

MAINTENANCE MEMORANDUM
Potrero Gateway Project

San Francisco Public Works (“Public Works”) issued this memorandum (“Memorandum”) on _____, and on _____, 2021 the Dogpatch & Northwest Potrero Hill Green Benefit District, a California nonprofit corporation (the “Corporation”) acknowledged and agreed to assume the responsibilities as set forth herein, effective _____ 2021 (“Effective Date”).

RECITALS

- A. On June 10, 2015, the San Francisco Board of Supervisors (“Board of Supervisors”) adopted Resolution No. 198-15 (Board File No. 150535), which the Mayor approved on June 10, 2015, declaring the intention of the Board of Supervisors to establish a property and business improvement district, to be known as the “Dogpatch & Northwest Potrero Hill Green Benefit District,” and levy a multi-year assessment on identified parcels in the district; approving the management district plan, engineer’s report, and proposed boundaries map for the district; ordering and setting a time and place for a public hearing thereon; and approving the form of the Notice of Public Hearing and Assessment Ballots Proceeding, and Assessment Ballot.
- B. On July 31, 2015, the Board of Supervisors adopted Resolution No. 301-15 (Board File No. 150795), which the Mayor approved on August 6, 2015, establishing the “Dogpatch & Northwest Potrero Hill Green Benefit District,” levying a multi-year assessment on all parcels in the district, and approving the management district plan, engineer’s report, and proposed boundaries map for the district.
- C. On December 16, 2015, the Board of Supervisors adopted Resolution No. 476-15 (Board File No. 151189), which the Mayor approved on December 16, 2015, approving an agreement with the Corporation for administration/management of the District pursuant to California Streets and highway Code, Section 36651, for a period commencing upon Board approval, through June 30, 2025 (“Agreement”).
- D. According to the Agreement, the Assessments may only be used to fund services within the District in accordance with the Management District Plan (collectively, “District Programs”), including providing maintenance activities (e.g., tree care, landscape maintenance, graffiti patrol, and trash and debris removal, other), capital improvements, citizen services, and general operations and other municipal services supplemental to those normally provided by the City.
- E. The District Programs are supplemental to the municipal services the City and County of San Francisco (“City”) provides within the boundaries of the District. Were it not for the City's establishment of the District, the supplemental property-related services, improvements and activities to be funded by the assessments could not or would not be performed by the City or by City employees. The interests of the City, the owners of “Identified Parcels” as defined in Resolution No. 301-15 and businesses and other tenants occupying the Identified Parcels are better served by an agreement pursuant to Streets and Highways Code Section 36651 between the

City and an Owners' Association to implement the Management District Plan and administer, manage and provide the District Programs, rather than the performance of such tasks by the City.

- F. The Dogpatch & Northwest Potrero Hill Green Benefit District Management Plan (“Management Plan”) discusses the District’s boundaries and the Corporation’s service plan and budget, assessments, applicable rules and regulations, and continuation of city services. The Management Plan covers services and operations on sidewalks and public right-of-ways as well as district identity and streetscape improvements.
- G. Consistent with the Management Plan, this Memorandum provides supplemental details on the Corporation’s maintenance responsibilities of the Potrero Gateway Project (“Project”). Public Works and the Corporation intend that this Memorandum will govern the nature of the work to be accomplished, the responsibilities for accomplishing the work, and the maintenance responsibilities for the work.

Memorandum

- 1. The area included in this Memorandum is the public right-of-way along 17th Street between San Bruno Avenue and Vermont Street, and along Vermont Street from 17th Street to 110 feet north of Mariposa Street.
- 2. The Project will install new landscaping, site furnishings, a new irrigation & drainage system, and public artwork. The contract includes a 60-day plant establishment period after the Substantial Completion date, prior to acceptance and handover of general day-to-day maintenance to the Corporation.
- 3. Prior to acceptance and handover to the Corporation, Public Works will provide to the Corporation onsite training of the irrigation system and one PDF type copy of landscape as-builts. The landscape as-builts are only intended to provide general information regarding completed project details for reference only and may not be a complete, accurate, or precise representation of the entire Project.
- 4. When the 60-day plant establishment period is completed, Public Works will schedule a maintenance walkthrough of the project with the Corporation and City staff to identify and correct Project elements that requires replacement due to deficiencies, vandalism, or warranty issues. Public Works will obtain written confirmation from the Corporation and City staff to confirm the acceptance and handover date to the Corporation.
- 5. Public Works will establish a not-to-exceed budget of \$5,000 held by the Public Works Bureau of Urban Forestry (“BUF”) to procure and furnish replacement plants and landscaping items when determined to be damaged or a loss due to vandalism up to 1-year after the date of acceptance and handover to the Corporation. The Corporation agrees to provide planting and installation of replacement items onsite at no additional cost to the City.
- 6. Public Works remains the owner of the following elements:
 - a. Irrigation system
 - b. Drainage system
 - c. Retaining & planter walls

- d. Landscaping elements
 - e. Public artwork
7. Public Works shall be responsible for:
- a. Supplying water for the Project
 - b. Standard street and sidewalk cleaning per neighborhood street cleaning schedule
8. Starting on the actual acceptance and handover date, the general day-to-day maintenance within the project limits as defined by the project drawings including tree care, landscape maintenance, irrigation adjustments and control, graffiti abatement on elements not owned by Caltrans, and trash and debris removal will be provided by the Corporation per the Management Plan and as follows:
- a. Plant material – Includes pruning, deadheading, infill planting
 - b. Retaining & planter walls – Includes minor repairs, graffiti abatement, and other adjustments
 - c. Irrigation system – Includes minor repairs, seasonal and other adjustments to the watering schedule
 - d. Drainage system – Includes minor repairs and periodic cleaning
 - e. Public artwork – Includes minor repairs, periodic cleaning, graffiti abatement, removal of biogrowth and organic materials
 - f. Supplemental trash and debris removal, general graffiti abatement
 - g. Corporation shall not be liable for any design, fabrication, construction, or installation or omissions for the elements installed as part of the Public Works Contract No. 0000004679 project through their useful life. Further, City/Public Works shall utilize its contracts with any contractor or subcontractor and suppliers where possible if there are any issues during any applicable warranty period. Corporation will not be liable for any damage to elements except those caused by the Corporation or its contractors.

In witness whereof, the parties hereto execute this Memorandum.

SAN FRANCISCO PUBLIC WORKS

Carla Short, Interim Director

Date: _____

SAN FRANCISCO PUBLIC WORKS BUREAU OF URBAN FORESTRY

DiJaida Durden, Deputy Director of Operations

Date: _____

THE DOGPATCH & NORTHWEST POTRERO HILL GREEN BENEFIT DISTRICT

Julie Christensen, Executive Director

Date: _____

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