



# SAN FRANCISCO PLANNING DEPARTMENT

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## Executive Summary

### Fee Waiver for the Eastern Neighborhoods Infrastructure Impact Fee

**HEARING DATE: MAY 15, 2014**

*Date:* May 8, 2014  
*Case No.:* 2014.0092U  
*Project Address:* **650 Indiana Street In-Kind Agreement**  
*Plan Area:* Central Waterfront Area Plan  
*Project Sponsor:* Michael Yarne  
Build, Inc.  
315 Linden Street  
San Francisco, CA 94102

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#### SUMMARY

The Project Sponsor of the development at 650 Indiana Street is seeking to enter an In-Kind Agreement with the City of San Francisco to provide streetscape, pedestrian safety, and public space improvements on 19<sup>th</sup> Street in return for a waiver of \$565,100 of their Eastern Neighborhoods Infrastructure Impact Fees.

#### PROJECT LOCATION

The proposed project, called the Dogpatch Arts Plaza, is located on the dead-end portion of 19<sup>th</sup> Street, between the intersection of 19<sup>th</sup> and Indiana Streets and Highway I-280. The project is located opposite the northwest corner of Esprit Park. The project falls within the Dogpatch neighborhood, close to the 22<sup>nd</sup> Street commercial corridor, and is within the planning area for the Central Waterfront Area Plan.

The project, a public pedestrian plaza, would occupy 19<sup>th</sup> Street along the southern façade of the 650 Indiana Street development. The development includes a ground-floor café space that would open out onto the plaza. On the opposite side of the plaza is an existing PDR business, Cresco Equipment Rentals, which has an existing entrance and curb cut on 19<sup>th</sup> Street. The 19<sup>th</sup> street entrance leads to Cresco's business office and is used for occasional loading/unloading on weekdays only; the building also has an entrance on Indiana Street and an entrance and parking lot on its southern face (not adjacent to Dogpatch Arts Plaza), which serves as Cresco's main parking and storage lot.

## BACKGROUND

On May 1, 2014, the Planning Commission granted approval<sup>1</sup> to the project proposed for 650 Indiana Street. The project consists of two five-story, approximately 58-foot-tall residential buildings with 111 residential units and approximately 1,900 gross square feet of ground-floor neighborhood-serving retail uses. In total the new structures would measure approximately 122,185 gross square feet.

Per Section 421 of the Planning Code, the project is subject to pay \$1,080,910.90 in Eastern Neighborhoods infrastructure impact fees, since the property falls within the Central Waterfront Area Plan boundaries. Project sponsors may pay the impact fee directly to the City or may request to directly provide infrastructure that is consistent with the Community Improvements Program for the Eastern Neighborhoods. Such direct provision of infrastructure requires approval of the City, in the form of a legally binding "In-Kind Agreement." Build Inc., the Project Sponsor for the 650 Indiana Street development, is seeking such an In-Kind Agreement to provide a 13,800 ft<sup>2</sup> arts-focused public plaza. The Dogpatch Arts Plaza consists of an 8,000 ft<sup>2</sup> paved plaza on 19<sup>th</sup> Street, and bleacher seats and landscape improvements on an embankment owned by Caltrans adjacent to Highway I-280 (totaling 5,800 ft<sup>2</sup>).

The improvements proposed for this agreement would support the policies established in the Central Waterfront Area Plan passed in 2008. The Plan builds on the neighborhood's mixed-use, industrial character, envisioning increased housing and commercial uses, an enhanced public realm, and improvements to support transit use, walking, and biking. It also calls for additional parks and open spaces, provided both by the City and in collaboration with new residential and commercial development. Further, the Plan recognizes underutilized streets and rights-of-way as a valuable resource to creatively develop new open spaces.

## PROPOSED PUBLIC IMPROVEMENTS

The project sponsors of the Dogpatch Arts Plaza propose to provide infrastructure improvements on 19<sup>th</sup> Street to create additional neighborhood-serving open space and to enhance pedestrian safety. The proposed public plaza included in this In-Kind Agreement would feature:

- 1) Paved plaza (8,000 ft<sup>2</sup>), which is designed to flexibly accommodate special events and rotating art exhibits.
- 2) Bulb-out occupying the length of the 19<sup>th</sup> Street and Indiana Street intersection, shortening the crossing distance between the plaza and Esprit Park.
- 3) Café seats & additional movable seating.
- 4) Landscaping, including movable planters, a stormwater garden, and a monument tree that would serve as a focal point.
- 5) Curb cut, delineated loading zone, and removable bollards to provide weekday loading access for the Cresco building.
- 6) Eight Class II bike racks, opposite Esprit Park.
- 7) Pedestrian-scale plaza lighting.
- 8) Event stage.

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<sup>1</sup> Motion Number 19136

- 9) Bleacher seats and dense landscaping on the Caltrans embankment (totaling 5,800 ft<sup>2</sup>), buffering the plaza from Hwy I-280. The bleachers would overlook the performance stage and plaza, and feature striking views westward to the planned Crane Cove Park on the waterfront.

The plaza and all other improvements proposed in this In-Kind Agreement would be publicly accessible and located on public rights-of-way, subject to an operations plan that would be developed subsequent to this approval, and approved by the City. Adjacent to the plaza on the northeast corner, the 650 Indiana development project includes a retail space that opens onto the Dogpatch Arts Plaza. This space is reserved for a future “art café,” envisioned as a community-serving business that would take an active role in programming and stewarding the plaza space through special events, artist-in-residence installations, and other arts-focused programming and community outreach.

## **OUTREACH AND PUBLIC COMMENT**

The Eastern Neighborhoods Citizen Advisory Committee (the CAC) reviewed iterations of the proposed Plaza at the November 2013 and February 2014 meetings. The CAC approved a resolution in February 2014 supporting the improvements and recommending an in-kind waiver of \$565,100 in Eastern Neighborhoods Infrastructure Impact Fees, equivalent to 50% of the project budget based on initial cost estimates.

The preliminary design was also reviewed by the San Francisco Arts Commission’s Civic Design Review Committee in November 2013 and January 2014. At the January 2014 meeting, the Committee voted to approve Phase I of the plaza design.

The project sponsor also developed a Dogpatch Arts Plaza Advisory group, made up of community members, arts advocates & organizations, and local business owners (see Attachment 9 for the list of members). This group is working together to support and advise the project, oversee community engagement, and to help identify a long-term programming and funding partner for the space.

The project sponsor also shared the concept designs and received feedback at several community events, including three Dogpatch Neighborhood Association meetings in 2013 and 2014, one neighborhood open house for the 650 Indiana Street project in June 2012, and the Bayview/Dogpatch Sunday Streets event in May 2014.

The Department has received 34 comments in support of the project (see Attachment 10), and has not received any correspondence against the project.

## **DESIGN REVIEW**

The project sponsor began conversations with the City on seeking an In-Kind Agreement early in the process of their project entitlements. The proposed design has been reviewed and commented on by the Planning Department (including the Streets Design Advisory Group) and the Department of Public Works. The Agencies have reviewed the concept design to identify any design and technical issues; the resulting design incorporates their recommendations and reflects the feedback received from city agencies. The project sponsor has incorporated changes in the final concept design aimed at increasing greening, improving safety and way-finding around the loading area, and providing bicycle parking above minimum requirements.

## COST ESTIMATES & PROJECT BUDGET

The Department initially received two cost estimates from the project sponsor – from Plant Construction Company and Nibbi Brothers General Contractors – in the amount of \$1,180,425 and \$1,188,032, respectively. The cost estimates have been reviewed by the Planning Department and Department of Public Works. Based on the City agencies’ subsequent review, the Project Sponsor increased the contingency in the initial budget from 5 to 10%. The total capital budget, including soft costs and contingency, is \$1,496,919.

Based on the cost estimates and proposed in-kind value, the project budget is as follows:

### Dogpatch Arts Plaza Budget

In-Kind Agreement fee waiver	\$565,100
Build Inc. Contribution <sup>2</sup>	\$270,000
Grants & Fundraising (TBD)	\$661,819
<b>Total Funding</b>	<b>\$1,496,919</b>

The sponsor is currently seeking additional funding to provide these improvements, which may come in the form of grants, individual contributions, and other sources.

## MAINTENANCE OF IMPROVEMENTS

The Sponsor has proposed two alternative plans for providing ongoing plaza maintenance, as well as a preliminary budget based on an initial assessment of maintenance needs, which was reviewed by the Department of Public Works (see attachment 5). The preferred approach is for the plaza to work with the proposed Dogpatch & Northwest Potrero Hill Green Benefits District (GBD), if approved. The GBD is currently working with the Office of Economic and Workforce Development, and expects to go to petition early summer 2014. If approved, the GBD would provide support for daily maintenance and operations.

Alternatively, if the GBD is not approved by the Board of Supervisors, the tenant of the “arts café” would serve as a steward of the plaza, providing maintenance and operational support. In this scenario, the project sponsor would write full plaza maintenance and operation requirements into the café lease. Because of this substantial financial obligation, the projected market rental rates for the café space would be reduced, resulting in a decrease in the total market value of the café-retail space. The project sponsor has offered to attach this restriction to its retail lease, despite the cost to the project returns, to ensure that Plaza will be well maintained. Regardless of which maintenance plan is ultimately executed, the project sponsor is committed to finding a café tenant that will take an active role in supporting activation of the space through arts and community engagement activities in the plaza and in the café itself.

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<sup>2</sup> Sum equivalent to the cost of providing Better Streets Plan street improvements on for the property’s frontage along 19<sup>th</sup> Street.

In either scenario, the City would not be responsible for maintenance and liability of the improvements. The Project Sponsor will obtain required permits and approvals from the Department of Public Works.

## ENVIRONMENTAL REVIEW AND TRANSPORTATION ANALYSIS

The proposed improvements were environmentally cleared as a part of 650 Indiana Street Community Plan Exemption (CPE) 2012.1574E, dated March 28, 2014 (Attachment 6).

## GENERAL PLAN CONSISTENCY

The proposed project is found to be in conformity with the General Plan. See Attachment 1.

## REQUIRED COMMISSION ACTION

The action before the Commission is to approve an impact fee waiver for the 650 Indiana Street project in the amount of \$565,100 in return for provision of the in-kind improvements discussed above.

## BASIS FOR RECOMMENDATION

In September of 2010, the Planning Commission endorsed a policy entitled "[Procedures for In-Kind Agreements](#)". The proposed improvements would present a suitable priority for an In-Kind Agreement to satisfy portions of the Area Plan infrastructure impact fees.

- The Proposed Improvements are Eligible for an In-Kind Agreement
- The Proposed Improvements are a Priority
- The Project is Recommended

## ELIGIBILITY CRITERIA

1. Improvement Fulfills the Purpose of Community Improvements

*Per Planning Code section 423.3(d) (which describes in-kind improvements under the EN Impact Fee Fund) open space, such as plazas, are eligible for funding.*

2. The Infrastructure Type is Identified in the Fee Ordinance

*The plaza project falls under the "Open Space and Recreation" category of improvements in the Eastern Neighborhoods Impact Fee Fund, and therefore is eligible.*

3. The Expenditure Category for Infrastructure Type is Not Exhausted

*The "Open Space and Recreation" category of funds have not been exhausted.*

## PRIORITIZATION CRITERIA

- 1) Improvement is identified in the Five Year Capital Plan
- 2) Improvement does not Compete with a CAC and IPIC Endorsed Improvement

*This project is not specifically listed in the IPIC Report; however, it falls categorically within the open space and recreation funding section, which is largely un-programmed and awaiting specific project identification. Funds allocated here would not be removed from any specifically identified project.*

3) CAC Supports the Proposed Improvement

*The CAC approved a resolution in February 2014 supporting the improvements in an amount up to \$565,100 (Attachment 7).*

4) Efficiencies are Gained Through Coordination with Development Project

*Project sponsors can utilize the construction tools and labor already working onsite for the 650 Indiana Street to deliver the improvements in a more timely and efficient manner. The project would be timed with the development of the adjacent development and delivered no later than when the development is ready for occupancy. The project could be built in conjunction with the development project, resulting in less disruption from construction than if the project were independently built at another time.*

## RECOMMENDATION

The proposed streetscape improvements support the policies and projects established in the Central Waterfront Area Plan. The project would enhance pedestrian safety, provide additional public open space and community programming opportunities, and contribute to an improved public realm in this rapidly developing neighborhood.

The Planning Department projects over \$57.9 million impact fee revenue over the next five years (FY15-FY19) generated in the Eastern Neighborhoods Area Plans. The 2014 Interagency Plan Implementation Report projects over \$20 million expenditure on open space projects over the next five years, of which \$7.4M has yet to be programmed for specific projects.

Pursuing this In-Kind Agreement would create an opportunity to capitalize on existing construction of an adjacent development to enhance and expand the neighborhood's open space network, a priority identified in the Central Waterfront Area Plan, resulting in efficiencies gained for the construction of the improvements. The CAC has passed a resolution in support of this In-Kind Agreement for the scope of work described in this case report, for up to \$565,100.

Based on the public benefits generated, CAC support, public comments and outreach, and review of the design, cost estimate, maintenance plan, and terms of the agreement, **the Planning Department recommends approval of this In-Kind Agreement.**

### Attachments:

1. Draft Planning Commission Motion
2. In-Kind Agreement for 650 Indiana Street
3. Dogpatch Arts Plaza Concept Design
4. Cost Estimates (Plant Construction Company and Nibbi Brothers General Contractors)
5. Dogpatch Arts Plaza Maintenance Plans
6. 650 Indiana Street Community Plan Exemption (CPE) 2012.1574E
7. Eastern Neighborhoods CAC Resolution
8. San Francisco Arts Commission – Civic Design Review Committee Approval Letter
9. Dogpatch Arts Plaza Advisory Board Members
10. Public comments

# ATTACHMENT 1: Draft Planning Commission Motion



# SAN FRANCISCO PLANNING DEPARTMENT

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## Planning Commission Motion No. \_\_\_\_\_

*Date:* May 15, 2013  
*Case No.:* 2014.0092U  
*Project Address:* **650 Indiana Street**  
*Plan Area:* Central Waterfront Area Plan  
*Project Sponsor:* Michael Yarne  
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**APPROVING AN IMPACT FEE WAIVER FOR 650 INDIANA STREET IN THE AMOUNT OF \$565,100 TO PROVIDE STREETScape, PEDESTRIAN SAFETY, AND PUBLIC SPACE IMPROVEMENTS ON 19<sup>TH</sup> STREET BASED ON THE COMPLETION OF AN IN-KIND AGREEMENT BETWEEN THE PROJECT SPONSOR AND THE CITY.**

### PREAMBLE

- On January 19, 2009 the Eastern Neighborhoods Plan became effective, including now Section 423.3 of the San Francisco Planning Code, the Eastern Neighborhoods Infrastructure Impact Fee applicable to all projects in the plan area, including the subject property. The Planning Code also enabled project sponsors to seek a waiver from the impact fees when providing public improvements through an In-Kind Agreement with the Planning Department.
- On May 1, 2014, the Planning Commission granted approval to the project proposed for 650 Indiana Street. The project consists of two five-story, approximately 58-foot-tall residential buildings with 111 residential units and approximately 1,900 gross square feet of ground-floor neighborhood-serving retail uses. In total the new structures would measure approximately 122,185 gross square feet.
- On December 16, 2013, the Project Sponsor, Build, Inc., filed an application with the City for approval of an In-Kind Agreement for provision of streetscape, pedestrian safety, and public space improvements on 19<sup>th</sup> Street.
- The proposed improvements would provide a new public open space, enhance pedestrian safety, and calm traffic, consistent with the Central Waterfront Area Plan. The Central Waterfront Area Plan builds on the neighborhood's mixed-use, industrial character, envisioning increased housing and commercial uses, an enhanced public realm, and improvements to support transit use, walking, and biking. It also calls for additional parks and open spaces, provided both by the City and in collaboration with new residential and commercial development. Further, the Plan

recognizes underutilized streets and rights-of-way as a valuable resource to creatively develop new open spaces.

- On February 10, 2014, in Motion 2014-02-02, the Eastern Neighborhoods Citizens Advisory Committee passed a resolution supporting the proposed improvements for the 650 Indiana Street In-Kind Agreement.

**MOVED**, that the Commission hereby authorizes the Eastern Neighborhoods Community Impact Fee Waiver for 650 Indiana Street in the amount of maximum \$565,100 based on the following findings:

## FINDINGS

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

1. The above recitals are accurate and constitute findings of this Commission.
2. The proposed In-Kind Agreement is consistent with the Planning Code Section 423.3.
3. The proposed improvements would present a suitable priority for an In-Kind Agreement to satisfy portions of the Area Plan infrastructure impact fees as they meet the following criteria established in the Planning Commission approved "Procedures of In-Kind Agreements".
  - Improvement Fulfills the Purpose of Community Improvements: Per Planning Code section 423.3(d) (which describes in-kind improvements under the EN Impact Fee Fund) open space, such as plazas, are eligible for funding.
  - The Infrastructure Type is Identified in the Fee Ordinance: The plaza project falls under the "Open Space and Recreation" category of improvements in the Eastern Neighborhoods Impact Fee Fund, and therefore is eligible.
  - The Expenditure Category for Infrastructure Type is Not Exhausted: The "Open Space and Recreation" category of funds have not been exhausted.
4. The proposed improvements are a priority for the Plan Area as they meet the following criteria:
  - Improvement is identified in the Five Year Capital Plan; Improvement does not Compete with a CAC and IPIC Endorsed Improvement: This project is not specifically listed in the IPIC Report; however it falls categorically within the open space and recreation funding section, which is largely unprogrammed and is awaiting specific project identification. Funds allocated here would not be removed from any specifically identified project.
  - CAC Supports the Proposed Improvement: The CAC approved a resolution in February 2014 supporting the improvements in an amount up to \$565,100
  - Efficiencies are Gained Through Coordination with Development Project: Project sponsors can utilize the construction tools and labor already working onsite for the 650 Indiana Street to deliver the improvements in a more timely and efficient manner. The project would be timed with the development of the adjacent development and delivered no later than when the development is ready for occupancy. The project could be built in conjunction with the

development project, resulting in less disruption from construction than if the project were independently built at another time.

5. The Project is recommended by the Planning Department and has been reviewed by other public agencies, including the Department of Public Works.
6. **General Plan Compliance.** The proposed Ordinance is, on balance, consistent with the following Objectives and Policies of the General Plan:

The proposed In-Kind improvements support the Central Waterfront Area Plan by implementing the below policies and objectives.

OBJECTIVE 3.2

PROMOTE AN URBAN FORM AND ARCHITECTURAL CHARACTER THAT SUPPORTS WALKING AND SUSTAINS A DIVERSE, ACTIVE AND SAFE PUBLIC REALM

POLICY 3.2.6

Sidewalks abutting new developments should be constructed in accordance with locally appropriate guidelines based on established best practices in streetscape design.

*Discussion: The project would enhance the pedestrian conditions on 19<sup>th</sup> and Indiana Streets, by providing a pedestrian plaza and a bulb-out, shortening pedestrian crossings, increasing landscaping and public art, and calming traffic. The project would reduce vehicular access to 19<sup>th</sup> Street, providing only limited loading and unloading access.*

OBJECTIVE 4.4

SUPPORT THE CIRCULATION NEEDS OF EXISTING AND NEW PDR AND MARITIME USES IN THE CENTRAL WATERFRONT

POLICY 4.4.2

Continue to require off-street facilities for freight loading and service vehicles in new large non-residential developments.

POLICY 4.4.3

In areas with a significant number of PDR establishments and particularly along Illinois Street, design streets to serve the needs and access requirements of trucks while maintaining a safe pedestrian and bicycle environment.

*Discussion: The project balances the operational and loading needs of an existing PDR business with the safety needs of pedestrians and bicyclists. The project design would provide limited loading and unloading access in a clearly demarcated area, without significantly compromising pedestrian and bicyclist safety and use of the space.*

OBJECTIVE 4.5

CONSIDER THE STREET NETWORK IN CENTRAL WATERFRONT AS A CITY RESOURCE  
ESSENTIAL TO MULTI-MODAL MOVEMENT AND PUBLIC OPEN SPACE

POLICY 4.5.3

Redesign underutilized streets not needed for PDR business circulation needs in the Central Waterfront for creation of Living Streets and other usable public space.

*Discussion: The project redesigns an underutilized, dead-end street to provide a pedestrian plaza and arts-focused outdoor event space. The design retains the existing loading needs of an adjacent PDR business, which has alternate street entrances and does not use 19th street as its primary vehicular access.*

OBJECTIVE 4.6

SUPPORT WALKING AS A KEY TRANSPORTATION MODE BY IMPROVING PEDESTRIAN  
CIRCULATION WITHIN CENTRAL WATERFRONT AND TO OTHER PARTS OF THE CITY

POLICY 4.6.1

Use established street design standards to make the pedestrian environment safer and more comfortable for walk trips.

POLICY 4.6.3

Improve pedestrian access to transit stops including Third Street light rail and the 22nd Street Caltrain Station.

*Discussion: This project utilizes established street design standards to improve the pedestrian environment along 19<sup>th</sup> Street and along Indiana Street, which leads directly to the 22<sup>nd</sup> Street Caltrain station.*

OBJECTIVE 4.9

FACILITATE MOVEMENT OF AUTOMOBILES WHILE STRIVING TO REDUCE NEGATIVE  
IMPACTS OF VEHICLE TRAFFIC

POLICY 4.9.1

Introduce traffic calming measures where warranted to improve pedestrian safety and comfort, reduce speeding and traffic spillover from arterial streets onto residential streets and alleyways.

*Discussion: The project includes a bulb-out and pedestrian crossing, which would calm traffic while providing safer and more comfortable pedestrian access.*

OBJECTIVE 5.1

PROVIDE PUBLIC PARKS AND OPEN SPACES THAT MEET THE NEEDS  
OF RESIDENTS, WORKERS AND VISITORS

POLICY 5.1.1

Identify opportunities to create new public open spaces and provide at least one new public open space serving the Central Waterfront.

POLICY 5.1.2

Require new residential and commercial development to provide, or contribute to the creation of public open space.

POLICY 5.2.4

Encourage publicly accessible open space as part of new residential and commercial development.

*Discussion: The project creates a new public open space in collaboration with new residential and commercial development.*

OBJECTIVE 5.3

CREATE A NETWORK OF GREEN STREETS THAT CONNECTS OPEN SPACES AND IMPROVES THE WALKABILITY, AESTHETICS, AND ECOLOGICAL SUSTAINABILITY OF THE NEIGHBORHOOD

POLICY 5.3.1

Redesign underutilized portions of streets as public open spaces, including widened sidewalks or medians, curb bulb-outs, "living streets" or green connector streets.

POLICY 5.3.2

Maximize sidewalk landscaping, street trees and pedestrian scale street furnishing to the greatest extent feasible.

POLICY 5.3.4

Enhance the pedestrian environment by requiring new development to plant street trees along abutting sidewalks. When this is not feasible, plant trees on development sites or elsewhere in the plan area.

POLICY 5.3.6

Where possible, transform unused freeway and rail rights-of-way into landscaped features that provide a pleasant and comforting route for pedestrians.

*Discussion: The project transforms an underutilized street and freeway right-of-way into a pedestrian plaza with landscaped features.*

7. **Planning Code Sections 101.1 Findings.** The proposed replacement project is generally consistent with the eight General Plan priority policies set forth in Section 101.1 in that:

A) The existing neighborhood-serving retail uses will be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses will be enhanced:

*The proposed project will have no adverse effects on neighborhood-serving retail uses.*

B) The existing housing and neighborhood character will be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods:

*The proposed project will protect and enhance the existing neighborhood character by creating a public plaza and improving the public life in the neighborhood.*

C) The City's supply of affordable housing will be preserved and enhanced:

*The proposed project will have no adverse effects on the City's supply of affordable housing.*

D) The commuter traffic will not impede MUNI transit service or overburden our streets or neighborhood parking:

*The proposed project would not impede MUNI transit service.*

E) A diverse economic base will be maintained by protecting our industrial and service sectors from displacement due to commercial office development. And future opportunities for resident employment and ownership in these sectors will be enhanced:

*The proposed project would not adversely affect the industrial or service sectors or future opportunities for resident employment or ownership in these sectors. The design retains the existing loading needs of an adjacent PDR business, which has alternate street entrances and does not use 19th street as its primary vehicular access.*

F) The City will achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

*The proposed project would not affect the preparedness against injury and loss of life in an earthquake is unaffected.*

G) That landmark and historic buildings will be preserved:

*The proposed project would not adversely affect landmark and historic buildings.*

H) Parks and open space and their access to sunlight and vistas will be protected from development:

*The proposed project will not affect access to sunlight and vistas in parks and open spaces.*

I hereby certify that the foregoing Motion was adopted by the Planning Commission on May 15<sup>th</sup>, 2014.

Jonas P. Ionin  
Director of Commission Affairs,  
Commission Secretary

AYES:

NAYS:

ABSENT:

ADOPTED:

# ATTACHMENT 2: In-Kind Agreement for 650 Indiana Street

**660-90 INDIANA STREET IN-KIND AGREEMENT  
(PER PLANNING CODE SECTION 423.3)**

**THIS IN-KIND AGREEMENT** (the “Agreement”) is entered into as of \_\_\_\_\_, 2014, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the Planning Commission (the “City”) and 650 Indiana Investment LLC (“Project Sponsor”), with respect to the project approved for 660-90 Indiana Street, San Francisco, California 94107 (the “Project”).

**RECITALS**

A. On [December 19, 2008], the San Francisco Board of Supervisors enacted Ordinance [No. 298-08 (File No. 081153)] (the “Ordinance”), adding [Section 327] to the San Francisco Planning Code [(now Sections 423-423.5)]. Any undefined term used herein shall have the meaning given to such term in Article 4 of the Planning Code, and all references to [Sections 423-423.5] shall mean Sections [423-423.5] of the San Francisco Planning Code.

B. In order to mitigate the impacts from the new mixed residential and commercial development permitted under the Eastern Neighborhoods Plan, the Ordinance imposed an Impact Fee on new residential and commercial development (the “Fee”). Under Section [423.3(e)], the Fee is required to be paid to the City before issuance of the First Construction Document for a development project. As an alternative to payment of the Fee, the Ordinance provides that the City may reduce the Fee obligation at that time if the project sponsor agrees to provide specified community improvements. In order for the project sponsor to satisfy its Fee obligation by providing such in-kind improvements, the Ordinance requires the City and the Project Sponsor to enter into an “In-Kind Agreement” described in Section [423.3(d)].

C. The property described in Exhibit A attached hereto (the “Land”) and generally known as 660-90 Indiana Street (Lot 009 in Assessor’s Block 4041) is owned by Project Sponsor. 650 Indiana Investment LLC, the Project Sponsor, submitted an application for the development of a [mixed residential and commercial] development on the Land, and the Planning Commission approved the Project on May 1, 2014 (Motion No. 19136).

D. The Central Waterfront Area Plan contains objectives and policies for the Central Waterfront Area, bounded by Interstate 280 to the west, Mariposa Street to the north, the San Francisco Bay to the east, and the Islais Creek Channel to the south.

E. The Project Sponsor has requested that the City enter into an In-Kind Agreement associated with development of Dogpatch Arts Plaza in order to reduce its Fee obligation per the terms of the Ordinance, provided the owner of the land upon which such improvements would be constructed timely and irrevocably consent to the construction and maintenance of such improvements. The In-Kind Improvements consist of the conversion of the dead-end portion of 19th Street (west of Indiana Street) into a 13,800 square foot arts-focused public pedestrian plaza, as more particularly described in Exhibit C (“In-Kind Improvements”).

F. The In-Kind Improvements meet an identified community need as analyzed in the Central Waterfront Area Plan and are not a physical improvement or provision of space otherwise required by the Project entitlements or other City Code.

G. On February 10, 2014, in Motion 2014-02-02, the Eastern Neighborhoods Citizens Advisory Committee passed a resolution supporting the proposed improvements for the 650 Indiana Street In-Kind Agreement.

H. The City is willing to enter into an In-Kind Agreement, on the terms and conditions set forth below.

## **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **ARTICLE 1 DEFINITIONS**

1.1 Defined Terms. As used in this Agreement, the following words and phrases have the following meanings.

“**Agreement**” shall mean this Agreement.

“**City**” shall have the meaning set forth in the preamble to this Agreement.

“**Date of Satisfaction**” shall have the meaning set forth in Section 4.5 below.

“**DBI**” shall mean the Department of Building Inspection.

“**DPW**” shall mean the Department of Public Works.

“**Effective Date**” shall have the meaning set forth in Section 5.1 below.

“**Final Inspection Notice**” shall have the meaning set forth in Section 4.6 below.

“**First Construction Document**” shall have the meaning set forth in Section 401 of the Planning Code.

“**Impact Fee**” or “**Fee**” shall mean the fee charged to all residential and commercial development projects in the Eastern Neighborhoods Plan Areas under Section 423.3 of the Ordinance.

“**In-Kind Improvements**” shall have the meaning set forth in Recital E.

“**In-Kind Value**” shall have the meaning set forth in Section 3.2 below.

“**Inspection Notice**” shall have the meaning set forth in Section 4.4 below.

“**Land**” shall have the meaning set forth in Recital C.

“**Memorandum of Agreement**” shall have the meaning set forth in Section 8.1 below.

“**Operations Plan**” shall have the meaning set forth in Section 4.2 below.

“**Ordinance**” shall have the meaning designated in Recital A.

“**Payment Analysis**” shall have the meaning set forth in Section 5.2 below.

“**Payment Documentation**” shall have the meaning set forth in Section 4.8 below.

“**Plans**” shall have the meaning set forth in Section 4.3 below.

“**Project**” shall have the meaning set forth in the preamble to this Agreement.

“**Project Sponsor**” shall have the meaning set forth in the preamble to this Agreement.

“**Project Sponsor Fee**” shall mean the Project Sponsor’s share of the Fee, as calculated pursuant to Section 3.1 hereof.

“**Remainder Amount**” shall have the meaning set forth in Section 3.3 below.

## **ARTICLE 2 PROJECT SPONSOR REPRESENTATIONS AND COVENANTS**

The Project Sponsor hereby represents, warrants, agrees and covenants to the City as follows:

2.1 The above recitals relating to the Project are true and correct.

2.2 Project Sponsor: (1) is a limited liability company duly organized and existing under the laws of the State of California, (2) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated to be conducted, (3) has the power to execute and perform all the undertakings of this Agreement, and (4) is the fee owner of the real property on which the Project is located.

2.3 The execution and delivery of this Agreement and other instruments required to be executed and delivered by the Project Sponsor pursuant to this Agreement: (1) have not violated and will not violate any provision of law, rule or regulation, any order of court or other agency or government, and (2) have not violated and will not violate any provision of any agreement or instrument to which the Project Sponsor is bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.

2.4 No document furnished or to be furnished by the Project Sponsor to the City in connection with this Agreement contains or will contain any untrue statement of material fact, or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

2.5 Neither the Project Sponsor, nor any of its principals or members, have been suspended, disciplined or debarred by, or prohibited from contracting with, the U.S. General Services Administration or any federal, state or local governmental agency during the past five (5) years.

2.6 Pursuant to Section 423.3(d)(5), the Project Sponsor shall reimburse all City agencies for their administrative and staff costs in negotiating, drafting, and monitoring compliance with this Agreement.

### ARTICLE 3 CALCULATION OF FEE AND IN-KIND CREDIT

3.1 The Project Sponsor Fee shall be calculated in accordance with Section 423.3(c) of the Ordinance. Based on the project entitled by the Planning Commission, the Fee is estimated at \$1,080,910.90 (for the fee calculations, see Exhibit B). The final Fee shall be calculated based on the project entitled by its First Construction Document.

3.2 Based on two estimates provided by independent sources, the Director of Planning determines that the In-Kind Improvements have a value of approximately \$565,100 (the "In-Kind Value"); provided, however, if upon final completion the actual construction and development costs to the Project Sponsor of providing the In-Kind Improvements are lower than this amount, the provisions of Section 5.2 shall apply. Documentation establishing the estimated third-party eligible costs of providing the In-Kind Improvements in compliance with applicable City standards is attached hereto as Exhibit C (the "Cost Documentation").

3.3 The Project Sponsor shall pay to the Development Fee Collection Unit at DBI \$473,407 (the "Remainder Amount"), which is an amount equal to the Project Sponsor Fee (see Exhibit B) minus the In-Kind Value (see Exhibit C), prior to issuance of the Project's First Construction Document, pursuant to Section 423.3 of the Planning Code and Section 107A.13.3 of the San Francisco Building Code. On the Date of Satisfaction, the Project Sponsor shall receive a credit against the Project Sponsor Fee in the amount of the In-Kind Value, subject to Section 5.2 below.

### ARTICLE 4 IN-KIND IMPROVEMENTS

4.1 The Project Sponsor agrees to take all steps necessary to construct and provide, at the Project Sponsor's sole cost, the In-Kind Improvements for the benefit of the City and the public, and the City shall accept the In-Kind Improvements in lieu of a portion of the Project Sponsor Fee under this Agreement if this Agreement is still in effect and each of the following conditions are met:

4.2 **Operations Plan.** The Project Sponsor will prepare an Operations Plan providing maintenance services for the life of Dogpatch Arts Plaza, including, but not limited to, gardening, and maintenance for Dogpatch Arts Plaza ("Operations Plan") prior to issuance of the first temporary certificate of occupancy for the Project. In the event the Plaza Program (Administrative Code Chapter 94) is enacted by the Board of Supervisors, the Project Sponsor shall select a non-profit organization to serve as the "Plaza Steward" for the Dogpatch Arts Plaza prior to issuance of the first temporary certificate of occupancy for the Project. The Plaza Steward shall prepare an Operations Plan and provide maintenance services for Dogpatch Arts Plaza, including, but not limited to, gardening, and maintenance. The Operations Plan shall ensure that Dogpatch Arts Plaza functions as a public open space including equal access for all members of the public with operating hours similar to similar publicly owned and operated open spaces, other rules of operation similar to other publicly owned and operated public open spaces, including allowable activities.

4.3 **Plans and Permits.** The Project Sponsor shall cause its landscape architect to prepare detailed plans and specifications for the In-Kind Improvements, which plans and specifications shall be submitted for review and approval by DPW and DBI in the ordinary course of the process of obtaining a building permit for the Project (upon such approval, the

“Plans”). Such review and approval of the plans and specifications of the In-Kind Improvements by DPW and DBI shall not be unreasonably withheld, delayed or conditioned. The Project Sponsor shall be responsible, at no cost to the City, for completing the In-Kind Improvements strictly in accordance with the approved Plans and shall not make any material change to the approved Plans during the course of construction without first obtaining the Director of Planning’s written approval. Upon completion of the In-Kind Improvements, the Project Sponsor shall furnish the City with a copy of the final approved plans and specifications for the In-Kind Improvements and documentation of any material changes or deviations therefrom that may occur during construction of the In-Kind Improvements.

4.4 **Construction.** All construction with respect to the In-Kind Improvements shall be accomplished prior to the First Certificate of Occupancy for the Project, including a temporary Certificate of Occupancy. The improvements shall be accomplished and in accordance with good construction and engineering practices and applicable laws. The Project Sponsor, while performing any construction relating to the In-Kind Improvements, shall undertake commercially reasonable measures in accordance with good construction practices to minimize the risk of injury or damage to the surrounding property, and the risk of injury to members of the public, caused by or resulting from the performance of such construction. All construction relating to the In-Kind Improvements shall be performed by licensed, insured and bonded contractors, and pursuant to a contract that includes a release and indemnification for the benefit of the City.

4.5 If the Final Inspection Notice has not been completed prior to issuance of the First Certificate of Occupancy, the Project Sponsor shall provide a letter of credit, surety bond, escrow account, or other security reasonably satisfactory to the Planning Director in the amount of one hundred percent (100%) of the Cost Documentation applicable to the uncompleted In-Kind Improvements (the “Security”) to be held by the City until issuance of the Final Inspection Notice, at which date it shall be returned to the Project Sponsor.

4.6 **Inspections.** The Project Sponsor shall request the customary inspections of work by DBI during construction using applicable City procedures in accordance with the City’s Building Code and other applicable law. Upon final completion of the work and the Project Sponsor’s receipt of all final permit sign-offs, the Project Sponsor shall notify DPW that the In-Kind Improvements have been completed. DPW shall inspect the site to confirm compliance with DPW standards for streets, gutters and sidewalks. This condition will not be satisfied until the City Engineer certifies the improvements are complete and ready for their intended use. If the Final Inspection Notice has not been completed prior to issuance of the First Certificate of Occupancy, the Project Sponsor shall provide a letter of credit, surety bond, escrow account, or other security reasonably satisfactory to the Planning Director in the amount of one hundred percent (100%) of the Cost Documentation (the “Security”) to be held by the City until issuance of the Final Inspection Notice, at which date it shall be returned to the Project Sponsor.

4.7 **Completion of In-Kind Improvements.** Upon final completion of the In-Kind Improvements and the Project Sponsor’s receipt of all final permit sign-offs, the Project Sponsor shall notify the Director of Planning that the In-Kind Improvements have been completed. The Director of Planning, or his or her agent, shall inspect the site to confirm compliance with this Agreement, and shall promptly thereafter notify the Project Sponsor that the In-Kind Improvements have been completed in accordance with the requirements of this Agreement, or, if there are any problems or deficiencies, shall notify the Project Sponsor of any such problems or deficiencies (the “Inspection Notice”). The Project Sponsor shall correct any such problems or deficiencies set forth in the Inspection Notice and then request another inspection, repeating this process until the Director of Planning approves the In-Kind Improvements as satisfactory.

Such approval shall be based on the requirements of this Agreement and shall not be unreasonably withheld. This condition will not be satisfied until the Director of Planning delivers an Inspection Notice that certifies that the In-Kind Improvements are ready for use by the public, as determined by the Director of Planning based on current City standards, and constitute the full satisfaction of the obligation to provide In-Kind Improvements in the form required hereunder (the "Final Inspection Notice"). The City may, in its sole discretion, waive the requirements of this Section 4.6.]

**4.8 Evidence of Payment.** The Project Sponsor shall provide the Planning Department with documentation substantiating payment by the Project Sponsor of the cost of providing the In-Kind Improvements in the form of third-party checks and invoices and its or its general contractor's standard general conditions allocation (the "Payment Documentation"). The Payment Documentation shall include information necessary and customary in the construction industry to verify the Project Sponsor's costs and payments. The cost of providing the In-Kind Improvements shall be substantially similar to the average capital costs for the City to provide the same square feet of public open space, based on current value of recently completed projects.

**4.9 Satisfaction of Obligations.** The Project Sponsor shall not receive final credit for the In-Kind Improvements until the Final Inspection Notice is delivered, the Memorandum of Agreement is recorded and the City receives any additional payments as may be required under Article 5 below, and all other obligations of the Project Sponsor under this Agreement have been satisfied (the "Date of Satisfaction"). The Project Sponsor assumes all risk of loss during construction, and shall not receive final credit for the In-Kind Improvements until the Date of Satisfaction. Notwithstanding the foregoing, on and after the Effective Date defined in Section 5.1 below, for so long as this Agreement remains in effect and the Project Sponsor is not in breach of this Agreement the City shall not withhold the issuance of any additional building or other permits necessary for the Project due to the Project Sponsor's payment of less than the full Project Sponsor Fee amount in anticipation of the In Kind Improvements ultimately being accepted and credited against the Project Sponsor Fee under the terms and conditions set forth in this Agreement.

## **ARTICLE 5 PAYMENT AND SECURITY**

**5.1** This Agreement shall not be effective until this Agreement is signed by both the Project Sponsor and the City, is approved as to form by the City Attorney, and is approved by the Planning Commission. The date upon which the foregoing requirements have been satisfied shall be the "Effective Date".

**5.2** The City shall provide the Project Sponsor with a written report of its review of the Payment Documentation ("Payment Analysis") within ten (10) business days of its receipt thereof, which review shall be conducted for the exclusive purpose of determining whether the Payment Documentation substantially and reasonably document that the cost of providing the In-Kind Improvements shall be substantially similar to the average capital costs for the City to provide the same type of public open space, with comparable improvements, based on current value of recently completed projects, as selected by the City in its sole discretion. If the Payment Analysis reasonably substantiates that the Project Sponsor made payments in respect of the In-Kind Improvements in an amount less than the In-Kind Value, the Project Sponsor shall, within sixty (60) days of the date of the Payment Analysis, pay the City in an amount equal to the difference between the In-Kind Value and the actual amount paid in respect of the In-Kind Improvements by the Project Sponsor. If the Payment Analysis reasonably substantiates that the Project Sponsor made payments in respect of the improvements in an amount equal to or greater than the In-Kind Value, the Project Sponsor shall not be entitled to a refund of such

overpayments and the City shall not be entitled to any additional funds related to the In-Kind Value.

5.3 The City and Project Sponsor shall endeavor to agree upon the Payment Analysis. If they are unable to so agree within thirty (30) days after receipt by Project Sponsor of the City's Payment Analysis, Project Sponsor and the City shall mutually select a third-party engineer/cost consultant. The City shall submit its Payment Analysis and Project Sponsor shall submit the Payment Documentation to such engineer/cost consultant, at such time or times and in such manner as the City and Project Sponsor shall agree (or as directed by the engineer/cost consultant if the City and Project Sponsor do not promptly agree). The engineer/cost consultant shall select either the City's Payment Analysis or Project Sponsor's determination pursuant to the Payment Documentation, and such determination shall be binding on the City and Project Sponsor.

5.4 Notwithstanding anything in this Agreement to the contrary:

5.4.1 The City shall not issue or renew any further certificates of occupancy to the Project Sponsor until the City receives payment of the full Project Sponsor Fee (in some combination of the payment of the Initial Amount, the acceptance of In-Kind Improvements having the value described under this Agreement and other cash payments received by the City directly from Project Sponsor) before issuance of the First Certificate of Occupancy for the Project.

5.4.2 The City's issuance of a certificate of final completion or any other permit or approval for the Project shall not release the Project Sponsor of its obligation to pay the full Project Sponsor Fee (with interest, if applicable), if such payment has not been made at the time the City issues such certificate of final completion.

5.4.3 If the In-Kind Improvements for any reason prove to be insufficient to provide payment for sums due from the Project Sponsor as and when required, and after demand by the City the Project Sponsor fails to pay such amount, such amount shall accrue interest from the date of such demand at the rate of [one-half percent per month, or fraction thereof, compounded monthly, until the date of payment]. If such nonpayment continues for a period of six (6) months, the City's Treasurer shall initiate proceedings in accordance with Article XX of Chapter 10 of the San Francisco Administrative Code to make the entire unpaid balance of the Project Sponsor Fee, including interest, a lien against all parcels used for the housing in the Project and shall send all notices required by that Article.

5.5 The Project Sponsor understands and agrees and any payments to be credited against the Project Sponsor Fee shall be subject to the provisions set forth in San Francisco Administrative Code Sections 6.80-6.83 relating to false claims. Pursuant to San Francisco Administrative Code Sections 6.80-6.83, a party who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A party who submits a false claim shall also be liable to the City for the cost, including attorney's fees, of a civil action brought to recover any of those penalties or damages and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A party will be deemed to have submitted a false claim to the City if the party: (a) knowingly presents or causes to be presented to any officer or employee of the City a false claim; (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim approved by the City; (c) conspires to defraud the City by getting a false claim allowed by the City; (d) knowingly makes, uses or causes to be made or used a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the City; or (e) is beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails

to disclose the false claim to the City within a reasonable time after discovery of the false claim. The Project Sponsor shall include this provision in all contracts and subcontracts relating to the In-Kind Improvements, and shall take all necessary and appropriate steps to verify the accuracy of all payments made to any such contractors and subcontractors.

## **ARTICLE 6 MAINTENANCE AND LIABILITY**

Project Sponsor, or its successor or assignee, shall assume full maintenance and liability responsibility in perpetuity for the In-Kind Improvements contemplated in this Agreement and acknowledges that the City shall bear no maintenance responsibility or liability for the construction, maintenance, or public use of such In-Kind Improvements. Project Sponsor shall obtain all permits and approvals from other affected departments that are necessary to implement this proposal, including a major street encroachment permit from DPW if applicable, and shall abide by any conditions associated with such permits including the posting and maintenance of insurance and security. The City would not be willing to enter into this Agreement without this provision and the Project Sponsor's acceptance of all maintenance and liability responsibility in accordance with this Article is a condition of the Planning Commission's approval of the terms of this Agreement. The City and the Planning Commission acknowledge that the Project Sponsor's obligation to maintain and accept liability for the In-Kind Improvements may be assigned to a future Project tenant, tenants and/or owners, assessment districts, or other entities with the financial capacity to fulfill these obligations. Any such assignment is subject to the review and consent of the City departments with primary jurisdiction over the Improvements in consultation with the Planning Director. Such City review shall be timely and consent to the assignment not unreasonably withheld; provided, however, that the City may condition such assignment in a manner that it deems reasonable. In the event the Plaza Program (Administrative Code Chapter 94) is enacted by the Board of Supervisors, the Project Sponsor shall select a non-profit organization to serve as Plaza Steward, become the licensee from DPW for use of the 19<sup>th</sup> Street right-of-way containing Dogpatch Arts Plaza, and all of the obligations and liabilities set forth in this Article 6 shall become the obligation and liabilities of the Plaza Steward and the Project Sponsor shall have no further obligations and liabilities pursuant to this Article 6.

## **ARTICLE 7 NOTICES**

Any notice given under this Agreement shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail or certified mail with a return receipt requested or by overnight courier, return receipt requested, addressed as follows:

CITY:

Director of Planning  
City and County of San Francisco  
1660 Mission St.  
San Francisco, CA 94103

with a copy to:

Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: Kate Herrmann Stacy

PROJECT SPONSOR:

Attn: Lou Vasquez  
650 Indiana Investment LLC  
315 Linden Street  
San Francisco, CA 94102

with a copy to:

Farella Braun + Martel LLP  
235 Montgomery Street  
San Francisco, CA 94104  
Attn: Steven L. Vettel, Esq.

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be deemed given when actually delivered if such delivery is in person, two (2) days after deposit with the U.S. Postal Service if such delivery is by certified or registered mail, and the next business day after deposit with the U.S. Postal Service or with the commercial overnight courier service if such delivery is by overnight mail.

**ARTICLE 8  
RUN WITH THE LAND**

The parties understand and agree that this Agreement shall run with the Project Sponsor's land, and shall burden and benefit every successor owner of the Land. The City would not be willing to enter into this Agreement without this provision, and the parties agree to record a Memorandum of Agreement in the form attached hereto as Exhibit D (the "Memorandum of Agreement"). On the Date of Satisfaction or if this Agreement is terminated pursuant to Section 9.4, this Agreement shall terminate and the City shall execute and deliver to the Project Sponsor a release of the Memorandum of Agreement, which the Project Sponsor may record.

**ARTICLE 9  
ADDITIONAL TERMS**

9.1 This Agreement contemplates the acquisition of In-Kind Improvements as authorized under the Ordinance and is not intended to be a public works contract; provided, however, the Project Sponsor agrees to pay prevailing wages as set forth in Section 10.1 and otherwise comply with the requirements of applicable State law as to the In-Kind Improvements work only. By entering this Agreement, the Project Sponsor is not obligated to pay prevailing wages for the construction of the Project.

9.2 The City shall have the right, during normal business hours and upon reasonable notice, to review all books and records of the Project Sponsor pertaining to the costs and expenses of providing the In-Kind Improvements.

9.3 This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. This Agreement may be executed in several

counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9.4 This Agreement may be effectively amended, changed, modified, altered or terminated only by written instrument executed by the parties hereto except that the Project Sponsor may terminate this Agreement by written notice to the City at any time prior to issuance of the Project's first construction document, in which event the Project Sponsor shall have no obligations or liabilities under this Agreement and the City would have no obligation to issue the First Construction Document unless and until this Agreement is reinstated, another agreement is executed by the parties, or the Project Sponsor's obligations under the Ordinance are satisfied in another manner. Any material amendment shall require the approval of the City's Planning Commission, in its sole discretion.

9.5 No failure by the City to insist upon the strict performance of any obligation of Project Sponsor under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, and no acceptance of payments during the continuance of any such breach, shall constitute a waiver of such breach or of the City's right to demand strict compliance with such term, covenant or condition. Any waiver must be in writing, and shall be limited to the terms or matters contained in such writing. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. In the event of any breach of this Agreement by the Project Sponsor, the City shall have all rights and remedies available at law or in equity.

9.6 This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California.

9.7 The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. Time is of the essence in all matters relating to this Agreement.

9.8 This Agreement does not create a partnership or joint venture between the City and the Project Sponsor as to any activity conducted by the Project Sponsor relating to this Agreement or otherwise. The Project Sponsor is not a state or governmental actor with respect to any activity conducted by the Project Sponsor hereunder. This Agreement does not constitute authorization or approval by the City of any activity conducted by the Project Sponsor. This Agreement does not create any rights in or for any member of the public, and there are no third party beneficiaries.

9.9 Notwithstanding anything to the contrary contained in this Agreement, the Project Sponsor acknowledges and agrees that no officer or employee of the City has authority to commit the City to this Agreement unless and until the Planning Commission adopts a resolution approving this Agreement, and it has been duly executed by the Director of Planning and approved as to form by City Attorney.

9.10 The Project Sponsor, on behalf of itself and its successors, shall indemnify, defend, reimburse and hold the City harmless from and against any and all claims, demands, losses, liabilities, damages, injuries, penalties, lawsuits and other proceedings, judgments and awards and costs by or in favor of a third party, incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any accident, injury to or death of a person, or loss of or

damage to property occurring in, on or about Dogpatch Arts Plaza, provided that such accident, injury, death, loss or damage does not result from the gross negligence of the City; (b) any default by the Project Sponsor under this Agreement, (c) the condition of the In-Kind Improvements constructed by or on behalf of the Project Sponsor; and (d) any acts, omissions or negligence of the Project Sponsor or its agents in or about Dogpatch Arts Plaza. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigation. The Project Sponsor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the Project Sponsor by City and continues at all times thereafter. The Project Sponsor's obligations under this Section shall survive the expiration or sooner termination of this Agreement.

## **ARTICLE 10 CITY CONTRACTING PROVISIONS**

10.1 The Project Sponsor agrees that any person performing labor in the construction of the In-Kind Improvements shall be paid not less than the highest prevailing rate of wages consistent with the requirements of Section 6.22(E) of the San Francisco Administrative Code, and shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco County. The Project Sponsor shall include, in any contract for construction of such In-Kind Improvements, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. The Project Sponsor shall require any contractor to provide, and shall deliver to the City upon request, certified payroll reports with respect to all persons performing labor in the construction of the In-Kind Improvements. The Project Sponsor shall not be obligated to pay prevailing rates of wage to any person performing labor in the construction of the Project.

10.2 The Project Sponsor understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov't Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure. The Project Sponsor hereby acknowledges that the City may disclose any records, information and materials submitted to the City in connection with this Agreement.

10.3 In the performance of this Agreement, the Project Sponsor covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee or any City employee working with or applicant for employment with the Project Sponsor, in any of the Project Sponsor's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Project Sponsor.

10.4 Through execution of this Agreement, the Project Sponsor acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provision and agrees that if it becomes aware of any such fact during the term, the Project Sponsor shall immediately notify the City.

10.5 Through execution of this Agreement, the Project Sponsor acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

10.6 The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. The Project Sponsor acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

10.7 The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product.

NOW THEREFORE, the parties hereto have executed this In-Kind Agreement as of the date set forth above.

CITY AND COUNTY OF SAN FRANCISCO,  
acting by and through its Planning Commission

650 INDIANA INVESTMENT, LLC, a  
California limited liability company

By: \_\_\_\_\_  
Director of Planning

Name: Lou Vasquez  
Title: Managing Member

APPROVED:

DENNIS J. HERRERA  
City Attorney

APPROVED AS TO FORM:

FARELLA BRAUN & MARTEL, LLP

By: \_\_\_\_\_  
Deputy City Attorney

By: \_\_\_\_\_  
Steven L. Vettel

ACKNOWLEDGED:

Department of Building Inspection

By: \_\_\_\_\_  
Authorized Representative

ACKNOWLEDGED:

Department of Public Works

By: \_\_\_\_\_  
Authorized Representative

## **Exhibit A**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

**Assessor's Block and Lot #:** Block #4041, Lot #009.

The proposed residential development is located at block 4041, lot 009. The proposed address of the development is 660-90 Indiana Street.

The proposed improvement, Dogpatch Arts Plaza, is proposed to be located on dead-end portion of 19<sup>th</sup> Street, west of Indiana Street, on 8,000 SF of public right-of-way. UP Urban is also working with Cal Trans to provide an additional 5,800 SF of landscape improvements and potential art exhibition space on the 1-280 embankment located directly west of the Plaza.

**Exhibit B**

**Calculation of Impact Fees**

**DEVELOPMENT IMPACT FEE SUMMARY**

<b>Eastern Neighborhoods Infrastructure Impact Fee</b>		
Replacement or Change of Use	\$61,482.00	
New Construction	\$976,964.40	
Subtotal		\$1,038,446.40
<b>Transit Impact Development Fee</b>		
Retail		\$42,464.50
<b>TOTAL</b>		<b>\$1,080,910.90</b>

## Exhibit C

### In-Kind Improvements Plans

The proposed Dogpatch Arts Plaza would convert the dead-end portion of 19th Street (west of Indiana Street) into a 13,800 square foot arts-focused public pedestrian plaza. Inspired by the popular Decompression Festival held on Indiana Street each year, the plaza would combine Burning Man's artistic spirit with the Dogpatch's industrial heritage to create an "outdoor gallery" for large-scale and industrial art.

The design of the plaza has been guided by the idea that this space should serve as the neighborhood's public living room. A bulb-out would invite pedestrian access from nearby Esprit Park and provide a buffer from Indiana Street traffic. Outside café seating and tables would fill the northern edge of the plaza, and benches would be sprinkled along its perimeter. Unique amphitheater-style seating on the west side of the plaza would create an iconic space for public events and performances and provide striking views down 19th Street. The southeast corner of the plaza would be home to a series of rotating public art pieces.

The adjacent proposed residential project at 650 Indiana includes a retail space that has been reserved for a future "art café," carefully designed to invite interaction between the new plaza and the development, bridging public and private space. UP Urban, an independent non-profit managing the development of the plaza, is working with CalTrans to provide 5,800 SF of landscape improvements and a location for additional rotating art installations on the I-280 embankment located directly to the west of the plaza.

The estimated development cost of DAP is \$1,496,919. Plant Construction Company and Nibbi Brothers General Contractors each provided professional estimates for the construction costs, based on the schematic design from CMG Landscape Architecture. UP Urban developed the full cost, adding in design, permitting, project management, contingency, and Year-1 operations costs as shown below. Note that the Year-1 Plaza Operations expenses *are not* included in the In-Kind Agreement request.

Construction costs (plaza)	\$940,932
Construction costs (CalTrans embankment)	\$247,100*
Design fees (10%) ( <i>Landscape architecture, civil engineering, etc.</i> )	\$118,803
City Fees (1%) ( <i>DPW Street Use and Major Encroachment Permits, etc.</i> )	\$11,880
Contingency (10%)	\$118,803
Project management (5%)	\$59,401
<b>Total Development Cost</b>	<b>\$1,496,919</b>
Year-1 Plaza Operations Estimated Expense	\$91,270**
<b>Total Costs</b>	<b>\$1,588,189</b>

\* *in-kind fee waiver is applied towards the plaza, not the Caltrans embankment*

\*\**not part of In-Kind Agreement request*

650 Indiana Investment LLC will contribute to the plaza the estimated \$270,000 that it would have otherwise used to design and construct the required Better Streets improvements along 19th Street, leaving a funding gap of \$1,221,919. UP and 650 Indiana Investment LLC came before the ENCAC to request that between 50%-99% of the residential project's EN infrastructure impact fees be converted into an in-kind donation towards the development of this plaza. At the conclusion of this meeting, the ENCAC voted to convert \$565,100 of the Project Sponsor's impact fees into an in-kind agreement, pending UP Urban's success in filling the remaining funding gap through a mix of foundation grants and crowd-sourced donations.

## Exhibit D

### Memorandum of Agreement

#### **RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:**

**City and County of San Francisco  
Department of Planning  
1660 Mission St.  
San Francisco, CA 94103  
Attn: Director**

---

(Free Recording Requested Pursuant to  
Government Code Section 27383)

#### **Memorandum of In-Kind Agreement**

This Memorandum of In-Kind Agreement (this “Memorandum”), is dated as of \_\_\_\_\_, 2014, and is by and between the City and County of San Francisco, a municipal corporation, acting and through the Planning Commission (the “City”), and 650 Indiana Investment LLC (the “Project Sponsor”).

1. The property described in Exhibit A attached hereto (the “Land”) and generally known as 660-90 Indiana Street, San Francisco, California 94107 is owned by Project Sponsor.
2. Under San Francisco Planning Code Section 423.3 (“Section 423.3”), the Project Sponsor must pay to the City an Impact Fee (the “Fee”) on or before the issuance of the first construction document for the Land; provided, however, the City can reduce such payment under Section 423.3(d) if the Project Sponsor enters into an agreement with the City to provide in-kind improvements.
3. In accordance with Section 423.3(d), the City and the Project Sponsor have entered into an in-kind agreement (the “In-Kind Agreement”), which permits the Project Sponsor to receive construction documents with the satisfaction of certain conditions in return for the Project Sponsor’s agreement to provide certain in-kind improvements under the terms and conditions set forth therein.
4. Upon the Project Sponsor’s satisfaction of the terms of the In-Kind Agreement, the In-Kind Agreement shall terminate and the City will execute and deliver to the Project Sponsor a termination of this Memorandum in recordable form.
5. The Project Sponsor and the City have executed and recorded this Memorandum to give notice of the In-Kind Agreement, and all of the terms and conditions of the In-Kind Agreement are incorporated herein by reference as if they were fully set forth herein. Reference is made to the In-Kind Agreement itself for a complete and definitive statement of the rights and obligations of the Project Sponsor and the City thereunder.

6. This Memorandum shall not be deemed to modify, alter or amend in any way the provisions of the In-Kind Agreement. In the event any conflict exists between the terms of the In-Kind Agreement and this Memorandum, the terms of the In-Kind Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the date first written above.

CITY AND COUNTY OF SAN FRANCISCO,  
acting by and through its Planning Commission

By: \_\_\_\_\_  
Director of Planning

1. 650 Indiana Investment LLC, a California limited liability company

2. By: \_\_\_\_\_  
3. Name: Lou Vasquez \_\_\_\_\_  
4. Title: Managing Member \_\_\_\_\_

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me,

\_\_\_\_\_  
(here insert name and title of the officer)  
personally appeared

\_\_\_\_\_  
\_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me,

\_\_\_\_\_  
(here insert name and title of the officer)  
personally appeared

\_\_\_\_\_  
\_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

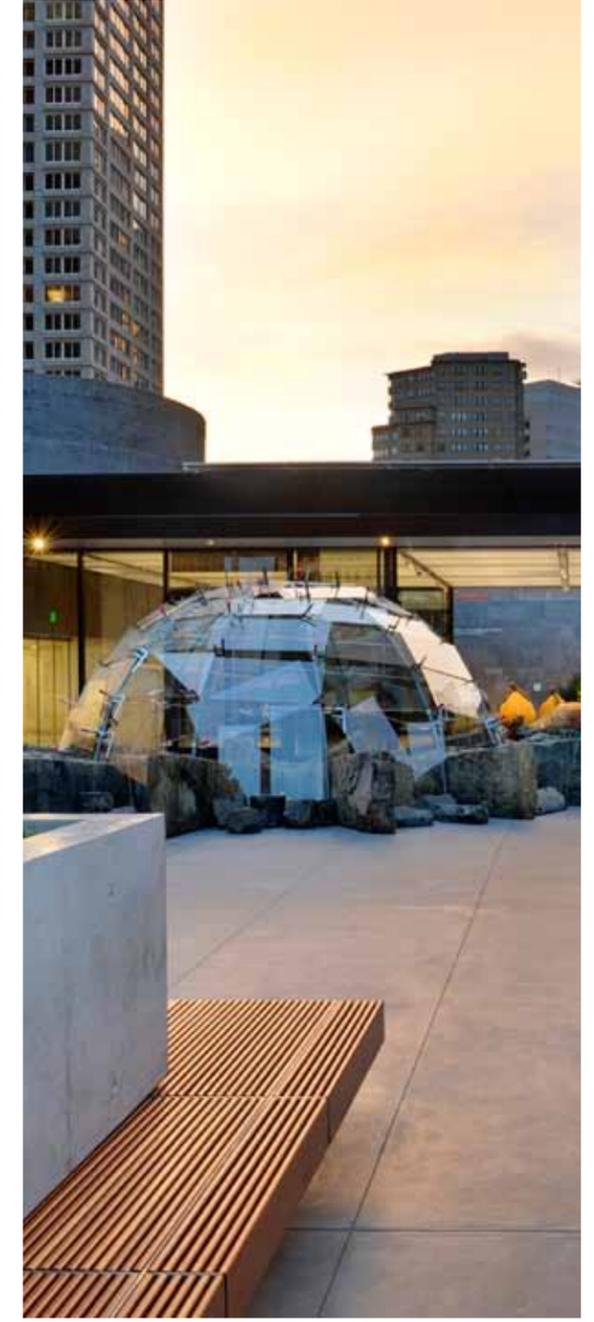
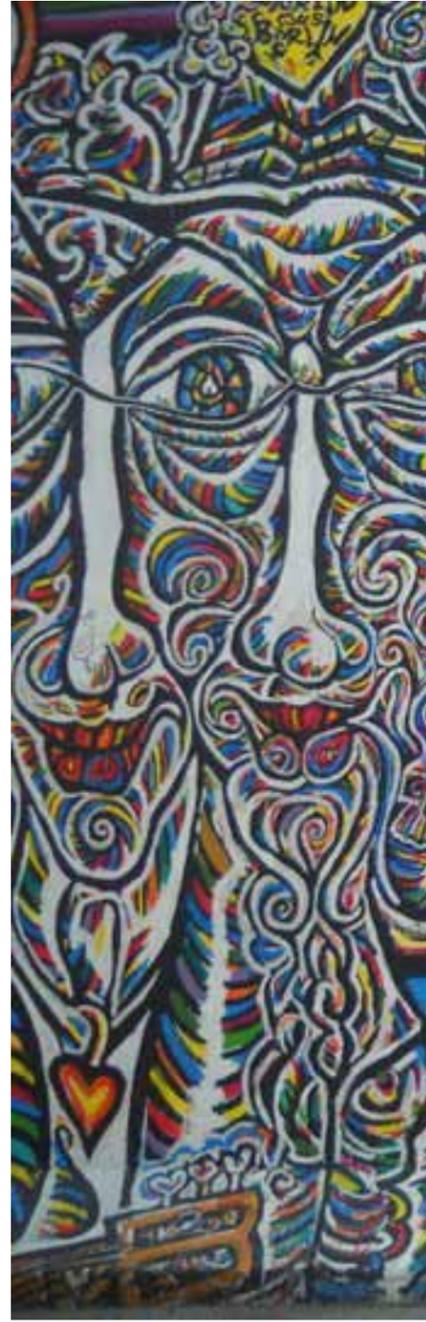
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

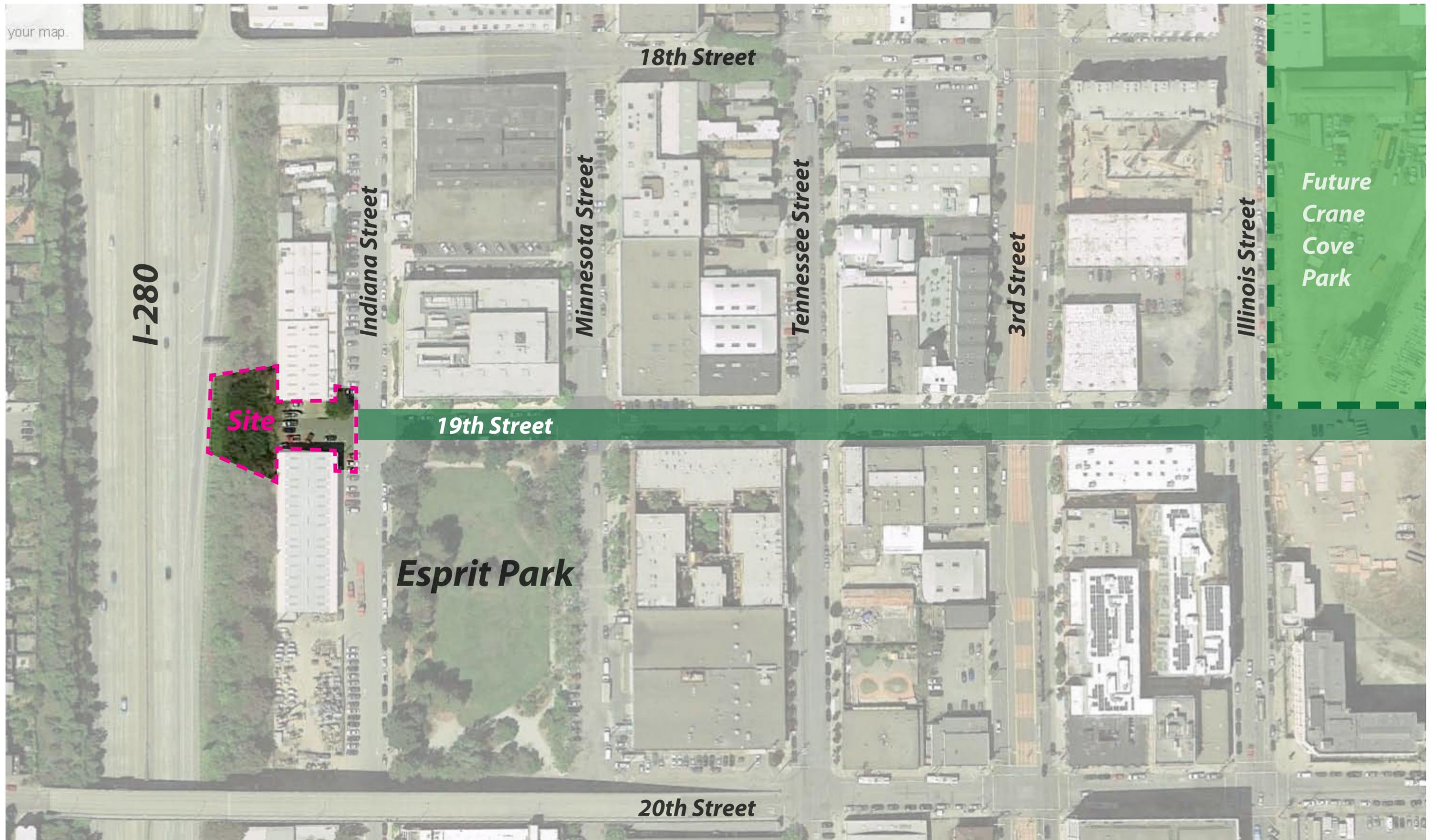
(Notary Seal)

# ATTACHMENT 3: Dogpatch Arts Plaza Concept Design



# ***Dogpatch Arts Plaza***

**05.07.2014**



**Context-** 19th Street becomes "Shared-Use Greenway"

# Existing Site



# ***Existing Site***



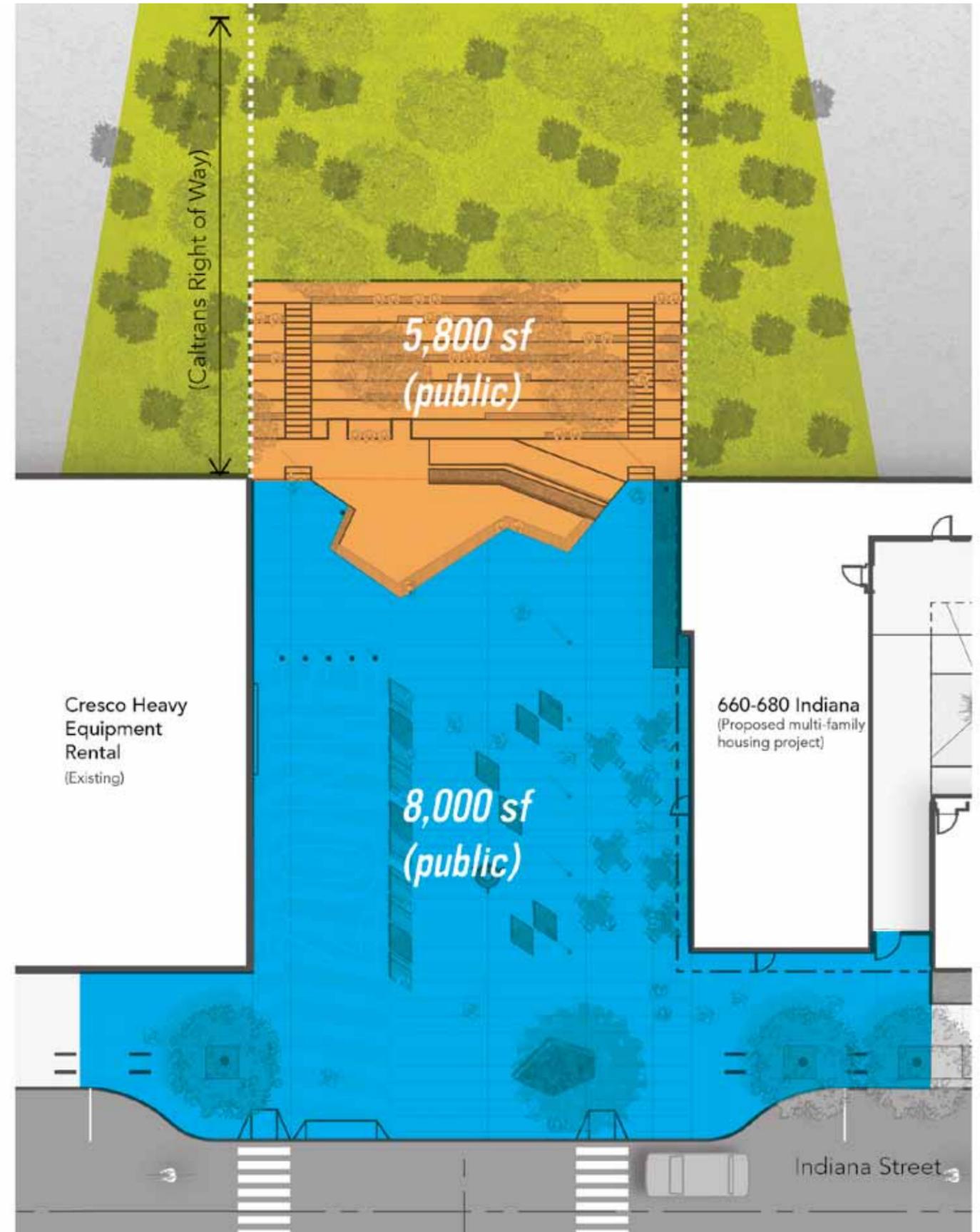
# Concept



*Pocket Plaza*

*Outdoor Gallery*

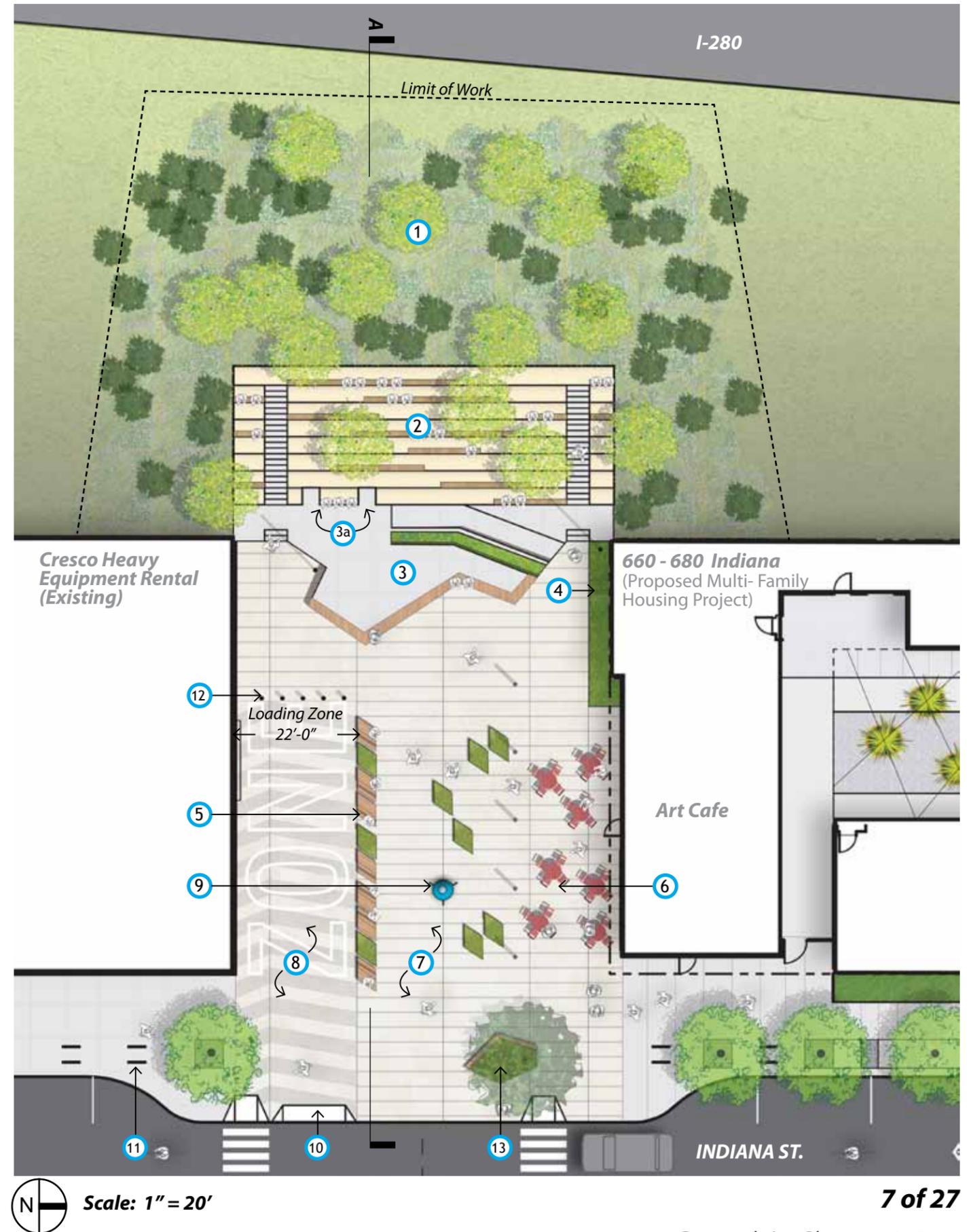
# Program



# Site Plan- "9-5" Weekday Layout

## KEY NOTES

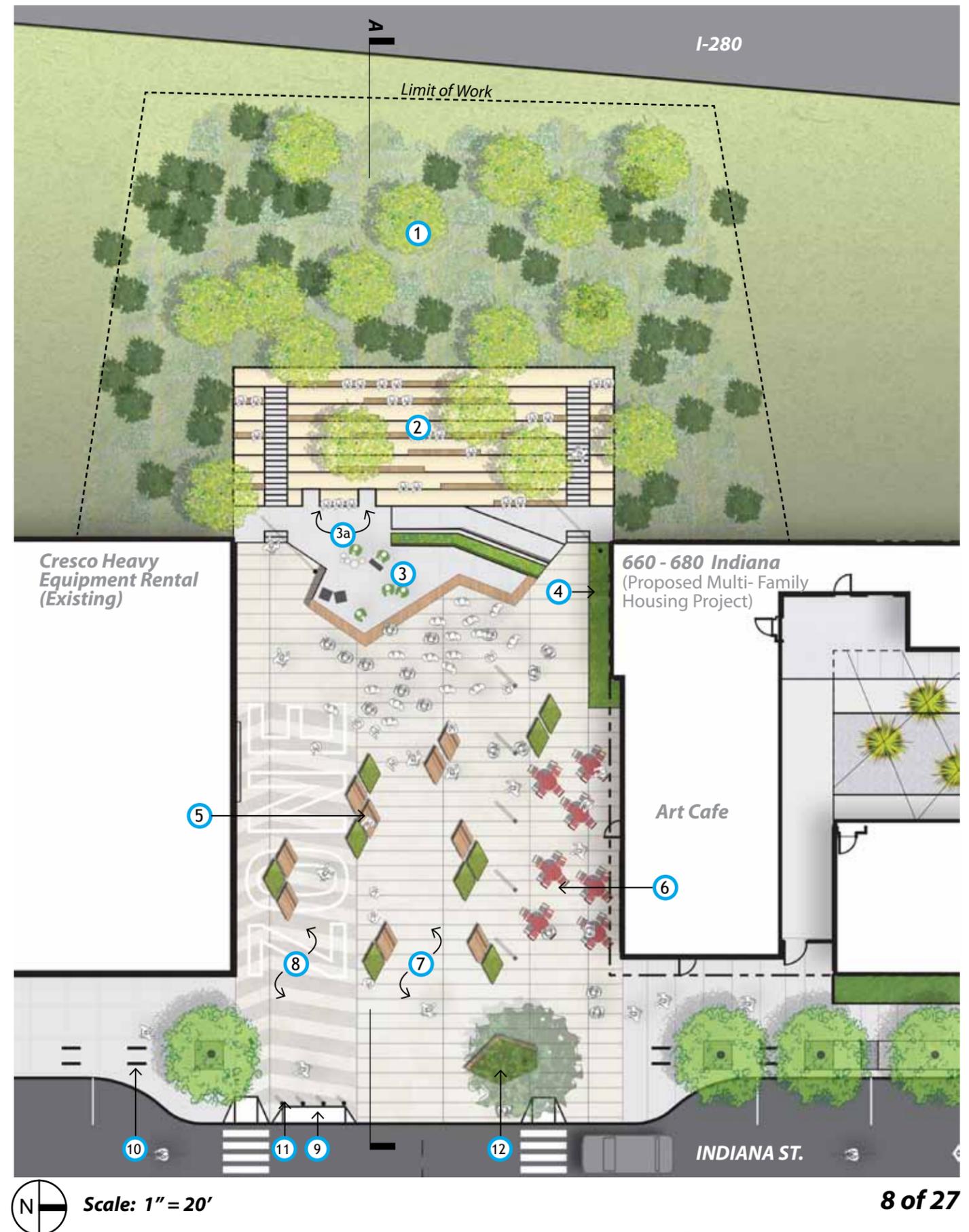
- ① **Caltrans Embankment**  
Landscape improvements including understory and tree planting (within Caltrans R.O.W.)
- ② **Urban Bleacher**  
Corten wall with concrete bleacher and stairs
- ③ **Event Stage**  
Concrete with wood seating edge, ADA accessible ramp & planting area
- ③a **ADA Accessible Seating Locations**
- ④ **Rain Garden Planter**  
Stormwater treatment
- ⑤ **Custom Moveable Seating & Planters**
- ⑥ **Designated Area for Cafe Tables and Chairs**
- ⑦ **Plaza Floor**  
High quality cast in place concrete with ground finish
- ⑧ **Temporary Loading Zone**  
High quality cast in place concrete with subtle material/finish delineation
- ⑨ **Rotating Art Installation Program**
- ⑩ **Curb Cut - Vehicle Access (12'-0" Wide)**  
Limited access for Cresco Equipment Rental and plaza programs.
- ⑪ **Bike Racks**  
Class II bike racks (8 Total)
- ⑫ **Removable Bollards**  
Plaza bollards deployed during business hours to limit pedestrian access. Removed nights/weekends and during events.
- ⑬ **Tree Bench**  
Specimen tree and planting area with integrated wood bench



# Site Plan- Weekend & Special Event Arrangement

## KEY NOTES

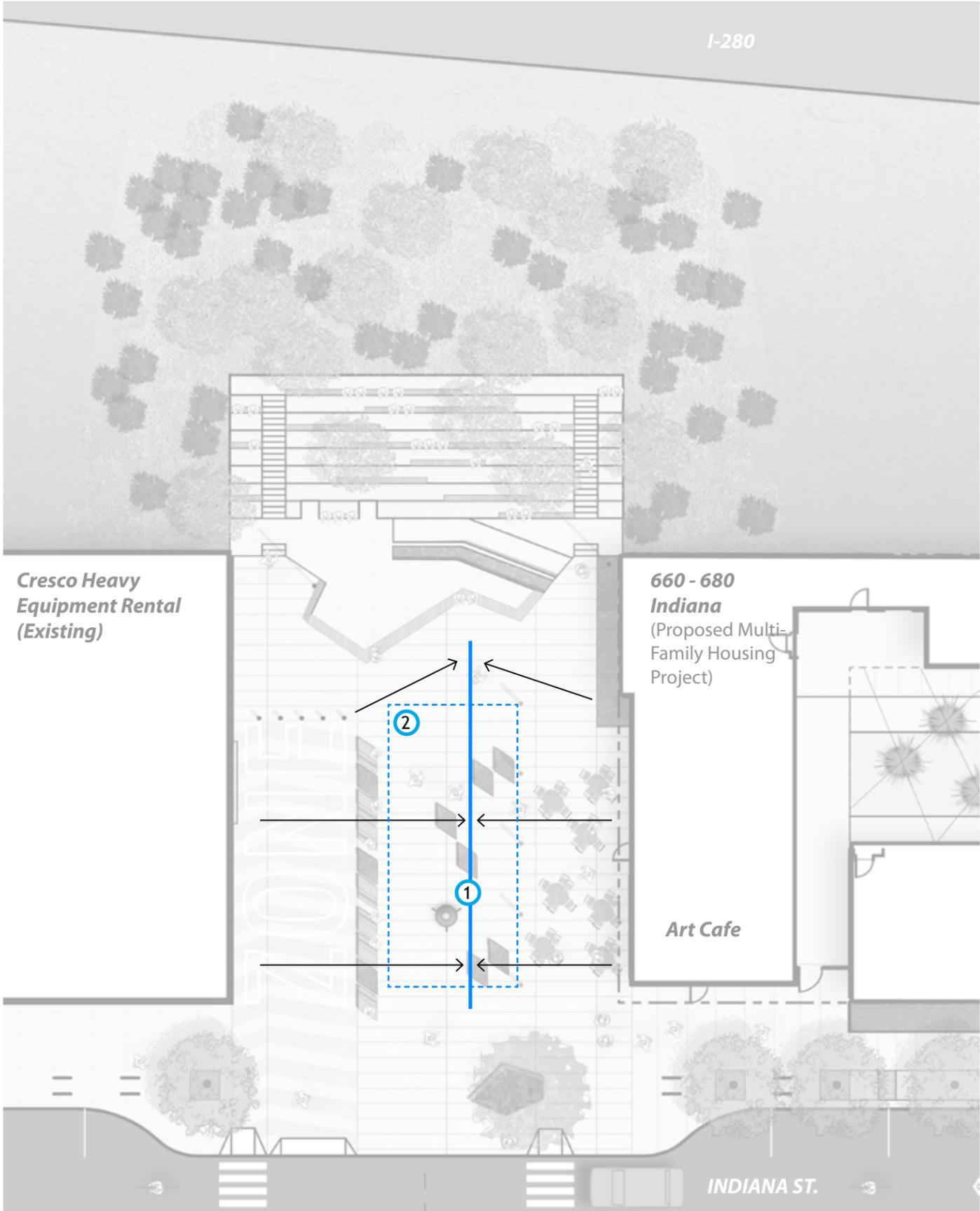
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Landscape improvements including understory and tree planting (within Caltrans R.O.W.)
- ② **Urban Bleacher**  
Corten wall with concrete bleacher and stairs
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Concrete with wood seating edge, ADA accessible ramp & planting area
- ③a **ADA Accessible Seating Locations**
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Stormwater treatment
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- ⑫ **Tree Bench**  
Specimen tree and planting area with integrated wood bench



# Stormwater Diagram

**KEY NOTES**

- ① **Slot Drain**
- ② **Subsurface Infiltration Zone**  
Pending confirmation of infiltration rates & soil considerations



Scale: 1" = 20'

# Cross Section A



# Bird's Eye View



# ***View from 19th Street***



# ***View at Corner of 19th toward Art Cafe***



# ***View from Art Cafe at Corner***



# Night View from Art Cafe at Corner



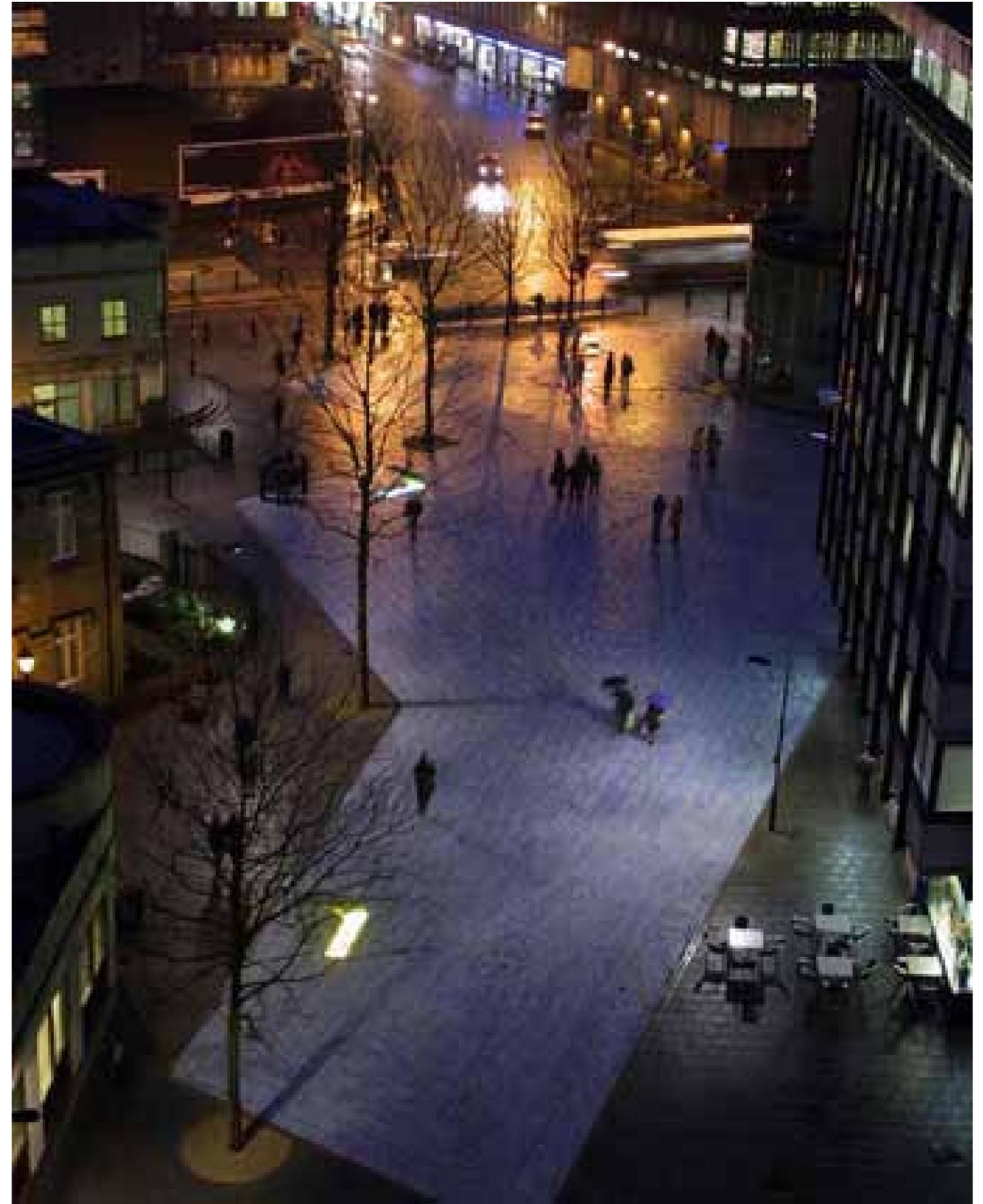
# ***View from Urban Bleacher down 19th Street to Future Crane Cove***



# ***Pocket Plaza Precedents***



***Paley Park- Manhattan***



***The Blue Carpet- Newcastle-Upon-Tyne, England***

# Urban Bleacher and Stage Precedents



*Marin Country Day School- Corte Madera*



*Corten Terrace Wall (detail)*

# Urban Bleacher and Stage Precedents



*Bleacher - University of Texas at Dallas*



*Bleacher - Times Square NY*

# Outdoor Gallery Precedents



*Hayes Green*



*SFMOMA Sculpture Garden*

# Outdoor Gallery Precedents



*MASS MoCA*



*NY MOMA PS1 Courtyard*

# ***Rotating Sculpture and Functional Art***



***Louise Bourgeois, "Maman" - Copenhagen***



***Museums Quartier - Vienna***

# Gallery Wall Precedents



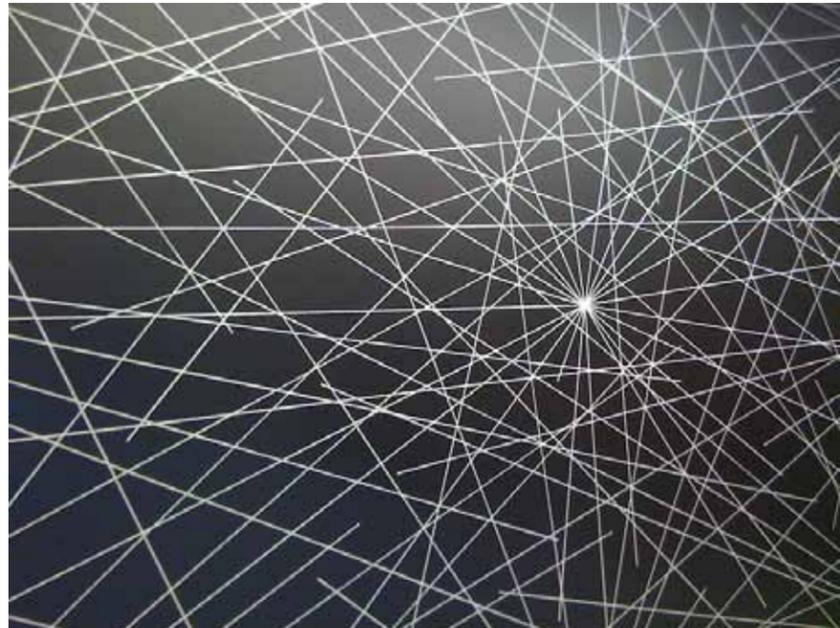
**BLU - Buenos Aires**



**Matt W. Moore**



**Sol LeWitt - MASS MoCA**



**Sol LeWitt - Multiple Locations**



**East Side Gallery- Berlin**



**Jaz- Buenos Aires**

# Plaza Planting Areas



**Mint Plaza- SF**



**The High Line- NYC**



**SFMOMA Rooftop Sculpture Garden-SF**



**SFMOMA Rooftop Sculpture Garden- SF**

# ***Community Outreach***

## ***Dogpatch Arts Plaza Advisory (DAPA) Board***

- Composed of Dogpatch community members and Arts & Cultural leaders
- Exists to advise UP Urban and engage broader community about the plaza.
- Initial design review and planning meetings took place in January 2014.
- DAPA conducted community outreach throughout Spring 2014.

### ***Neighbors & Community Members***

**Susan Eslick**, VP of Dogpatch Neighborhood Association

**Patricia Kline**, editor of indogpatch.com

**Scott R. Kline**, photographer

**Alex Goretsky**, owner, La Stazione Coffee and Wine Bar

**Alisha Holloway**, Dogpatch resident

**Charlie Nucci**, Charlie Nucci Photography; DNA member

**David Shulman**, Obscura Digital; Five-Ton Crane

### ***Arts & Cultural Advisors***

**Heather White**, Burning Man Project

**JoAnn Edwards**, Museum of Craft and Design

**Steven Ra\$pa**, Arts Advocate & Community Events Producer

**David Meckel**, Architect & Arts Advocate; Dean, CCA

# ***Maintenance***

## **Two options:**

### **1. *Green Benefits District*** (preferred option)

- New special assessment district to provide long-term funding for maintenance of public spaces in Dogpatch.
- Will go to ballot in July-August 2014.
- If approved, GBD will begin collecting assessments in January 2015 and could oversee maintenance.

**AND/OR**

### **2. *Art Café as Plaza Steward*** (default option)

- Written into the lease for café located in ground floor of 660-90 Indiana.
- Maintenance costs internalized by project sponsor.

# ***Programming***

- After completion, established 501(c)3 arts institution to manage and fund programming.
- Seek grants and foundation support from SF Arts Commission, NEA, Haas Fund, etc.

# ATTACHMENT 4: Cost Estimates (Plant Construction Company and Nibbi Brothers General Contractors)



**ESTIMATE #1 - REVISION 3**  
CONCEPTUAL ESTIMATE

PLANT CONSTRUCTION COMPANY, L.P.  
300 NEWHALL STREET  
SAN FRANCISCO, CA 94124-1426  
TEL 415.285.0500 FAX 415.550.1357  
LICENSE NUMBER 830764  
www.plantconstructioncompany.com

*Date:* March 18, 2014

*To:* Up Urban, Inc.  
315 Linden Street  
San Francisco, CA 94102

*Attn:* Hannah Smith

*Via:* Email

*Re:* Dogpatch Arts Plaza  
951-999 Indiana Street  
San Francisco, California  
PCCLP Project #2014021

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**SCOPE OF WORK**

This exterior improvements budget estimate is based on Schematic Phase - Civil Design Review documents dated January 13, 2014 provided by Up Urban (24 pages), and a unit quantity spreadsheet dated December 5, 2013 provided by Conger Moss Guillard Landscape Architects.

**ESTIMATED AMOUNTS**

PLAZA:	\$1,180,000
BETTER STREET IMPROVEMENTS:	\$279,000

**NOTES AND CLARIFICATIONS**

1. The quantities and line items in the provided spreadsheet are the basis for the bulk of the estimate. We have added line items as required for construction sequencing, and quantities have been adjusted to match our unit rate methodologies.
2. 18" Terrace Wall facing to be Corten Steel as directed. We have priced this scope of work at \$150/lf pending further definition.
3. Bleacher seating to be wood timber (not Corten Steel).

**INCLUSIONS**

- 02-41-00 Non-Structural Demolition
- Remove curb and gutter.
  - Remove concrete sidewalk.
  - Remove street AC.

- 02-95-00 Surface Preparation
  - Surface preparation and compaction.
  - Off hauling.
  
- 03-30-00 Concrete
  - 6" C.I.P. curb and gutter per SF DPW standard.
  - Pedestrian curb ramps per SF DPW standard.
  - C.I.P. driveway per SF DPW standard.
  - 18" concrete event stage, integral color, sandblast finish.
  - C.I.P. concrete stairs at bleachers, integral color, sandblast finish.
  - Concrete terraces at bleachers.
  - Retaining walls at bleacher areas.
  
- 12-00-50 Furnishings
  - Bike racks.
  - Custom Wood Benches.
  - Wood timber seating.
  - Moveable café tables and chairs.
  
- 26-00-50 Electrical Systems
  - Electrical main panel and distribution.
  - Event / Stage power.
  
- 26-50-00 Lighting
  - Stage / Event mast lighting.
  - Pedestrian street lighting.
  - Art lighting.
  
- 31-00-50 Earthwork
  - Clear and grub site.
  - Site grading and off haul.

- 32-12-10 Paving
  - Precast pedestrian pavers.
  - Precast vehicular pavers.
  - AC patching.
  
- 32-88-00 Landscaping and Irrigation
  - Irrigation water main from meter.
  - Irrigation controller.
  - Irrigation drip system.
  - Tree bubblers for two 36" box trees.
  - 80 lf irrigation mainline water supply.
  - 80 lf irrigation lateral water supply.
  - Terrace planter walls – 18" tall Corten Steel.
  - Soil preparation and planting.
  - 36" box street trees.
  - 24" box trees.
  
- 33-00-50 Site Utilities
  - Trench drainage.
  - 8" SDR pipe and fittings.
  - Sewer / storm drain service connections.

**GENERAL EXCLUSIONS**

1. Cost of overtime.
2. Architectural, engineering or other consultants' fees.
3. Cost of testing and inspection.
4. Cost of bonds.
5. Cost of building permits.

6. Any work in connection with or as a result of the presence of hazardous or contaminated materials.
7. Surveying.
8. Connection fees or deposits for new utility services (storm, sewer, electrical, water).

**EXCLUSIONS IN BETTER STREET IMPROVEMENTS SCHEME**

1. C.I.P. Driveway.
2. Trench drainage.
3. Storm drain and sewer connections.
4. Bike racks.
5. Custom wood benches.
6. Concrete event stage.
7. Event stage / power.
8. Stage / event mast lighting.
9. Art lighting.
10. Irrigation water meter and service connection.
11. Irrigation controller.
12. Irrigation drip system.
13. Clearing and grubbing.
14. Terrace planter walls.
15. Wood timber seating.
16. Concrete stairs.
17. Concrete terraces (bleacher seating).
18. Planting.
19. 24' box trees.

**ESTIMATE #1 - REVISION 3**  
CONCEPTUAL ESTIMATE  
Up Urban, Inc.

PCCLP Project #2014021  
Dogpatch Arts Plaza  
951-999 Indiana Street  
San Francisco, California

This is a conceptual estimate made in advance of final plans, specifications, subcontractor's bids, or review by the various city agencies. It is based on work proceeding at this time and is intended for preliminary budgeting purposes only.

JH: mmc

Enclosures

cc: Nathan Dunn, PCCLP  
Si Durney, PCCLP  
Jeff VanDeWyngaerde, PCCLP

p:\2014\2014021 dogpatch arts plaza\team\est-001rev3-ce.doc

PLANT CONSTRUCTION COMPANY, L.P.

By   
Josh Hecock, As Agent



<i>phase</i>	<i>item description</i>	<i>quantity</i>	<i>rate</i>	<i>total</i>	<i>notes</i>
<b>02-41-10</b>	<b>Non-Structural Demolition</b>				
	Curb & gutter	195 lf	15.00	2,925	
	Concrete SW	2,752 sf	5.00	13,760	
	Remove street AC	5,888 sf	5.00	29,440	
	<b>Non-Structural Demolition</b>			<b>46,125</b>	
<b>02-95-00</b>	<b>Surface Preparation</b>				
	Surface preparation & compaction	8,640 sf	0.50	4,320	Not on QTO provided
	Off haul 6" (assumes 1' new section)	160 cy	65.00	10,400	Not on QTO provided
	<b>Surface Preparation</b>			<b>14,720</b>	
<b>03-30-00</b>	<b>Concrete</b>				
	6" curb & gutter	150 lf	35.00	5,250	
	Pedestrian curb ramps	2 ea	3,500.00	7,000	
	Driveway	1 ea	7,500.00	7,500	
	Concrete event stage	850 sf	50.00	42,500	
	Stair	42 rsr	500.00	21,000	
	Terraces	1,500 sf	25.00	37,500	
	Retaining wall at bleachers	100 lf	35.00	3,500	Not on QTO provided, assumed limited for grade variation
	<b>Concrete</b>			<b>124,250</b>	
<b>12-00-50</b>	<b>Furnishings</b>				
	Bike racks	6 ea	1,000.00	6,000	
	Custom wood bench	5 ea	9,000.00	45,000	
	Wood timber seating	200 lf	75.00	15,000	
	Moveable cafe tables and chairs	12 set	200.00	12,000	External pricing provided by Up Urban
	<b>Furnishings</b>			<b>78,000</b>	
<b>26-00-50</b>	<b>Electrical Systems</b>				
	Electrical main panel and distribution	1 ls	15,000.00	15,000	Meter and City fees by others
	Event / stage power	4 ea	3,500.00	14,000	
	<b>Electrical Systems</b>			<b>29,000</b>	
<b>26-50-00</b>	<b>Lighting</b>				
	Stage / event mast lighting	1 ea	20,000.00	20,000	
	Pedestrian street lighting	6 ea	7,500.00	45,000	
	Art lighting	8 ea	3,500.00	28,000	
	<b>Lighting</b>			<b>93,000</b>	
<b>31-00-50</b>	<b>Earthwork</b>				
	Clear and Grub	6,000 sf	1.25	7,500	
	Grading & off haul	111 cy	65.00	7,215	
	<b>Earthwork</b>			<b>14,715</b>	
<b>32-12-10</b>	<b>Paving</b>				
	Precast pedestrian pavers & concrete flatwork	3,223 sf	40.00	128,920	No flatwork quantity provided, drawing indicates flatwork on either end
	Precast vehicular pavers	4,806 sf	45.00	216,270	Complete with base and drainage
	AC patching	150 lf	60.00	9,000	Assumes 12" at curb cut
	<b>Paving</b>			<b>354,190</b>	
<b>32-88-00</b>	<b>Landscaping and Irrigation</b>				



<i>phase</i>	<i>item description</i>	<i>quantity</i>	<i>rate</i>	<i>total</i>	<i>notes</i>
<b>32-88-00</b>	<b>Landscaping and Irrigation</b>				
	Irrigation main from meter	1 ea	7,500.00	7,500	Meter and City fees by others
	Controller	1 ea	5,000.00	5,000	
	Drip system	1 ea	10,000.00	10,000	
	Tree bubblers	2 ea	350.00	700	
	Mainline	80 lf	150.00	12,000	
	Lateral line	80 lf	85.00	6,800	
	Streetscape planting	75 ea	75.00	5,625	
	18" tall terrace wall	536 lf	150.00	80,400	Corten Steel
	Soil preparation	4,500 sf	1.00	4,500	
	Planting	4,500 sf	2.00	9,000	
	24" box trees	16 ea	1,000.00	16,000	
	Irrigation	4,500 sf	1.00	4,500	
	Street tree - 36" box	2 ea	1,500.00	3,000	
	<b>Landscaping and Irrigation</b>			<b>165,025</b>	
<b>33-00-50</b>	<b>Site Utilities</b>				
	Trench drainage	114 lf	100.00	11,400	
	8" SDR piping	1 ls	5,000.00	5,000	No quantity provided, item not shown
	Storm / Sewer connections	1 ea	10,000.00	10,000	City fees by others
	<b>Site Utilities</b>			<b>26,400</b>	

<i>description</i>	<i>rate</i>	<i>grand total</i>
<b>Raw Cost of Work</b>		<b>945,425</b>
Gen.Expenses + Temp.Construct	12.000 %	113,451
Contingency	5.000 %	52,944
Insurance	1.000 %	11,804
SF Gross Receipts Tax	0.050 %	590
Contractor's Fee	5.000 %	56,211
<b>Total</b>		<b>1,180,425</b>



<i>description</i>	<i>quantity</i>	<i>unit cost</i>	<i>total</i>	<i>notes</i>
<b>02-41-10 Non-Structural Demolition</b>				
Curb & gutter	105 lf	15.00	1,575	
Concrete SW	666 sf	5.00	3,330	
Remove street AC	2,064 sf	5.00	10,320	
<b>Non-Structural Demolition</b>			<b>15,225</b>	
<b>02-95-00 Surface Preparation</b>				
Surface preparation & compaction	2,730 sf	0.50	1,365	Not on QTO provided
Off haul 6" (assumes 1' new section)	38 cy	65.00	2,470	Not on QTO provided
<b>Surface Preparation</b>			<b>3,835</b>	
<b>03-30-00 Concrete</b>				
6" curb & gutter	150 lf	35.00	5,250	
Pedestrian curb ramps	1 ea	3,500.00	3,500	
<b>Concrete</b>			<b>8,750</b>	
<b>12-00-50 Furnishings</b>				
Moveable cafe tables and chairs	7 set	1,000.00	7,000	External pricing provided by Up Urban
<b>Furnishings</b>			<b>7,000</b>	
<b>26-00-50 Electrical Systems</b>				
Electrical main panel and distribution	1 ls	15,000.00	15,000	Meter and City fees by others
<b>Electrical Systems</b>			<b>15,000</b>	
<b>26-50-00 Lighting</b>				
Pedestrian street lighting	4 ea	7,500.00	30,000	
<b>Lighting</b>			<b>30,000</b>	
<b>32-12-10 Paving</b>				
Precast pedestrian pavers & concrete flatwork	2,378 sf	40.00	95,120	No flatwork quantity provided, drawing indicates flatwork on either end
AC patching	150 lf	60.00	9,000	Assumes 12" at curb cut
<b>Paving</b>			<b>104,120</b>	
<b>32-88-00 Landscaping and Irrigation</b>				
Irrigation main from meter	1 ea	7,500.00	7,500	Meter and City fees by others
Controller	1 ea	5,000.00	5,000	
Drip system	1 ea	10,000.00	10,000	
Tree bubblers	1 ea	350.00	350	
Mainline	20 lf	150.00	3,000	
Lateral line	80 lf	85.00	6,800	
Streetscape planting	75 ea	75.00	5,625	
Street tree - 36" box	1 ea	1,500.00	1,500	
<b>Landscaping and Irrigation</b>			<b>39,775</b>	

<i>description</i>	<i>rate</i>	<i>grand total</i>
<b>Raw Cost of Work</b>		<b>223,705</b>
Gen.Expenses + Temp.Construct	12.000 %	26,845
Contingency	5.000 %	12,527



Insurance	1.000 %	2,793	
SF Gross Receipts Tax	0.050 %	140	
Contractor's Fee	5.000 %	13,300	
<b>Total</b>			<b>279,310</b>

## Decompression Plaza Cost Item and Quantity Comparison

12/5/2013

ITEM	Description			Unit	Unit Cost		
		No Plaza	Plaza			No Plaza	Plaza
		QTY	QTY			Total Cost	Total Cost
<b>Demolition</b>							
	Removal of existing sidewalk and street	2730	8640	SF			
	Remove Curb and Gutter	105	195	LF	8.00	\$ 840.00	\$ 1,560.00
	Remove Concrete SW	2064	2752	SF	2.00	\$ 4,128.00	\$ 5,504.00
	Remove AC Street (subbase condition unknown)		5888	SF	1.00	\$ -	\$ 5,888.00
<b>PAVING (Note Paving includes Subgrade Prep, Sub Base and Paving)</b>							
<b>Pedestrian Paving (sf)</b>							
	High Quality Precast Concrete or Asphalt Concrete Paver	Stepstone or Hanover Pavers	2378	3223	SF	40.00	\$ 95,120.00 \$ 128,920.00
<b>Vehicular Paving (sf) (Thicker Basecourse and Paving Section )</b>							
	High Quality Precast Concrete or Asphalt Concrete Paver	Stepstone or Hanover Pavers	0	4806	SF	47.00	\$ - \$ 225,882.00
<b>Curb and Curb Ramps</b>							
	6" Curb and Gutter	C.I.P. Concrete Curb- SF DPW standard	150	122	LF	36.00	\$ 5,400.00 \$ 4,392.00
		C.I.P. Concrete Curb Ramp and Det. Warning tiles SF					
	2 Pedestrian Curb Ramps	DPW standard	1	2	EA	2,000.00	\$ 2,000.00 \$ 4,000.00
	Driveway 12' length	C.I.P. Concrete Driveway- SF DPW standard	0	1	EA	2,000.00	\$ - \$ 2,000.00
<b>Drainage</b>							
	Trench/slot drain (lf)	Aco Trench Drain body with Cast Iron Grate	0	114	LF	160.00	\$ - \$ 18,240.00
	8" SDR Pipe and Fitting					60.00	\$ - \$ -
	Connection to SD/Sewer system		0	1	EA	1,500.00	\$ - \$ 1,500.00
<b>Furnishings</b>							
	Bike Racks	City of SF Standard	0	6	EA	1,500.00	\$ - \$ 9,000.00
	Custom Wood Bench 10' long x 20" wide	Custom fabricated, monolithic reclaimed timber	0	5	EA	8,000.00	\$ - \$ 40,000.00
	Moveable Café Tables & Chairs	3' Dia Steel Table and 4 Café Chairs Each Set	7	12	EA	1,000.00	\$ 7,000.00 \$ 12,000.00
<b>Site Elements</b>							
	Concrete Event Stage (18" tall)	CIP Concrete, Integral Color, Sandblast Finish	0	850	SF	40.00	\$ - \$ 34,000.00
<b>Trees/Planting</b>							
	Street Tree 36" Box	<i>Albizia julibrissin</i> - Silk Tree	1	2	EA	750.00	\$ 750.00 \$ 1,500.00
	Streetscape Shrub Planting	Stormwater Garden at Building Edge	75	75	EA	32.00	\$ 2,400.00 \$ 2,400.00
<b>Site Power</b>							
	Event/Stage Power	Power box sized for stage/events (\$'s depend on size)	0	4	EA	40,000.00	\$ - \$ 160,000.00
<b>Lighting</b>							
	Stage/Event Mast Light	20-30ft Pole with directional spot lights	0	1	EA	20,000.00	\$ - \$ 20,000.00
	Pedestrian Site Lighting	Pedestrian pole lights at 19th St./Plaza	4	6	EA	7,250.00	\$ 29,000.00 \$ 43,500.00
	Art Lighting	Uplights and/or Bldg. Mounted Spot lights	0	8	EA	5,000.00	\$ - \$ 40,000.00
<b>Plaza Irrigation</b>							
	Meter/Service	Valve only, no meter, service, fees and alike	0	1	EA	7,500.00	
	Controller		0	1	EA	6,000.00	\$ - \$ 6,000.00
	Drip System				SF	3.50	\$ - \$ -
	Tree Bubblers		1	2	EA	10.00	\$ 10.00 \$ 20.00
	Mainline		20	80	LF	8.00	\$ 160.00 \$ 640.00
	Lateral Line		80	80	LF	6.50	\$ 520.00 \$ 520.00
<b>Caltrans ROW Improvements</b>							
	Clear and Grubb		0	6000	SF	0.15	\$ - \$ 900.00
	Grading	Cut for Terraces	0	50	CY	50.00	\$ - \$ 2,500.00
	Terrace Wall/Planters	18" Tall Corten Steel or Timber Terrace Wall	0	536	LF	200.00	\$ - \$ 107,200.00
	Wood Timber Seating	Timber Planks or Harwood Decking	0	200	LF	40.00	\$ - \$ 8,000.00
	Concrete Stair	CIP Concrete, Integral Color, Sandblast Finish	0	184	SF	50.00	\$ - \$ 9,200.00
	Concrete Terraces		0	1500	SF	42.00	\$ - \$ 63,000.00
	Soil Preparation		0	4500	SF	1.00	\$ - \$ 4,500.00
	Planting		0	4500	SF	7.00	\$ - \$ 31,500.00
	24" Box Trees		0	16	EA	425.00	\$ - \$ 6,800.00
	Irrigation		0	4500	SF	3.00	\$ - \$ 13,500.00
						NO PLAZA	PLAZA (w CalTrans)
Subtotal:						\$147,328	\$1,014,566
Property Liability and Damage Insurance						\$1,621	\$11,160
Builders Risk						by owner	by owner
Nibbi Fee (Overhead & Profit)						\$14,895	\$82,058
Nibbi Payment and Performance Bond						n/a	n/a
City of SF Business Tax						\$614	\$4,155
Construction Contingency						\$3,683	\$25,364
Design Contingency						\$7,366	\$50,728
Total:						\$175,507	\$1,188,032

# ATTACHMENT 5: Dogpatch Arts Plaza Maintenance Plans

## **CASE NO. 2014.0092U - 650 Indiana Street In-Kind Agreement**

### Attachment 5: Dogpatch Arts Plaza Maintenance Plans

## **Dogpatch Arts Plaza Maintenance Plans: Two Options**

### **Maintenance Overview**

Appendix A shows a maintenance cost estimate for Dogpatch Arts Plaza that was provided by MJM Management Group, a premier public space management company that maintains both Union Square, Yerba Buena Gardens, and the Mission Bay open space system. They have estimated that the annual maintenance cost would be \$37,270, including routine landscaping, daily sweeping, monthly power-washing, and additional maintenance and repair as needed.

### **Preferred Approach: The Green Benefits District Maintenance Plan**

Our preferred maintenance plan is for the proposed Dogpatch & Northwest Potrero Hill Green Benefits District (GBD) to assume primary responsibility for daily maintenance and operations. The GBD is an innovative new assessment district currently in the midst of a rigorous formation process, an effort championed by a committee of dedicated Dogpatch neighbors with UP Urban as a consultant. A top priority of the GBD is to provide long-term funding for the maintenance of public spaces in Dogpatch, just like this one. If approved in July, the GBD would begin collecting assessments and providing maintenance in January 2015.

The estimated annual budget for the GBD is \$428,039, of which \$142,156 will be dedicated to maintenance. Once completed in 2016, the residential development at 660-90 Indiana is expected to add roughly \$12,110 to that total. The annual maintenance cost for the Dogpatch Arts Plaza would fit easily within the current GBD budget, which will continue to grow with new development.

### **“Back-up” Approach: Café-as-Plaza-Steward Maintenance Plan**

As illustrated in the design packet, 1700-SF of ground floor space in 660 Indiana, adjacent to the future plaza, is being reserved for an “arts café.” Regardless of the maintenance plan, Build Inc., the project sponsor for the development, is committed to locating a tenant that is eager to support plaza activities and to promote the arts and community engagement within the café itself.

Should the Dogpatch Green Benefits District fail to form in July 2014, the alternate maintenance plan for the plaza is to require the café tenant in 660 Indiana to serve as plaza steward. In this scenario, Build Inc. would write plaza maintenance into the café lease and reduce the rental rate accordingly, to essentially internalize the maintenance costs.

To ensure the feasibility of this alternative, we sought input from CBRE’s Laura Sagues, one of the Bay Area’s premier retail brokers. Based on her expert knowledge of San Francisco

## CASE NO. 2014.0092U - 650 Indiana Street In-Kind Agreement

### Attachment 5: Dogpatch Arts Plaza Maintenance Plans

markets, and Dogpatch in particular, Laura gave a conservative estimate of \$24-\$36/SF/year, which would more than cover the maintenance of the plaza. The table below uses the median rental rate provided by our consultant to show how a reduced rental rate would allow a café tenant to maintain the plaza without creating prohibitive overhead costs.

<i>Estimated Market Rent as of Feb 2014 (monthly)</i>	<i>\$4,200</i>
<i>Estimated Plaza Maintenance Cost (monthly)</i>	<i>\$3,105</i>
<i>Effective Rent, Net Maintenance Obligation (monthly)</i>	<i>\$1,095</i>

Build Inc. is willing to commit voluntarily to a condition of Planning Commission approval that would obligate the café to meet minimum maintenance requirements until a long-term maintenance steward is found.

#### **Sample Maintenance Requirements to be written into Café Lease:**

- Monthly power-washing
- Daily sweeping & spot-cleaning
- Routine landscaping, including yearly tree pruning
- Outdoor furniture upkeep
- Additional maintenance as needed

#### **Tenant Steward Precedent:**

The Blue Bottle kiosk in Linden Alley is currently part of a "Friends of Living Alley" cohort that supports maintenance for the Alley. Blue Bottle pays 1/3 of the roughly \$600/month cost of keeping the alley clean and maintaining the landscaping. While this example is a much smaller scope than the plaza, the art café would also be a significantly larger establishment than the Blue Bottle Kiosk, and this serves as a successful precedent for this kind of stewardship model.

# Appendix A

## Dogpatch Arts Plaza Yearly Maintenance Estimate of Costs

Provided by MJM Management Group

		Yearly	Notes
Landscaping Maintenance	Trees	\$11,400	
	Shrubbery	\$1,750.00	
Plaza Janitorial Maintenance		\$3,600.00	
Facility Personnel		\$7,920.00	Time to include travel from SF location Inspect and troubleshoot lamps, light fixtures, bollards, site fixtures. Paint fixtures and furniture as needed.
4 hours	144 hours		
Vehicle		\$ 7,800.00	Cost for fuel, Ins, maint. Necessary to carry equipment and materials to and from site
Lighting Supplies		\$ 1,800.00	
Electrical Supplies		\$ 600.00	
Paver Supplies		\$ 1,200.00	
Paint Supplies		\$ 1,200.00	
Backflow Prevention		\$250 yr.	Includes maintenance and supervision
	<b>Total</b>	<b>\$37,270.00</b>	

\*Water and electrical service not in estimates

# ATTACHMENT 6: 650 Indiana Street Community Plan Exemption (CPE) 2012.1574E



# SAN FRANCISCO PLANNING DEPARTMENT

## Certificate of Determination EXEMPTION FROM ENVIRONMENTAL REVIEW

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

*Case No.:* 2012.1574E  
*Project Address:* 650 Indiana Street  
*BPS Nos.:* Not applicable  
*Zoning:* Urban Mixed Use (UMU) Zoning District  
58-X Height and Bulk District  
*Block/Lot:* 4041/009  
*Lot Size:* 26,600 square feet  
*Project Sponsor:* Michael Yarne, Build, Inc. – (415) 551-7612  
*Staff Contact:* Tania Sheyner – (415) 575-9127  
Tania.Sheyner@sfgov.org

### PROJECT DESCRIPTION

The proposed project would include demolition of all existing structures on the project site and construction of an approximately 97,000-gross-square-foot (gsf) development, consisting of 94,500 gsf of residential uses (for a total of 111 residential units) and approximately 1,900 gsf of ground-floor neighborhood-serving retail uses, as well as approximately 11,700 sf of open space and an approximately 23,400 gsf semi-subterranean parking garage and conversion of the existing terminus of 19<sup>th</sup> Street to a public plaza.

[Project Description continued on next page]

### EXEMPT STATUS

Exempt per California Environmental Quality Act (CEQA) Guidelines Section 15183 and California Public Resources Code (PRC) Section 21083.3.

### DETERMINATION

I do hereby certify that the above determination has been made pursuant to state and local requirements.

Sarah B. Jones, Environmental Review Officer

March 28, 2014  
Date

c: Michael Yarne, Project Sponsor; Supervisor Malia Cohen, District 10; Diego Sanchez, Current Planning Division; Virna Byrd, M.D.F.; Exemption/Exclusion File

# ATTACHMENT 7: Eastern Neighborhoods CAC Resolution

**Citizens Advisory Committee of the  
Eastern Neighborhoods Plan,  
City and County of San Francisco**

**Meeting Minutes**

**Planning Department - Room 431  
1650 Mission St.**

**Monday, February 10, 2014**

**6:00 PM**

**Regular Meeting**

Committee Members Present:

Chris Block, Walker Bass, Joe Boss, Cyndy Comerford, Keith Goldstein, Bruce Kin Huie, Henry Karnilowitz, Julie Leadbetter, Toby Levy, Robert Lopez, Fernando Martí, Arthur Reis, Alisa Shen, Kate Sofis

Committee Members Not Present:

Oscar Grande, Dan Murphy, Kristian Ongoco

Staff Present:

Mat Snyder, Planning Department; Kimia Haddadan, Lisa Chen, Planning Department; Jon Lau, Office of Economic and Workforce Development

- 
1. Announcements and Review of Agenda.
  2. Review and Approve Minutes from the January 13, 2014 CAC Meeting.

ACTION: To approve Minutes from the January 13, 2014 Meetings.  
MOTION: Huie SECOND: Bass  
AYES: Block, Bass, Boss, Comerford, Goldstein, Karnilowitz, Huie, Leadbetter, Levy, Lopez, Martí, Reis, Shen, Sofis  
NOES: [none]  
ABSENT: Grande, Murphy, Ongoco,  
MOTION NO.: 2014-02-01

3. In-Kind Agreement for Decompression Plaza at 650 Indiana Street. Presentation by the Project Sponsor for 650 Indiana Street proposing to construct a plaza at 19<sup>th</sup> Street and Indiana Street as an in-kind agreement, followed by comment and potential action.

ACTION: To approve the in-kind agreement under “Scenario A” as provided in the presentation at a level of \$565,100.

MOTION: Goldstein SECOND: Huie

AYES: Block, Bass, Comerford, Goldstein, Karnilowitz, Huie, Leadbetter, Levy, Lopez, Martí, Reis, Shen, Sofis

NOES: [none]

ABSENT: Grande, Murphy, Ongoco,

RECUSAL; Boss

MOTION NO.: 2014-02-02

*[Remainder of meeting minutes omitted]*

# ATTACHMENT 8: San Francisco Arts Commission – Civic Design Review Committee Approval Letter

**San Francisco  
Arts Commission**

Edwin M. Lee  
Mayor

Tom DeCaigny  
Director of  
Cultural Affairs

Programs:  
Civic Art Collection  
Civic Design Review  
Community Arts & Education  
Cultural Equity Grants  
Public Art  
SFAC Galleries  
Street Artist Licensing

25 Van Ness Avenue, Ste. 345  
San Francisco, CA 94102  
tel 415-252-2590  
fax 415-252-2595  
sfartscommission.org  
facebook.com/sfartscommission  
twitter.com/SFAC



City and County of  
San Francisco

February 20, 2014

To Whom It May Concern:

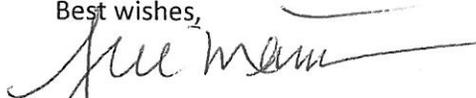
UP Urban, CMG Landscape Architects, and Build Inc., project sponsor for the 660-690 Indiana Residential Development, came before the Civic Design Review Committee of the San Francisco Arts Commission on January 13<sup>th</sup> to present the schematic design for the proposed Dogpatch Arts Plaza. The Civic Design Review Committee was established by City Charter to ensure excellence in the design of any structure placed upon public property. The proposed plaza would be located in the public right-of-way on 19<sup>th</sup> Street at Indiana Street, and this presentation began the three-phase process of Civic Design Review for the project.

Committee Chair Cass Calder Smith and Commissioners Chow, Stryker and Ordenana were in attendance along with Director of Cultural Affairs Tom DeCaigny. The project was first brought before the Committee in December, in a voluntary, informal presentation. The commissioners received the project positively then, and in January, continued to express their enthusiasm for the project, describing it as "beautifully conceived" and as having a "sophisticated simplicity." There was a general consensus among the commissioners that they were pleased with the progression of the design, and they continued to express support for what one commissioner referred to as the blurring of public and private space, an integral part of the project's design intent.

On February 3<sup>rd</sup>, the full Arts Commission voted unanimously to approve Phase 1 of the design for Dogpatch Arts Plaza. UP will return to the Committee in March to present the design development for the plaza. We are excited to see how the project will progress during this time period. It is enervating for the Commissioners to see a fresh and innovative approach to the design of a space that will serve both public and private purposes.

Please feel free to contact me if I may provide any additional information as the project proceeds through the formal Civic Design Review process.

Best wishes,



Jill Manton  
Director, Public Art Trust and Special Initiatives  
San Francisco Arts Commission  
25 Van Ness Avenue, Suite 345  
San Francisco, CA 94102

# ATTACHMENT 9: Dogpatch Arts Plaza Advisory Board Members

## **CASE NO. 2014.0092U - 650 Indiana Street In-Kind Agreement**

### Attachment 9: Dogpatch Arts Plaza Advisory Board Members

#### Dogpatch Arts Plaza Advisory Board Members

UP Urban, CMG Landscape Architecture and Build Inc. worked together to conduct extensive community outreach for the proposed Dogpatch Arts Plaza.

UP Urban also worked to coalesce an advisory board for the plaza, which is made up of the following neighbors and local business owners, as well as arts advocates and representatives from potential arts programming partners.

#### **Neighbors & Community Members:**

Susan Eslick, *VP of Dogpatch Neighborhood Association (DNA)*

Patricia Kline, *editor of indogpatch.com*

Scott R. Kline, *photographer; Dogpatch resident*

Charlie Nucci, *Charlie Nucci Photography; DNA member*

Alex Goretsky, *owner of La Stazione Coffee & Wine Bar; DNA member*

Alisha Holloway, *Dogpatch resident*

David Shulman, *VP of Finance, Obscura Digital; member, Five Ton Crane*

#### **Arts Advocates & Institutions**

Heather White, *Managing Director, Burning Man Project*

JoAnn Edwards, *Executive Director, Museum of Craft & Design*

Steven Ra\$pa, *Arts Advocate & Community Events Producer*

David Meckel, *Architect & Arts Advocate; Dean, CCA*

# ATTACHMENT 10: Public comments



April 14, 2014

To Whom It May Concern:

Please consider this letter my support of the proposed Dogpatch Arts Plaza at Indiana and 19<sup>th</sup> Streets.

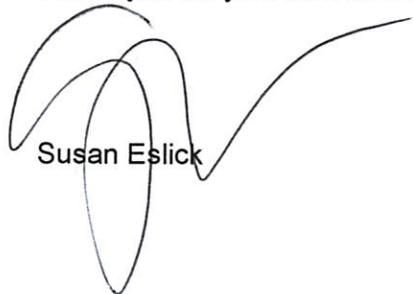
As a long time resident of Dogpatch, and an elected representative of the Dogpatch Neighborhood Association, I am often communicating directly with developers to encourage them to create additional open space, as well as places of community engagement and interaction. The Dogpatch Arts Plaza is an exciting opportunity to address these needs.

I am impressed and excited by the way the design of the proposed plaza builds on the artistic and industrial heritage of Dogpatch in a unique and modern way, and I'm happy to see that the plaza would engage with existing nearby public spaces, such as Esprit Park and the eventual Crane Cove Park.

In the scope of "open space" this is a small project but it will have a huge impact on our community and, I believe be a draw for others living outside of the neighborhood.

I fully support this project, and the use of an in-kind impact fee to help fund it, and encourage the Eastern Neighborhoods Citizens Advisory Committee to consider recommending this project to the City Planning department.

Thank you for your consideration.

  
Susan Eslick



May 6, 2014

To Whom It May Concern:

As the Cofounder and Executive Director of the Museum of Craft and Design (MCD), it is my pleasure to write a letter in support of the proposed Dogpatch Arts Plaza at 19<sup>th</sup> Street and Indiana Street.

The Museum of Craft and Design moved to the Dogpatch neighborhood just over one year ago. From our new, permanent home on Third Street, we pursue our mission to actively explore contemporary craft and design in everyday life. MCD organizes and hosts exhibitions for a broad audience, engaging community, and encouraging creative expression for all. I am thrilled by the possibility of having a permanent, publicly accessible outdoor gallery in the neighborhood, and think that the Dogpatch Arts Plaza would contribute positively and uniquely not only to the immediate community, but to broader San Francisco. Should the plaza be built, I envision great possibilities for a partnership between the Museum of Craft and Design and the Plaza's managing organization, and am eager to be involved in helping to program the space.

The Museum of Craft and Design fully supports this project, and the use of impact fees to help fund it. I encourage the Planning Commission to approve the project and an in-kind agreement with the Project Sponsor, as recommended by the Eastern Neighborhoods Citizens Advisory Committee.

Thank you,

A handwritten signature in black ink, appearing to read "JoAnn Edwards".

JoAnn Edwards

Executive Director

STEVEN B. KAPLAN  
board chair

DIANNE DUBOIS  
treasurer

LAWRENCE MENDENHALL  
secretary

ALICIA GROSSMAN  
asst secretary

ALEXA ARENA

ANDY ASTOR

DAVID GAUGER

CHLOE HARRIS

GRACE HAWTHORNE

CHRIS MOTLEY

BABETTE PINSKY

PHIL SCHLEIN

VICTOR SHIN

BARBARA WALDMAN

JOANN EDWARDS  
executive director

# Burning Man Project

Catalyst for creative culture in the world

660 Alabama St.  
San Francisco, CA 94110

February 6, 2014

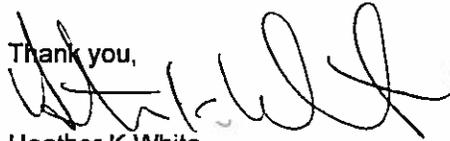
To Whom It May Concern:

As the Managing Director of Burning Man Project, it is my pleasure to write a letter in support of the proposed Dogpatch Arts Plaza at 19<sup>th</sup> Street and Indiana Street.

Burning Man Project is a non-profit which aims to support and promote the Burning Man cultural movement, particularly in the areas of the arts and civic engagement. Burning Man Project believes the Dogpatch Arts Plaza to be an exciting project, with the potential to create deep community engagement and activity surrounding the arts.

Burning Man Project supports this project and we encourage the Eastern Neighborhoods Citizens Advisory Committee to lend its support to the Dogpatch Arts Plaza as well.

Thank you,

  
Heather K White  
Managing Director

February 7, 2014

To Whom It May Concern:

As the Founding Executive Director of the FOR-SITE Foundation, it is my pleasure to write a letter on behalf of our organization in support of the proposed Dogpatch Arts Plaza at 19<sup>th</sup> Street and Indiana Street.

FOR-SITE Foundation is dedicated to the creation, understanding, and presentation of art about place, and has a successful ten-year history of exhibitions and commissions, artist residencies, and education programs. Based on our extensive experience and knowledge of both place-based art and the state of public art in San Francisco, we believe the Dogpatch Arts Plaza to be a valuable opportunity to create a permanent, accessible, and engaging community platform for public art.

FOR-SITE Foundation is pleased to endorse this project, and strongly encourages the Eastern Neighborhoods Citizens Advisory Committee to consider recommending the proposed in-kind agreement to the Planning Commission.

Sincerely,



Cheryl Haines  
Founding Executive Director  
FOR-SITE Foundation



22<sup>ND</sup> STREET @ PENNSYLVANIA AVE  
DOGPATCH | POTRERO HILL | SAN FRANCISCO

April 13, 2014

To Whom It May Concern:

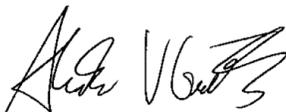
It is my pleasure to write a letter in support of the proposed Dogpatch Arts Plaza at Indiana and 19<sup>th</sup> Streets.

As a resident of Dogpatch and as an active member of the Dogpatch Neighbors Association, I feel strongly about my neighborhood's need for additional open space, as well as places of community engagement and interaction. I believe the Dogpatch Arts Plaza to be an exciting opportunity to address these needs. I am particularly impressed by the way the design of the proposed plaza builds on Dogpatch's artistic and industrial heritage in a unique way, and am happy to see that the plaza would engage with existing nearby public spaces, such as Esprit Park and the eventual Crane Cove Park.

I fully support this project, and the use of impact fees to help fund it. I encourage the Planning Commission to enter into an in-kind agreement with the Project Sponsor, as recommended by the Eastern Neighborhoods Citizens Advisory Committee.

Thank you,

Sincerely,



Alex Goretsky

April 14, 2014

Dear Commissioners,

It is my pleasure to write a letter in support of the proposed Dogpatch Arts Plaza at Indiana and 19<sup>th</sup> Streets.

As a resident of Dogpatch, an active member of the Dogpatch Neighborhood Association, and a lead organizer for the Dogpatch Playground at MUNI's Woods Yard Park, I feel strongly about my neighborhood's need for additional open space, as well as places of community engagement and interaction. I believe the Dogpatch Arts Plaza to be an exciting opportunity to address these needs. I am particularly impressed by the way the design of the proposed plaza builds on Dogpatch's artistic and industrial heritage in a unique way, and am happy to see that the plaza would engage with existing nearby public spaces, such as Esprit Park and the eventual Crane Cove Park.

I fully support this project, and the use of impact fees to help fund it. I encourage the Planning Commission to approve the project and an in-kind agreement with the Project Sponsor, as recommended by the Eastern Neighborhoods Citizens Advisory Committee.

Thank you,

A handwritten signature in black ink, appearing to read "Alisha Holloway". The signature is written in a cursive style with a large, circular flourish at the end.

Alisha Holloway  
DNA Member  
Dogpatch Playground Working Group

April 8, 2014

To Whom It May Concern:

It is our pleasure to write a letter in support of the proposed Dogpatch Arts Plaza at Indiana and 19<sup>th</sup> Streets.

As residents of Dogpatch,, members of the Dogpatch Neighborhood Association and the founders of indogpatch.com -- a neighborhood blog -- we feel strongly about our neighborhood's need for additional open space, as well as places of community engagement and interaction. We believe the Dogpatch Arts Plaza to be an exciting opportunity to address these needs. We are particularly impressed by the way the design of the proposed plaza builds on Dogpatch's artistic and industrial heritage in a unique way, and am happy to see that the plaza would engage with existing nearby public spaces, such as Esprit Park and the eventual Crane Cove Park.

We fully support this project, and the use of impact fees to help fund it. I encourage the Planning Commission to enter into an in-kind agreement with the Project Sponsor, as recommended by the Eastern Neighborhoods Citizens Advisory Committee.

Thank you,

Scott and Patricia Kline  
900 Minnesota Street

April 8, 2014

To Whom It May Concern:

It is my pleasure to write a letter in support of the proposed Dogpatch Arts Plaza at Indiana and 19<sup>th</sup> Streets.

As a resident of Dogpatch, I feel strongly about my neighborhood's need for additional open space, as well as places of community engagement and interaction. I believe the Dogpatch Arts Plaza to be an exciting opportunity to address these needs. I am particularly impressed by the way the design of the proposed plaza builds on Dogpatch's artistic and industrial heritage in a unique way, and am happy to see that the plaza would engage with existing nearby public spaces, such as Esprit Park and the eventual Crane Cove Park.

I fully support this project, and the use of impact fees to help fund it. I encourage the Planning Commission to enter into an in-kind agreement with the Project Sponsor, as recommended by the Eastern Neighborhoods Citizens Advisory Committee.

Thank you,

A handwritten signature in black ink, appearing to read "Brian Hayes Patterson". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Brian Hayes Patterson  
Resident/Owner  
701 Pennsylvania Ave, #202  
San Francisco, CA 94107



*The proposed Dogpatch Arts Plaza would be located on 19th Street, west of Indiana Street. It is designed to function as a "public living room," home to rotating exhibits of large-scale sculpture and murals, as well as public performances and events. Learn more at [dogpatchartsplaza.org](http://dogpatchartsplaza.org)!*

Dear Planning Commission,

I want the Dogpatch Arts Plaza!  
Please help fund this new home for art and much-needed public open space in my neighborhood by approving an in-kind agreement.

Sincerely,

A handwritten signature in black ink that reads "Amy France".

SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

699 Mississippi St  
San Francisco, CA 94107



*The proposed Dogpatch Arts Plaza would be located on 19th Street, west of Indiana Street. It is designed to function as a "public living room," home to rotating exhibits of large-scale sculpture and murals, as well as public performances and events. Learn more at [dogpatchartsplaza.org](http://dogpatchartsplaza.org)!*

Dear Planning Commission,

I want the Dogpatch Arts Plaza!  
Please help fund this new home  
for art and much-needed public  
open space in my neighborhood  
by approving an in-kind  
agreement.

Sincerely,

Mimi Ahn  
616 20th St #420  
SF, CA 94107

SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

*The proposed Dogpatch Arts Plaza would be located on 19th Street, west of Indiana Street. It is designed to function as a "public living room," home to rotating exhibits of large-scale sculpture and murals, as well as public performances and events. Learn more at [dogpatchartsplaza.org](http://dogpatchartsplaza.org)!*

Dear Planning Commission,

I want the Dogpatch Arts Plaza!  
Please help fund this new home  
for art and much-needed public  
open space in my neighborhood  
by approving an in-kind  
agreement.

SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

Sincerely,

  
550 Gene Friend Way  
Mission Bay

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SF Planning Commission  
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SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

Sincerely,

  
867 INDIANA ST

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SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

Sincerely,

Robert Risse  
830 Minnesota St  
S.F. 94107

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SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

Sincerely,

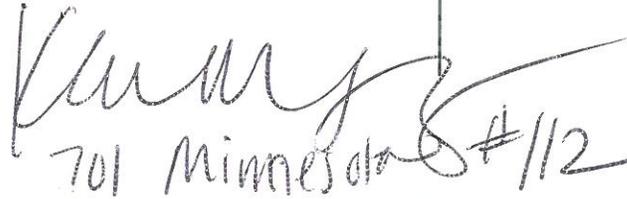
  
F BURGHINO  
801 INDIANA, 94107

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Sincerely,

  
701 Minnesota St #112

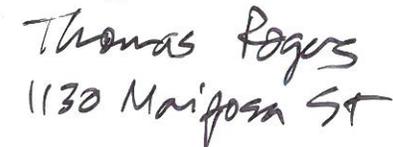
SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

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Sincerely,

  
1130 Mariposa St

SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

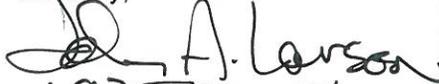
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SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

Sincerely,

  
692 HEREDIA  
SF, CA

I fully support this  
investment in SF Arts!

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SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

Sincerely,

**Girolamo Aliotti**  
701 Pennsylvania Ave #101  
SF, 94107

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Dear Planning Commission,

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Sincerely,

  
5 971 25th St  
SF CA

SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

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Sincerely,



672 Missouri  
SF CA 94107

SF Planning Commission  
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SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

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Dear Planning Commission,

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Sincerely,

Tyler & Amy Kogler  
895 Indiana St  
SF, CA 94107

SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

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Sincerely,

Lesley Grossblatt  
2030 3rd St #16  
SF 94107

SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

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Sincerely,

Robert Fama  
-born in S.F.

SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

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Sincerely,

Adam Ferral-Nunge  
851 Indiana St #502

SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

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SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

Sincerely,

*love it!*  
*MAC Cowell*  
*22nd @ Pennsylvania (690 #120)*  
*94107*

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SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

Sincerely,

*Future Dogpatch residents*  
*[Signature]*

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Sincerely,

Zak Bowen  
946 Wisconsin  
SF CA

SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

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Sincerely,

Melinda Greene  
Frequent dogpatch  
visitor!

SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

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Rob & Ilene Adler  
1011 23<sup>rd</sup> ST  
SF CA 94107

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SF Planning Commission  
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SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

Sincerely,

Audrey Cole  
597 Missouri St.

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SF Planning Commission  
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SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

Sincerely,

  
1087 Tennessee St.  
SF CA 94107

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SF Planning Commission  
C/O Jonas P. Ionin  
SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

Sincerely,

Aikaterini Akasoglou  
755 Tennessee St Apt 9  
San Francisco, CA 94107

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SF Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

Sincerely,

*Lori Roniger*  
Lori Roniger  
805 22nd St., 94107

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1650 Mission Street, Suite 400  
San Francisco, CA 94103

Sincerely,

*DREW ZINGG*  
DREW ZINGG  
755 TENNESSEE  
ST  
SAN FRANCISCO, CA  
94107