

MAINTENANCE MEMORANDUM
Potrero Gateway Streetscape Improvements Project

San Francisco Public Works (“Public Works”) issued this memorandum (“Memorandum”) on April 19th, 2022 and on April 19th, 2022 the Dogpatch & Northwest Potrero Hill Green Benefit District, a California nonprofit corporation (the “Corporation”) acknowledged and agreed to accept the conditions and assume the responsibilities as set forth herein, effective April 19th, 2022 (“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 and County of San Francisco (“City”).
- E. The District Programs are supplemental to the municipal services the 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 the Corporation 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”) identifies the District’s boundaries and memorializes 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 Streetscape Improvements 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 following the completion of the work.

Memorandum

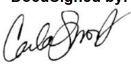
1. The area included in this Memorandum is the public right-of-way along 17th Street between San Bruno Avenue and Vermont Street, and along Vermont Street from 17th Street to 110 feet north of Mariposa Street.
2. The Project will install new landscaping, site furnishings, a new irrigation and drainage 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 an electronic file containing landscape as-builts, in PDF or comparable format. 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 set aside \$5,000 of Project funds to be 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 for up to one (1) year after the end of the plant establishment period. The Corporation agrees to provide planting and installation of replacement items onsite at no additional cost to the City.
6. Public Works will notify the Corporation in writing (including digitally) of any safety, maintenance, or other issues that the Director of Public Works deems may impact safe passage through the project site or in any way endanger persons or property. The Corporation will immediately secure the site and will be given a minimum of 3 days to improve conditions so that they no longer pose an impediment or danger. If Corporation does not respond in a timely

manner, Public Works may at any time, and as necessary, remove problematic elements and restore the public right-of-way to a condition acceptable to the Director.

7. 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
8. Public Works shall be responsible for:
 - a. Supplying water for the Project
 - b. Standard street and sidewalk cleaning per neighborhood street cleaning schedule
9. Starting on the date of the acceptance and handover of the general day-to-day maintenance within the project limits, as defined by the project drawings, to the Corporation, the Corporation shall provide tree care, landscape maintenance, irrigation adjustments and control, graffiti abatement on elements not owned by Caltrans, and trash and debris removal, and other services 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

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Carla Short, Interim Director

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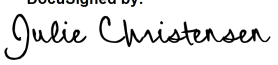
SAN FRANCISCO PUBLIC WORKS

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DiJaida Durden, Deputy Director of Operations

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THE DOGPATCH & NORTHWEST POTRERO HILL GREEN BENEFIT DISTRICT

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Julie Christensen, Executive Director

Date: 6/20/2022 | 5:02:15 PM PDT

Certificate Of Completion

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Certificate Pages: 5	Initials: 0
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Envelope Stamping: Enabled	Trent Tieger
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Signer Events

Julie Christensen
 julie@greenbenefit.org
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Signature

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 Deputy Director of Operations
 Public Works
 Security Level: Email, Account Authentication (None)

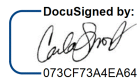
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 Interim Director
 Public Works
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Certified Delivery Events	Status	Timestamp
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Electronic Record and Signature Disclosure
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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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