further obligations under this MOA.

Execution of this Memorandum of Agreement by the Agency Official, the CLG, the California SHPO and the Sponsors and implementation of its terms are evidence that the Agency Official has afforded the Council an opportunity to comment on the development and its effects on Historic Properties, and that the Agency Official has taken into account the effects of the Undertaking on Historic Properties.

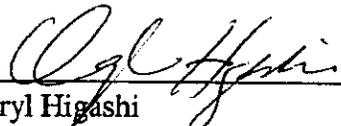
**SIGNATORIES:**

**THE CITY AND COUNTY OF SAN FRANCISCO,  
a Certified Local Government**

By:   
Gerald Green  
Director, Department of City Planning

Date: 8-10 -, 2001

**AGENCY OFFICIAL**

By:   
Daryl Higashi  
Deputy Director, Mayor's Office of Housing

Date: 8/2/01, 2001

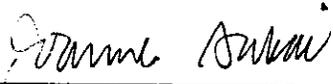
**CALIFORNIA STATE HISTORIC  
PRESERVATION OFFICER**

By:   
Dr. Knox Mellon  
State Historic Preservation Officer

Date: 8/22, 2001

APPROVED AS TO FORM:

LOUISE H. RENNE  
City Attorney

By:   
Deputy City Attorney

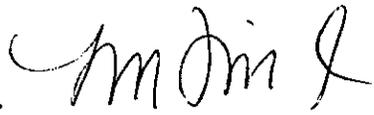
**CONCURRING PARTIES:**

**SAN FRANCISCO HOUSING AUTHORITY**

By:   
Gregg Fortner  
Acting Executive Director

Date: 8/3, 2001

**NORTH BEACH DEVELOPMENT ASSOCIATES, LLC,  
a California limited liability company**

By:   
 Lydia Tan  
 Executive Vice President

Date: 8/3, 2001