

File No. 140411

Committee Item No. 2
Board Item No. 16

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date April 21, 2014

Board of Supervisors Meeting Date April 29, 2014

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER (Use back side if additional space is needed)

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Completed by: Andrea Ausberry Date April 17, 2014
Completed by: A.A. Date 4.23.14

AMENDED IN COMMITTEE

4/21/14

FILE NO. 140411

RESOLUTION NO.

1 Accept and Expend Grant - Nob Hill Foundation - \$350,000

2
3 **Resolution authorizing the Recreation and Park Department to accept and expend a**
4 **grant, of up to \$350,000 from the Nob Hill Foundation, for the design and construction**
5 **of a renovated playground in Huntington Park, for a three-year term, to commence**
6 **upon Board approval.**

7
8 WHEREAS, Huntington Park ("Park") is situated between the blocks of California,
9 Sacramento, Cushman, and Taylor Streets in the neighborhood known as Nob Hill; and

10 WHEREAS, The Nob Hill Foundation ("The Foundation") is a California nonprofit public
11 benefit corporation and acts as the philanthropic arm of The Nob Hill Association ("NHA"), a
12 civic organization created and operated to preserve and improve the Nob Hill neighborhood,
13 and to enhance public understanding, appreciation and enjoyment of this historically
14 significant area of San Francisco; and

15 WHEREAS, The Foundation supports the mission of the Recreation and Park
16 Department ("Rec Park") of providing San Franciscans with enriching recreational activities,
17 maintaining beautiful parks, and preserving the environment for the well-being of its diverse
18 community efforts. The Foundation seeks to support this mission through their philanthropic
19 and creative support of renovating the playground and installing a perimeter fence around the
20 Park; and

21 WHEREAS, In collaboration with Rec Park, the community, and the landscape
22 architecture firm, GLS, the Foundation began working on a conceptual plan to renovate the
23 playground and install a perimeter fence; and

24 WHEREAS, On June 5, 2013 during the final community meeting, the Foundation and
25 GLS presented the revised and final conceptual plan; and

Supervisor Chiu
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1 WHEREAS; At that meeting, community members supported the conceptual plan to
2 install an approximately 5,500 square foot playground, replacing the existing playground
3 structures with a mix of equipment for both younger children, ages 2 to 5 yrs, and older
4 children, ages 5 to 12 yrs; and

5 WHEREAS, The renovated playground will be fully accessible in compliance with
6 disability access laws, and will feature a poured-in-place rubber mat surface for safety, a seat-
7 wall, and plantings; and

8 WHEREAS, At that meeting, community members supported the conceptual plan to
9 install around the Park the original fence from the Huntington Mansion, along with newly
10 fabricated fence designed to replicate the original fence; and

11 WHEREAS, The fence will be fully accessible in compliance with disability laws, and
12 will feature accessible gates and locks; and

13 WHEREAS, The estimated cost to deliver the project is approximately \$1,450,000; and

14 WHEREAS, Rec Park does not have funds available for the renovation, therefore The
15 Foundation intends to provide funds sufficient to implement the conceptual plans; and

16 WHEREAS, The breakdown of the Grant is: a Cash Grant of up to \$40,000 to the
17 Recreation and Parks Department to be used to pay the project management fee and a
18 Grant-In-Kind valued at approximately \$1,409,772 for design and construction services; and

19 WHEREAS, On December 19, 2013, the Recreation and Park Commission approved the
20 conceptual plan, the donor recognition plan and the memorandum of understanding with the
21 Foundation for the design and construction of the conceptual plan, and recommended to the
22 Board of Supervisors to accept and expend the Grant as Resolution No. 1312-006; and

23 WHEREAS, the Nob Hill Foundation and the Recreation and Park Department wish to
24 further consider the fence installation without delay to the renovations of the playground; and
25

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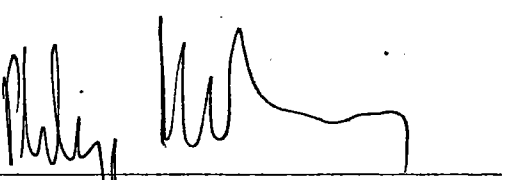
1 WHEREAS, The Department proposes to maximize use of available grant funds on
2 program expenditures by not including indirect costs in the grant budget; now, therefore, be it

3 RESOLVED, That the Board of Supervisors approves a portion of the Grant and
4 authorizes the Recreation and Park Department General Manager to accept and expend up to
5 \$350,000 of the Grant, and to perform all acts required of the City to advance the playground
6 renovation; and be it

7 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
8 indirect costs in the grant budget; and be it

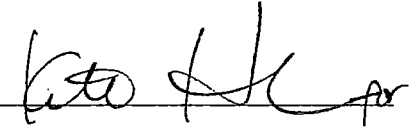
9 FURTHER RESOLVED, That the Board of Supervisors authorizes the Recreation and
10 Park General Manager to enter into any modifications to the Grant that the Recreation and
11 Park General Manager determines, in consultation with the City Attorney, are in the best
12 interests of the City and do not materially increase the obligations or liabilities of the City, are
13 necessary or advisable to effectuate the purposes of the Grant or this Resolution, and are in
14 compliance with all applicable laws, including the City's Charter.

15 Recommended:

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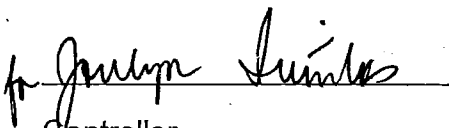
20 General Manager, Recreation and Park Department

21
22 Approved:

23
24 

25 Mayor

Approved:



Controller

Supervisor Chiu
BOARD OF SUPERVISORS



Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Supervisor David Chiu
DATE: February 26, 2014
SUBJECT: Accept and Expend Grant Resolution for the Huntington Park Playground and Fence
GRANT TITLE: Huntington Park Nob Hill Foundation Grant

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant Information form, including disability check list
- Project Budget
- Memorandum of Understanding

Special Timeline Requirements: We would like legislation introduced as soon as possible.

The award will be used for a renovated children's play area and a perimeter fence to Huntington Park.

Departmental representative to receive copy of the adopted resolution:

Name: Abigail Maher Phone: 831-2790

Interoffice Mail Address: Abigail.maher@sfgov.org

Certified copy required: Yes No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient.)

RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution No. 1312-006

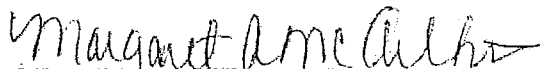
HUNTINGTON PARK PLAYGROUND AND FENCE

RESOLVED, That this Commission does: 1) approve a conceptual plan for the renovation of the playground at Huntington Park and installation of a fence around the perimeter of the Park ("Project"), 2) approve a donor recognition plan for the Project, 3) approve a Memorandum of Understanding with the Nob Hill Foundation ("the Foundation") for the design and construction of the Project, and, 4) recommend that the Board of Supervisors accept and expend a cash grant of up to \$40,000 for the Recreation and Park Project Manager fee and accept an in-kind grant valued at \$1,409,772 of design and construction services for the Project from the Foundation. Approval of this proposed action by the Commission is the Approval Action as defined by S.F. Administrative Code Chapter 31.

Adopted by the following vote:

Ayes	5
Noes	0
Absent	1

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on December 19, 2013.


Margaret A. McArthur, Commission Liaison

File Number: 140239
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Huntington Park
2. Department: The Recreation and Park Department
3. Contact Person: Abigail Maher Telephone: 831-2790
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$1,450,000
- 6a. Matching Funds Required: \$
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: The Nob Hill Foundation
b. Grant Pass-Through Agency (if applicable):
8. Proposed Grant Project Summary: The Nob Hill Foundation proposes to provide a grant to the City of funding and services necessary to renovate the existing children's play area and install new playground structures, and install a perimeter fence.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: December 2013 End-Date: August 2014
- 10a. Amount budgeted for contractual services: \$0
b. Will contractual services be put out to bid? No
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? N/A
d. Is this likely to be a one-time or ongoing request for contracting out? N/A
- 11a. Does the budget include indirect costs? Yes No
b1. If yes, how much? \$
b2. How was the amount calculated?
c1. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain): Not allowed by granting agency.

c2. If no indirect costs are included, what would have been the indirect costs? Force account labor overhead.

12. Any other significant grant requirements or comments:

****Disability Access Checklist** (Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input checked="" type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments: The project conceptual plans were reviewed by Mayor's Office on Disability (MOD) ADA Coordinator. Subsequently, construction drawings will be reviewed and approved for ADA Compliance by MOD ADA Coordinator.

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Paulina Araica
(Name)

ADA Coordinator for Physical Access, Recreation and Park Department
(Title)

Date Reviewed: 1/8/14

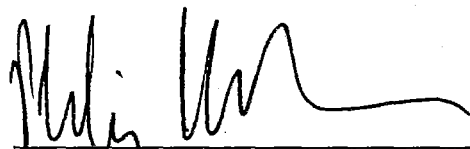

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg
(Name)

General Manager, Recreation and Park Department
(Title)

Date Reviewed: 2/11/14


(Signature Required)

Huntington Park	
Grant Name: The Nob Hill Foundation- \$1,450,000.00	
Budget Category:	Amount:
A. Personnel	\$40,000.00
B. Fringe	\$0.00
C. Travel	\$0.00
D. Equipment	\$0.00
E. Supplies	\$0.00
F. Site Elements	\$250,000
G. Construction	\$1,160,000
	\$1,450,000
H. Indirect Costs	\$0.00
Grant Amount	\$1,450,000

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MEMORANDUM OF UNDERSTANDING

City and County of San Francisco
Recreation and Park Department

and

Nob Hill Foundation

for the

Design and Construction of the Huntington Park Fence and Playground

This Memorandum of Understanding (“MOU”), dated for reference purposes only as _____, 2013, by and among the City and County of San Francisco (“City”), acting through the Recreation and Park Department (“RPD”), and the Nob Hill Foundation (“The Foundation”) a California nonprofit public benefit corporation in San Francisco; collectively referred to herein as the (“Parties”). The purpose of this MOU is to delineate the responsibilities of each of the parties in the design and construction of the Huntington Park Fence and Playground.

RECITALS

- A. RPD operates and maintains real property owned by the City and County of San Francisco between the blocks of California, Sacramento, Cushman, and Taylor Streets, that is described on Exhibit A attached hereto and is commonly referred to as “Huntington Park” (“Property”).
- B. The Foundation is a California nonprofit public benefit corporation under IRC section 501 (c)(3) for purposes of charitable giving and investment. The Nob Hill Association (“NHA”) is a California nonprofit corporation under IRC section 501(c)(4) as a civic league and is an organization created and operated to preserve and improve the San Francisco, California, neighborhood known as Nob Hill, and to enhance public understanding, appreciation and enjoyment of this historically significant area of San Francisco.
- C. At a community meeting held on May 5, 2012, members of the NHA and RPD presented a conceptual site plan as shown on Exhibit B for the design and construction of a renovated playground on the Property (“Playground Conceptual Plan”). At that meeting, community members supported the Playground Conceptual Plan to renovate the existing children’s play area and install an approximately 5,500 square foot playground, replacing the existing playground structures with a mix of equipment for both younger children, ages 2 to 5 yrs, and older children, ages 5 to 12 yrs. The playground will be fully accessible in compliance with disability access laws, and will feature a poured-in-place rubber mat surface for safety and a seat-wall.
- D. At a community meeting held on June 5, 2013, the NHA presented a conceptual site plan as shown on Exhibit B for the design and construction of a perimeter fence on the Property (“Fence Conceptual Plan”). At that meeting, community members supported the Fence Conceptual Plan to install around the Property the original fence from the Huntington Mansion, along with newly fabricated fence designed to replicate the original

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fence ("Fence"). The fence will be fully accessible in compliance with disability access laws, and will feature accessible gates and locks.

- E. The Foundation proposes to provide a gift to the City of funding and services necessary to implement the Playground and Fence Conceptual Plans as shown in Exhibits B, collectively "The Project."
- F. On _____, 2013 by Resolution No. _____, the San Francisco Recreation and Park Commission ("Commission") approved the Playground and Fence Conceptual Plans, approved this MOU, and recommended that the Board of Supervisors accept from the Foundation: (1) an in-kind gift of design and construction services valued at approximately One Million Four Hundred and Nine Thousand Seven Hundred and Seventy Two Dollars (\$1,409,772) for implementation of the Project, and (2) a cash gift of up to \$40,000 to fund the services of one RPD Project Manager to coordinate the design and construction approvals process for the Project (the "Gift"). Such implementation shall include design development, construction documents, construction, change order requests, extra work authorizations, claims for additional cost, construction management services, and all related permits and approvals necessary to implement the Project. Implementation of the Gift is contingent on the NHA's future fundraising efforts. The Foundation intends to provide funds sufficient to implement the Gift regardless of final cost. Acceptance of the Gift from the Foundation is conditioned upon acceptance by the Board of Supervisors.
- G. The funding source for the Project will be private funds. If appropriate, the Foundation may pursue pro bono services to supplement private funds. The Foundation will not rely on public funds to complete the Project, and RPD will not be responsible for any shortfall in funding for the Project.
- a. The Foundation's fundraising campaign will include the sale of bricks and plaques with donor name(s) to recognize donors of \$1,000 or more, subject to the approval by the Commission. The Foundation proposes a Donor Recognition Conceptual Plan as outlined on Exhibit B attached.
- b. The Foundation intends to propose a gift to the City to implement a maintenance fund at a future date and contingent on its fundraising efforts.
- c. The Parties have established a preliminary Project Schedule, which is attached hereto as Exhibit C, and a preliminary Project Budget, which is attached hereto as Exhibit D.
- H. On July 13, 2012, the Planning Department determined that the playground renovation is exempt from environmental review under the California Environmental Quality Act (CEQA) (California Public Resources Code Sections 21000 et seq.) as a Class 2 Exemption (CEQA Guidelines Section 15303). On November __, 2013, the Planning Department amended the exemption for the Project to include the Fence Conceptual Plan and reissued the categorical exemption. Said determination (Case No. 2012.0892E) is on

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file with the Clerk of the Recreation and Park Commission and is incorporated herein by reference.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Term of MOU.** This MOU shall become effective upon approval of this MOU by the City in accordance with applicable City Charter and Code provisions and full execution by the Parties (the "Effective Date") and shall expire, unless otherwise earlier terminated as set forth in Section 11 below, three (3) years from the Effective Date, unless the Parties mutually agree to extend the term (the "Term").
2. **The Project.** The "Project" shall consist of the design and construction services necessary to implement the Playground Conceptual Plan and Fence Conceptual Plan attached hereto as Exhibit B.
3. **Schedule.** The Parties have agreed upon certain milestones as set forth in Exhibit C attached hereto (the "Schedule"). The Schedule may be amended only by mutual written consent of each of the Parties.
4. **Roles and Responsibilities.**

4.1. The City.

A. It is the role of the Commission to:

1. Approve the Playground Conceptual Plan and Fence Conceptual Plan,
2. Approve a donor recognition plan for the Project, including plaques and bricks, which are to conform to the Commission's Gift Policy (Res. No. 0103-042), and
3. Recommend that the Board of Supervisors accept the Gift from the Foundation.

B. Subject to the acceptance of the Gift by the Board of Supervisors, RPD shall provide the following for the Project:

1. **Project Management.** Subject to Foundation delivering to the City the cash gift described in Section 4.2 below, RPD shall provide the services of one RPD Project Manager to perform design review and approval coordination, and construction inspections for the Project. The Project Manager shall assist the Foundation in coordinating necessary City approvals for the Project including, but not limited to, Environmental Review, compliance with disability access laws, and RPD Department and Commission reviews.

2. Maintenance. After completion of construction of the Project and final acceptance by the City, RPD will be responsible for the maintenance of the Project according to the Proposition C¹ park maintenance standards.

C. RPD reserves the right to remove or alter the site improvements to the Property in its sole discretion. However, RPD shall conduct “good faith efforts” to contact the Foundation in advance of removing or altering any major component of the site improvements in order to allow the Foundation the opportunity to restore the site improvements.

4.2 The Foundation.

A. General Obligations.

1. The Foundation shall provide all labor, materials, and project and construction management services necessary for the completion of design and the construction of the Project in accordance with the conceptual and schematic designs set forth in Exhibits B, and the project schedule outlined in Exhibit C. Such services shall include all necessary design services leading to fully permitted Construction Drawings for the Project, and construction management services necessary to build the Project. The Foundation shall be responsible for fully incorporating comments from RPD staff in the Construction Document development. The Foundation shall be responsible for ensuring that the Construction Drawings comply with all applicable laws, statutes, ordinances and governmental rules and regulations, including, without limitation, all federal and state laws governing disability access. The Foundation shall be responsible for obtaining all permits and governmental approvals necessary to complete the Project.

2. The Foundation will select a contractor or contractors of its choice to perform all services relating to design and construction of the Project, subject to the requirements in subsections C and D below. The Foundation will fund all costs associated with its contracts or subcontracts for construction management, design consultation/value engineering, and contractor’s work, and all costs associated with the acquisition of all materials and supplies necessary for the contractor to perform its work. The Foundation will be fully responsible for all payments to all consultants, contractors and subcontractors retained by it and performing work related to the Project at no cost to the City.

3. The Foundation shall provide evidence satisfactory to the City of the acknowledgment of all consultants, contractors and subcontractors, that the City is not financially liable, and shall not be invoiced, for any costs incurred in performing any work related to the Project, except as expressly approved by the City.

¹ Proposition C is codified at Section 16.107 of the San Francisco City Charter.

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4. The Foundation shall deliver the design and construction services free of all liens, easements or claims and shall provide RPD with fully executed waivers and releases from all contractors and subcontractors of all claims against the City, its employees, and agents.

5. The Foundation shall ensure that the completed Project complies with all applicable disability access laws. The Foundation shall also ensure that the renovated playground is inspected by a Playground Safety Inspector with a valid certification from the National Playground Safety Institute, and shall provide RPD with signed documentation of safety compliance certification for the renovated playground.

B. Funding.

1. Cash Gift. The Foundation shall provide RPD with approximately \$40,000 to fund the services of the RPD Project Manager described in Section 4.1(B)(1) above. The Foundation shall provide the funds to RPD in two tranches as follows:

a. Construction Documents Phase: \$10,000, to be delivered to RPD on or before January 30, 2014.

b. Construction Inspection Phase: A minimum of \$10,000 and no more than \$30,000, as determined by RPD Capital Division in its sole discretion, to be delivered to RPD on or before the date that the Foundation receives the Notice to Proceed.

2. On or before the date that the Foundation receives the Notice to Proceed, the Foundation shall certify to RPD that it has in place all funds necessary to complete construction of the Project. If adequate funds have not been raised by such date, construction shall be delayed and shall not commence unless and until the Foundation has obtained all funds necessary to complete construction.

3. The Foundation shall not be liable to RPD, City or any other person to provide funds or services under this MOU except and only to the extent the amounts of such funds or services are provided by the Foundation. Neither the Foundation nor RPD shall be obligated to fund any funding shortfall pursuant to this MOU or any other agreement unless such party expressly so agrees in writing.

C. Architect/Design Professional Contract.

The Foundation's contract with the architect or design professional it hires to design the Project ("Architect") shall include the following terms and conditions:

1. Insurance. Architect shall maintain in force, during the full term of its agreement, insurance in the amounts and coverages specified in Exhibit E, and

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name as an additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

2. Indemnification.

a. General. To the fullest extent permitted by law, Architect shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Architect or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Architect, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

b. Limitations. No insurance policy covering the Architect's performance under this Agreement shall operate to limit the Architect's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Architect assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

c. Copyright infringement. Architect shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Architect's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

3. Construction Phase Support. The Architect shall be retained for the duration of the Project's construction and be required to provide the City with construction support services related to the Project.

4. Code Compliance. The Architect shall comply with requirements of applicable codes, regulations, and current written interpretation thereof published and in effect during the Architect's services. Where there is an irreconcilable discrepancy between any of the above mentioned codes and regulations, the Architect shall identify to RPD the irreconcilable discrepancy, exercise a professional standard of care in determining which code or regulation governs,

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and provide RPD with the basis for its determination. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by the Architect and which result in a substantive change to the Plans, the Architect shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes. The Architect shall be responsible, however, to identify, analyze and report to the City pending changes to codes and regulations that would reasonably be expected to affect the design of the Project, including pending changes to the California building codes and San Francisco Building Code and other amendments.

5. Standard of Performance. The Architect shall acknowledge and agree that the Architect shall perform its services under the agreement in accordance with the professional standard of care applicable to the design and construction administration of projects of similar size and complexity in the San Francisco Bay Area.

D. Construction Contract.

The contract that the Foundation enters into for construction (the "Contract") with a third party contractor (the "Contractor") shall contain the following provisions.

1. Insurance: All Contractors the Foundation selects to perform work on the Project shall maintain in force, during the full Term of this MOU, insurance in the following amounts and coverages:

- a. Workers' Compensation, with Employers' Liability Limits not less than \$1,000,000 each accident; and
- b. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Personal Injury, Products and Completed Operations; and
- c. Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.
- d. Builder's Risk Insurance with limits not less than \$1,000,000 each occurrence.
- e. Professional liability insurance, applicable to the contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services, including but not limited to design and architectural services, to be provided under this MOU.

Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:

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a. Name as Additional Insured the City and County of San Francisco, its Officers and Employees, in the City's role as the owner of the Property with respect to vicarious liability arising from the negligence of the Foundation.

b. That such insurance applies separately to each insured against whom claim is made or suit is brought.

All policies shall provide thirty (30) days' advance written notice to City of cancellation mailed to the address provided below in Section 7, provided, however, that in the event of cancellation for non-payment of premiums, only ten (10) days advance written notice to City shall be provided.

Should any of the required insurance be provided under a claims-made form, the Foundation's contractor shall maintain such coverage continuously throughout the term of this MOU and, without lapse, for a period of three years beyond the expiration of this MOU, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the MOU, such claims shall be covered by such claims-made policies.

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

Before the Contractor commences any operations under this MOU, the Foundation or the Contractor must furnish to City certificates of insurance and additional insured policy endorsements, in form and with insurers satisfactory to City, such insurers shall have an AM Best rating of not less than A-.VIII, and shall be authorized to do business in the State of California; evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City request. Acceptance of insurance coverage shall not diminish the liability of the Foundation.

2. Performance and Payment Bond

a. At the time of execution of the Contract, Contractor shall file with the City the following bonds using the form provided by the City:

i. a corporate surety bond, in a sum not less than 100 percent of the Contract Sum, to guarantee the faithful performance of the Contract ("Performance Bond"); and

ii. a corporate surety bond, in a sum not less than 100 percent of the Contract Sum, to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the Contract ("Payment Bond").

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b. Said Performance Bond shall cover all corrective work required during the correction period, all warranty and maintenance work required by the Contract, and any and all work required to correct latent defects.

c. Corporate sureties issuing these bonds and Bid bonds shall be legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties shall have a current A.M. Best Rating not less than "A-, VIII" and shall be satisfactory to the City.

3. Warranty. The contract shall require that Contractor warrants and guarantees to the City that materials and equipment provided under the Contract will be first-class in quality and new, that the work will be free from defects and of the quality specified, and that the work will conform to the requirements of the Contract Documents. Contractor additionally warrants manufacturers' product warranties as may be required by the Contract Documents.

4. Third Party Beneficiary: the Foundation agrees that in any contract it enters into for the construction of the Project, the City shall be named as a third-party beneficiary, including, without limitation, of all warranties of the work, and as an additional obligee of all required performance bonds.

5. Prevailing Wages: the Foundation will require all Contractors and subcontractors to pay their workers the prevailing rate of wage for the craft or classification of work performed in the demolition of the current Playground, the construction and installation of the new Playground, and the installation of the Fence.

6. Indemnification: The contract with the Contractor shall contain the following requirements:

a. Consistent with California Civil Code section 2782, Contractor shall assume the defense of, indemnify and hold harmless the City, its boards and commissions, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from the performance of the Contract. This indemnification shall not be valid in the instance where the loss is caused by the sole negligence or intentional tort of any person indemnified herein.

b. Contractor acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste or contaminated material as a result of the work performed under this Contract are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, removal, repair, cleanup, restoration, remedial work, penalties, and

finer arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

c. The City shall provide Contractor with prompt written notice after receipt of any claim, action or demand ("claim") made by a third party against the City and/or other indemnified party, provided, however, that no delay on the part of the City or other indemnified party shall relieve Contractor from any obligation hereunder. Contractor shall obtain the City's and other indemnified parties' consent for Contractor's choice of counsel and such consent shall not be unreasonably withheld or delayed, such that any responsive pleadings may be timely filed, and in every instance, within thirty (30) days after City or other indemnified party has given notice of the claim, and provided further that City and other indemnified parties may retain separate co-counsel at their expense and participate in the defense of the claim. If the interests of Contractor and the City and/or other indemnified party conflict and counsel chosen by Contractor cannot, in City's or other indemnified parties' reasonable opinion, adequately represent Contractor, City and/or other indemnified party, then the cost and expense associated with the City and/or other indemnified party retaining separate co-counsel shall be borne by Contractor, otherwise, the cost and expense of separate co-counsel retained by City and/or other indemnified party shall be borne by the City or other indemnified party, as applicable. Subject to Contractor's obligation to reimburse City's and other indemnified parties' costs of same, City and other indemnified parties will assist Contractor in the defense of the claim by providing cooperation, information and witnesses, as needed to the extent there is no material conflict of interest.

- i. So long as Contractor has assumed and is conducting the defense of a claim in accordance with the preceding subparagraph, (i) Contractor will not consent to the entry of any judgment or enter into any settlement with respect to the claim without the prior written consent of City or other indemnified party, as applicable, which consent will not be unreasonably withheld, unless the judgment or proposed settlement involves only the payment of money damages by Contractor and does not impose any obligation upon City and/or other indemnified party in connection with such judgment or settlement and Contractor obtains the full and complete release of City and/or other indemnified parties; and (ii) City and/or other indemnified parties will not consent to the entry of judgment or enter into any settlement without the prior written consent of Contractor.
- ii. If Contractor does not assume and conduct the defense of claim as required above, (i) City or other indemnified party may defend against, and consent to, the entry of any judgment or enter into any settlement with respect to the claim in any manner it reasonably may deem appropriate, and City or other indemnified party need not consult with, or obtain any consent from, Contractor, and (ii) Contractor will remain

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responsible for any losses City and/or other indemnified party may suffer resulting from, arising out of, relating to, in the nature of, of caused by the claim to the fullest extent provided in this Paragraph 6.

5. **Amendments.** This MOU may be amended only by mutual written consent of each of the Parties, executed in the same manner as the original agreement.
6. **Insurance.** Without in any way limiting the Foundation's liability pursuant to the "Indemnification" section of this Agreement, the Foundation must maintain in force, during the full term of this Agreement, insurance in the amounts and coverages specified in Exhibit F, and shall name as an additional insured the City and County of San Francisco, its Officers, Agents, and Employees.
7. **Indemnification.** Subject to any provision in this MOU or in any subsequent agreement entered into hereunder to the contrary, each party agrees to waive claims against and indemnify the other party as follows:

The Foundation agrees to defend, indemnify and hold harmless the City, its officers, employees and agents ("City Indemnitees") from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of the Foundation in connection with this MOU, except those arising by reason of the sole negligence of the City Indemnitees.

City agrees to defend, indemnify and hold harmless the Foundation, their officers, directors, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of City, its officers, employees and agents in connection with this MOU, except those arising by reason of the sole negligence of the Foundation, their officers, directors, employees and agents.

In the event of concurrent negligence of the City, its officers, employees and agents, and the Foundation, their officers, directors, employees and agents, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

The Foundation's obligations under this Section shall survive the expiration or other termination of this MOU.

8. **Public Relations.** The Parties shall use good faith efforts to cooperate on matters of public relations and media responses related to the Project. The Parties shall also use good faith efforts to cooperate with any inquiry by the other Party or by the public in regard to this Agreement. This Agreement, and any report or memorandum between the Parties, shall be subject to the disclosure requirements of the City's Sunshine Ordinance and the California Public Records Act.

Any response to an inquiry by a news or community organization to RPD or the Foundation in reference to the Project shall include a recommendation to contact the

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other Party. Neither RPD nor the Foundation shall issue a press release in regard to this Agreement without providing prior notice to the other party. To facilitate the execution of this Section, RPD and the Foundation have each designated one person as a spokesperson with respect to this Agreement. All media contacts to RPD will be directed to the Director of Policy and Public Affairs at the address provided for RPD in Section 11 below. All media contacts to the Foundation will be directed to Gregory Cheng at the address provided for the Foundation in Section 11 below.

At a time and in a format to be determined by the Parties, RPD and the Foundation may hold at least one joint public event, such as a ground breaking ceremony or ribbon cutting ceremony. At any such event, the Parties shall participate on an equal basis. If RPD or the Foundation holds any other event solely or largely dedicated to the Project, the Parties shall, as time permits, notify the other Party and allow that Party to participate on an equal basis. Materials and collateral for the Project shall be approved by RPD and the Foundation.

Nothing in this Agreement shall prohibit RPD or the Foundation from discussing this Agreement in response to inquiries from the public or the press.

9. **Final Acceptance.** Upon notice from the Foundation that the improvements undertaken are complete, in accordance with the Construction Drawings, and that the Foundation has obtained all necessary regulatory approvals, and upon submission to the City of the waivers and releases and assignments required under this Agreement, RPD shall, within Ten (10) working days of such notice, perform a final inspection. Contingent on conducting this inspection, RPD must receive as-built drawings that are marked-up on hard copy of construction drawings, operating manuals, all warranties and any additional requirements as outlined in the Construction Drawings. In addition, RPD must receive electronic files, preferably CAD files or scanned versions on a compact disc (CD). Upon RPD's inspection and decision to accept the work, RPD will, no later than Seven (7) days from such decision to accept the work prepare a letter of final acceptance (the "Acceptance Letter") addressed to the Foundation. Upon receipt of the Acceptance Letter, the Foundation shall immediately remove all of its property from the Project Site and shall repair, at the Foundation's cost, any damage to the Project Site caused by such removal or caused by the Foundation's construction activities in the Project Site as permitted hereunder, and shall with the exception of the land underneath the improvements and subject to the Construction Drawings, restore the Project Site to its condition prior to construction of the improvements undertaken by the Foundation. Prior to delivery of the Acceptance Letter to the Foundation, the Improvements shall not be open to the public.
10. **Delivery of Improvements.** The Foundation shall deliver the improvements undertaken by the Foundation and their agents free of all liens, easements or potential claims and shall provide RPD fully executed waivers and releases from all contractors and subcontractors hired by the Foundation of all claims against the City, its employees and agents. Upon delivery of the improvements undertaken by the Foundation, The Foundation shall assign to the City any warranties or guaranties required by its contracts

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with the contractors and subcontractors hired by the Foundation. The Foundation shall also assign to the City the right to any available remedies for latent defects.

11. **Early Termination and Notices.** The Foundation may terminate this MOU due to the City's failure to comply with any term of this MOU (including all exhibits hereto) 30 days after having given the City notice of such failure, unless the City cures such failure to the Foundation reasonable satisfaction within such 30-day period, or a different reasonable timeframe mutually agreed upon by the Parties in writing.

The City may terminate this MOU due to the Foundation's failure to comply with any term of this MOU (including all exhibits hereto) 30 days after having given The Foundation notice of such failure, unless the Foundation cures such failure to the City's reasonable satisfaction within such 30-day period, or a different reasonable timeframe mutually agreed upon by the Parties in writing.

Notice of termination, and any other notices under this MOU, shall be provided to each Party at the addresses below. The Parties addresses for purposes of such notices are:

THE NOB HILL FOUNDATION	SF RECREATION AND PARK DEPARTMENT
Gregory Cheng President, The Nob Hill Foundation 235 Montgomery Street, Suite 870, San Francisco, CA 94104	Philip A. Ginsburg, General Manager SF Recreation & Park Dep't 501 Stanyan Street San Francisco, CA 94117
Greg Galanos Park Chair, The Nob Hill Foundation 235 Montgomery Street, Suite 870, San Francisco, CA 94104	Sarah Ballard Director of Policy and Public Affairs SF Recreation & Park Dep't 501 Stanyan Street San Francisco, CA 94117

11/21/2013

THE NOB HILL FOUNDATION	SF RECREATION AND PARK DEPARTMENT
<i>with a copy to:</i> Stan Landfair The Nob Hill Foundation 235 Montgomery Street, Suite 870, San Francisco, CA 94104	<i>with a copy to:</i> <u>Francesca Gessner</u> <u>Deputy City Attorney</u> Office of the City Attorney, General Government Team City and County of San Francisco City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102


12. Amendments

The Parties may enter into additions, amendments, or other modifications to this MOU (including, without limitation, preparation and attachment of any or all of the exhibits) that the Recreation and Park Department's General Manager, in consultation with the City Attorney, determines are in the best interest of the City, do not materially decrease the benefits of the MOU to the City, do not materially increase the obligations or liabilities of the City, do not authorize the performance of any activities without pursuing all required regulatory and environmental review and approvals, and are necessary or advisable to complete the transactions which the MOU contemplate and effectuate the purpose and interest of this MOU. Any other additions, amendments or modifications require approval by the Recreation and Park Commission.

11/21/2013

IN WITNESS WHEREOF, the undersigned have indicated their approval effective as of the respective dates set forth to their names.

APPROVED:



Philip A. Ginsburg
General Manager
Recreation and Park Department

2/11/14
Date



Gregory Cheng
President
The Nob Hill Foundation

20 December 2013
Date

APPROVED: RECREATION AND PARK COMMISSION

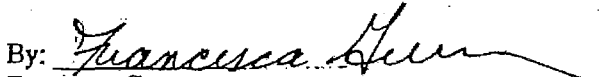
By: 
Margaret McArthur, Secretary

Date: 12/19/13

Resolution No. B2-006

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY

By: 
Francesca Gessner
Deputy City Attorney

Attachments:

- Exhibit A: Map Showing Project Location (see attachment)
- Exhibit B: Playground, Fence, Donor Recognition Conceptual Design Plan (see attachment)
- Exhibit C: Preliminary Project Schedule
- Exhibit D: Preliminary Project Budget
- Exhibit E: Architect Contract Insurance Requirements
- Exhibit F: Nob Hill Association and Foundation Insurance

Mon: Exhibit A



Google earth

feet
meters



PLAY AREA



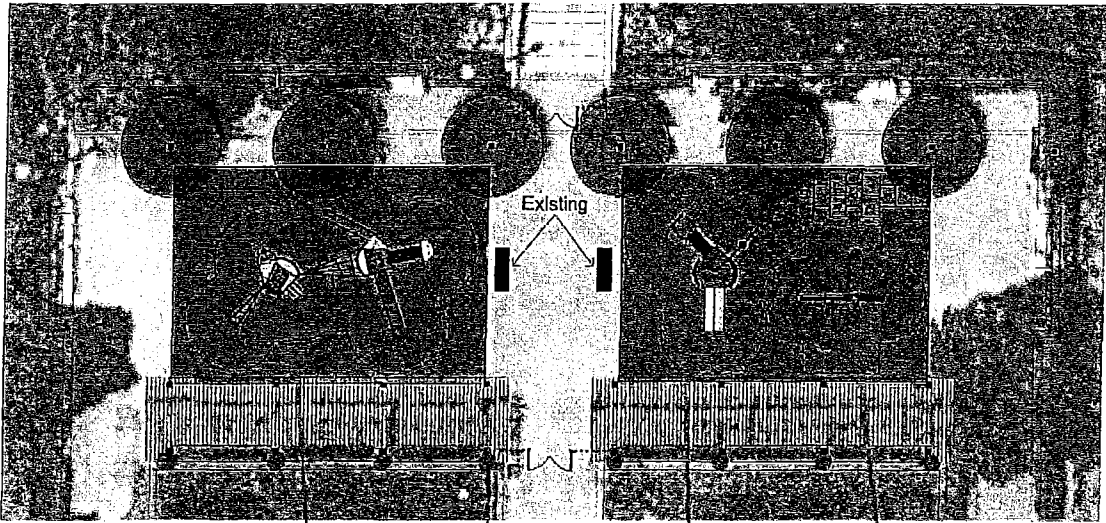
**Friends of
Huntington Park
Playground**

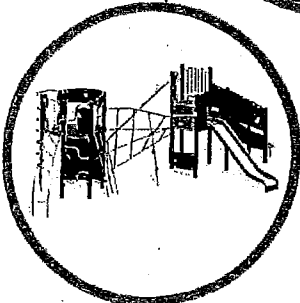


**NOB HILL
ASSOCIATION**



**SAN FRANCISCO
RECREATION
& PARKS**



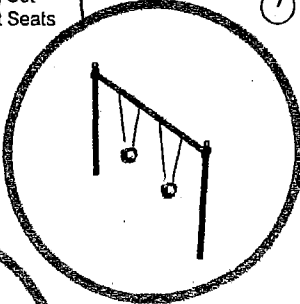


Play Structure
Ages 5-12
Components:


- Straight Slide
- Coil Climber
- Twisted Climber
- Twist Net Climber
- Rope Climbers
- Climbing Wall
- Bannister Rails

FEATURES:

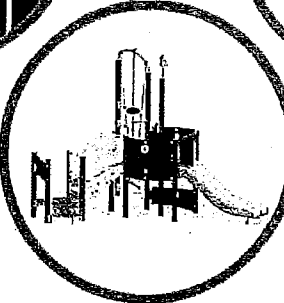
- 2 Play Structures
- Rubberized Surfacing
- Vines planted on Trellis
- 2 Swings with Infant Seats
- New Fencing and Gates (shown in purple)
- Brick Seatwall (shown in orange)



Swing Set
2 Infant Seats

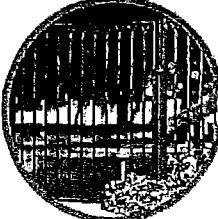


Trellis Vines

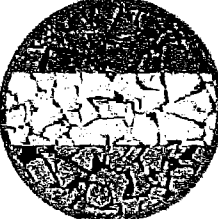


Play Structure - Ages 2-5
Components:

- Double Slide
- Net Climber
- Wall Panel Climber
- Activity Panels
- Ship's Wheel
- Storefront Panel



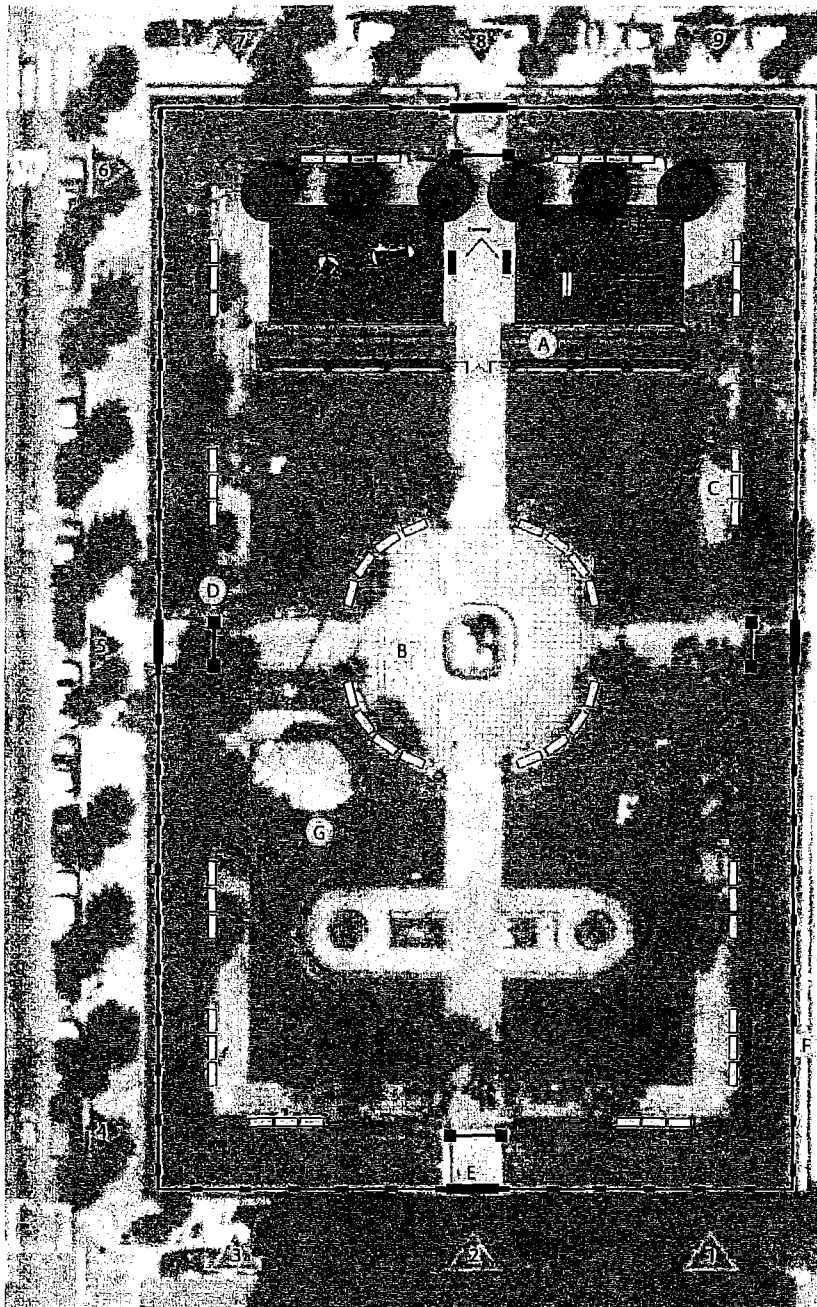
Fence



Rubber Play Surface

**DONOR RECOGNITION
& FENCE RENDERING
LOCATION PLAN**

Friends of
Huntington Park
Playground

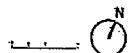


DONOR OFFERINGS

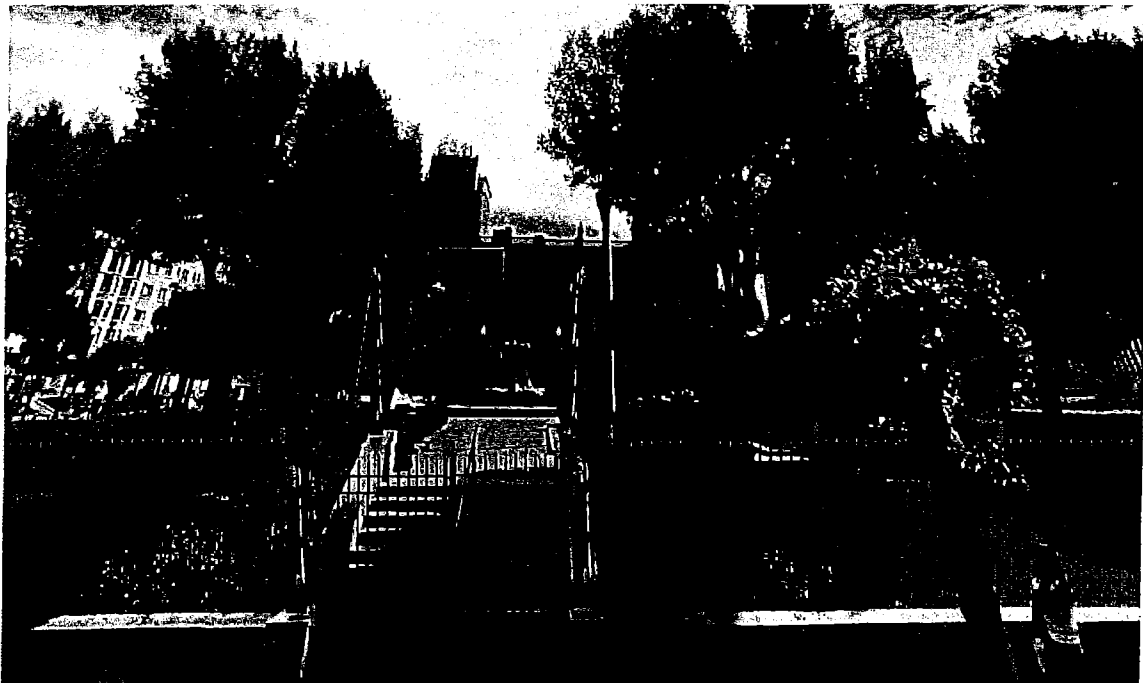
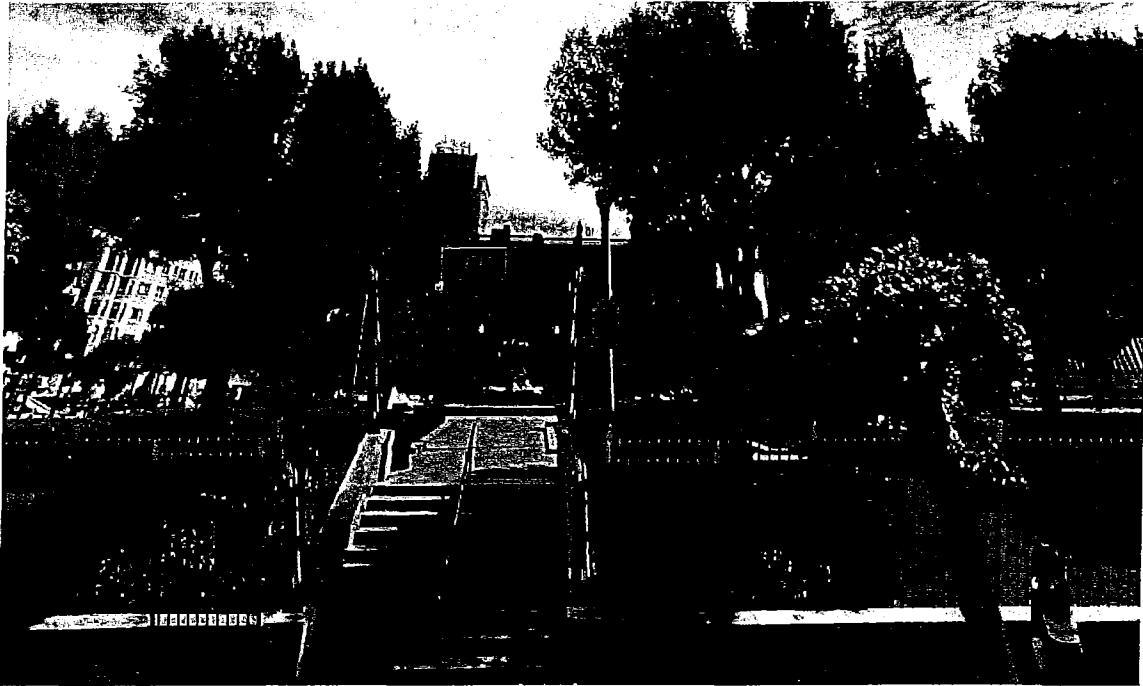
- A BRICK - clay
- B BRICK - bronze
- C PLAQUE - bronze on bench
- D PLAQUE - bronze on arch post
- E PLAQUE - bronze on gate
- F PLAQUE - bronze on fence panel
- G PLAQUE - bronze on pump house

LEGEND

- Fence
- Arch
- Bench
- Gate
- Rendered view



The following two renderings show the gates on Taylor Street in an opened and closed position. Conceptually, the gates will 'wrap' and close flush with the front of the wall therefore not impeding pedestrian traffic.



**MEMORIAL
PLAQUES &
PRICING LEVELS**

**Friends of
Huntington Park
Playground**



**Celebrating 100 years...
1915- 2015 of Arabella's gift**

A BRICK: Clay
Location: Seat Wall
Available: 50
Price: \$1,000



B BRICK: Bronze
Location: Fountain Area
Available: 12
Price: \$5,000



C PLAQUE: Bronze
Location: Bench
Available: 48
Size: 2" x 8"
Price: \$20,000



D PLAQUE: Bronze
Location: Arch Post
Available: 4
Size: 9.5" x 7.3"
Price: \$125,000



Our objective is to restore the Park and celebrate 100 years of Community since Arabella Huntington gifted the land to the City of San Francisco. We expect to finalize the Park Restoration Project by 2015, on the centennial of the gifting of the land.

The main image for donor recognition plaques will be that of Arabella Huntington.



E PLAQUE: Bronze
Location: Gate
Available: 4
Size: 8" x 8"
Price: \$100,000

Corporate Package Includes additional bench and fence recognition



F PLAQUE: Bronze
Location: Fence Panel
Available: 20
Size: 2" x 8"
Price: \$15,000



The process, 'ImageCast', takes Images and Text and creates a bronze cast that is then given a natural patina based on the copper oxide properties of the metals. Carefully mounted and secured, It lasts for generations.

G DONOR WALL
Location: Pump House
Size: Various

There will be various plaques installed described here in general nature as (i) Former donors of previous restorations may either renew donor pledge for new restoration or relocate to memorial wall plaque, (ii) Recognition for public service associated with Huntington Park and/or Stewardship of historic preservation and contribution associated with the Huntington Fence repatriation project, (iii) Donor wall for use in the event of over-subscription to the centennial project A-F donor placement positions.



The above plaque will be mounted within the arch for each entrance. It has two purposes: (i) to commemorate the centennial and (ii) to strengthen the arch structure.

Donor recognition for the arch will be mounted on a small plate or post attached at eye level or below eye level. Dimensions to be in accordance with RPD policy guidelines

EXHIBIT C: PRELIMINARY PROJECT SCHEDULE

The Project Schedule is based on the community meeting schedule, Rec Park Structural Maintenance Review schedule, and proposed construction timeline. It is intended to establish a preliminary schedule for the Huntington Park Playground and Fence Project, but is subject to change.

Phase	Target Start	Target Finish
Planning and Design	June 2011	November 2013
Rec Park Commission	Dec 4, 2013	Dec 19, 2013
Construction Document Review	January 2014	March 2014
Award	March 2014	April 2014
Construction	April 2014	June 2014
Closeout	June 2014	August 2014

EXHIBIT D: PRELIMINARY BUDGET

Description	Total
Professional Services (Playground and Fence)	\$235,200
Value of Original Fence	\$250,000
Restoration/Expansion of Fence	\$574,409
Playground Construction	\$225,163
Donations to the NHF for Project	\$125,000
Rec Park Project Management Fee	\$40,000
Total In Kind	\$1,409,772
Total Cash	\$40,000
Total Gift	\$1,449,772

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**EXHIBIT E:
ARCHITECT CONTRACT INSURANCE REQUIREMENTS**

Without in any way limiting SFPA and Architect's liability pursuant to the "Indemnification" section of this Agreement, Architect must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

4) Professional liability insurance, applicable to Architect's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Architect hereby agrees to waive subrogation which any insurer of Architect may acquire from Architect by virtue of the payment of any loss. Architect agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Architect, its employees, agents and consultants.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Architect shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense

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costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Architect shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Architect hereunder.

j. If a subcontractor will be used to complete any portion of this Agreement, the Architect shall ensure that the consultant shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Architect listed as additional insureds.

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**EXHIBIT F:
THE NOB HILL ASSOCIATION AND FOUNDATION INSURANCE**

The Foundation will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

- A. Workers' Compensation, with Employer's Liability limits not less than \$1,000,000 each accident.
- B. Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage.
- C. Business Automobile Liability Insurance with not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage.
- D. Comprehensive General Liability and Business Automobile Liability Insurance policies shall be endorsed to provide the following:
 - a. Name as Additional Insured (except with respect to the professional liability and workers' compensation coverage) the City and County of San Francisco, its Officers, Agents, and Employees.
 - b. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of the Contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.

Print

President, District 3
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-7450
Fax No. 554-7454
TDD/TTY No. 544-5227

DAVID CHIU
邱信福
市參事會主席

*orig - LU clerk
C. B/K clerk, COB
BOS-11, Aides (electronically)*

PRESIDENTIAL ACTION

Date: April 16, 2014
To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,

Pursuant to Board Rules, I am hereby:

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

Transferring (Board Rule No. 3.3)
File No. 140239
From: Budget & Finance Sub Committee
To: Land Use & Economic Development Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)
Supervisor _____
Replacing Supervisor _____
For: _____ Meeting
(Date) (Committee)

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2014 APR 16 PM 1:45

David Chiu, President
Board of Supervisors

APRIL 21, 2014

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

SAN FRANCISCO BOARD OF SUPERVISORS
LAND USE & ECONOMIC DEV. COMMITTEE
CITY HALL

2014 APR 22 PM 2:57

ZAB

1 DR. CARLTON B. GOODLETT PLACE
SAN FRANCISCO, CA. 94102

MEMBERS OF THE LAND USE COMMITTEE,

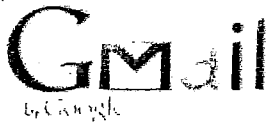
MY NAME IS JOHN DOREMUS & I AM A BOARD MEMBER OF THE NOB HILL ASSOCIATION. I LIVE AT 1250 JONES ST. THE ASSOCIATION IS THE OLDEST NEIGHBORHOOD ASSOC. IN SAN FRANCISCO. THE MEMBERS OF THE ASSOC. CARE ABOUT THEIR COMMUNITY AND THEIR NEIGHBORS. THE ASSOCIATION TOOK OVER HUNTINGTON PARK IN THE EARLY 70'S AND EVER SINCE HAVE CONTRIBUTED MUCH TO ITS RENOVATION & MAINTENANCE

OVER THE PAST SEVERAL YEARS WE WORKED WITH THE REC. & PARK DEPT. TO DEVELOP PLANS FOR THE RENOVATION OF THE PLAY AREA IN THE PARK AND RAISED \$250,000 TO ACCOMPLISH THE JOB. AND WE WENT THROUGH THE PROCESS TO OBTAIN NEIGHBOR APPROVAL.

WE NOW ASK YOU TO VOTE YES IN SUPPORT OF THE HUNTINGTON PARK PLAYGROUND RENOVATION. YOUR VOTE IN FAVOR OF THIS PROJECT WILL HELP KEEP THE PARK SAFE, CLEAN & ACCESSIBLE FOR ALL - ESPECIALLY THE NEIGHBORHOOD CHILDREN!
THANK YOU IN ADVANCE FOR YOUR CONSIDERATION.

VERY SINCERELY,

John Doremus
JOHN DOREMUS



140239 & File No. 140411
Duplicate File

Resolution 140239, SF Examiner articles regarding Huntington Park Fence

Grape Soda <grapesoda619@gmail.com>

Mon, Apr 21, 2014 at 10:48 AM

To: Jane.Kim@sfgov.org, Scott.Wiener@sfgov.org, Malia.Cohen@sfgov.org, Aundre.Ausberry@sfgov.org, John.Avalos@sfgov.org, David.Campos@sfgov.org, London.Breed@sfgov.org, Mark.Farrell@sfgov.org, Eric.L.Mar@sfgov.org, Norman.Yee@sfgov.org, Katy.Tang@sfgov.org

April 21, 2014

Chris Farris
81 Pleasant Street
San Francisco CA
94109

1 Dr. Carlton B. Goodlett Place
City Hall, Room 244
San Francisco, Ca. 94102-4689

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2014 APR 21 PM 1:01

Re:
Resolution # 140239
Measure to Accept and Expend Grant - Nob Hill Foundation
Sponsor - Chiu

Please take the time to read this article, as well as the accompanying comments which reflect the overwhelming opposition to the proposed Nob Hill Association Fence Around Huntington Park.
Thank you again for your time,
-Chris Farris

<http://www.sfexaminer.com/sanfrancisco/park-fence-enclosure-draws-mixed-reactions-from-nob-hill-neighbors/Content?oid=2742635>

Park fence enclosure draws mixed reactions from Nob Hill neighbors

By Joshua Sabatini

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• RENDERING COURTESY RECREATION AND PARK DEPARTMENT

- A perimeter fence proposed for Huntington Park in Nob Hill would include and be patterned after fencing that survived the 1906 quake.

A more than 6-foot-high fence could soon wrap around the entire perimeter of a neighborhood park in San Francisco's affluent Nob Hill, a measure supporters say is for both historical significance and to address safety concerns. Huntington Park patrol officials would lock the gates, which would double the fence height, between midnight and 5 a.m.

The popular 1.3-acre park sits between Grace Cathedral and the Connecticut brownstone building housing the private Pacific-Union Club. It is a favorite for dog owners, sunbathers, artists, bibliophiles and families with children.

The melodious Fountain of the Tortoises in the park's center provides a soothing background and clanging bells occasionally sound from the cable cars rattling by on California Street.

Some park users said Friday afternoon that they were unaware of the fence proposal, and reaction was mixed.

"Bad idea, very bad," said Sima Sapir, who was walking her dog. She said the fence plan is "intimidating" and asked why notice about the proposal wasn't posted at the park. "At least if we know there is a hearing or something we would go participate. It's not fair. It's one-sided."

The proposal, which has the support of Board of Supervisors President David Chiu, who represents the area, was developed by the Nob Hill Association neighborhood group, which has raised \$1.4 million for the wrought-iron fence and a playground upgrade. The project is pending approval by the Board of Supervisors.

Greg Galanos, chairman of a park committee for the Nob Hill Association, said in an email Friday that the fence proposal is a popular option to address safety concerns and area history.

"In all our community meetings, the historic nature of returning the original Huntington fence to its original location was lauded by the residents as was the added benefit of safety for children and pets given the traffic around Huntington Park," he said.

He supplied copies of historical documents that included a letter from Arabella Huntington in 1915 as part of her deed of the land to The City. She had lived in a mansion on the park site until it fell to ruins in the 1906 earthquake. The letter says in part that The City should "place about it such restrictions as will keep it from being used as a loafing place for undesirable citizens, and render it safe and attractive for the women and children."

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Opponents to proposed Huntington Park fence may earn reprieve

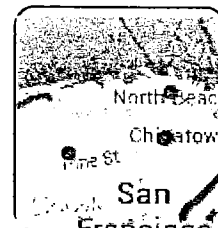
By Joshua Sabatini

Campaign seeks to eliminate pet waste in dog parks

By Laura Dudnick

Park cleanup services cost SF nearly \$1M last year, prompting nighttime park closures

By Joshua Sabatini



The fence would include 224 feet of the original Huntington Mansion fence, which survived the earthquake, and an additional 672 feet fabricated to match. It would be flush with the wall people often sit on. Some park users observed Friday were sitting on the wall and leaning back on the grass. A couple stepped up beyond the wall to take pictures of Grace Cathedral, which they would no longer be able to do with the new fence.

Gates at the four access points would vary in height from 12 to 15 feet. They would be locked between midnight and 5 a.m., public-park closing hours recently adopted by the board.

A Recreation and Park Department spokeswoman says the proposal originated with the neighborhood group's charity arm.

"This is a community-driven project and a gift from the Nob Hill Foundation," said Rec and Park spokeswoman Connie Chan. "The proposed fencing is consistent with the characteristics and original design of the Huntington Park."

Michael Alvarez, a North Beach resident and native San Franciscan who used to visit the park as a child, said the fence itself is "not aesthetically displeasing," but he was against the gate enclosure.

"San Francisco's becoming more and more of a gated community," he said.

Two 19-year-old students who routinely use the park had contrasting reactions.

"It would look great. Then you could have a more secluded area. I think it just makes The City look better," said James Steptoe. But not so, said Tyler Baker.

"I hate it," he said. "It looks ugly. This is a perfect park. There's really no reason for it. A fence, that's obviously a symbol to keep someone out."

The debate about fencing around parks has occurred in the past. Architect David Baker started a petition in 2012 to try to block an 8-foot fence for a proposed park at 17th and Folsom streets. He suggested that fences are only proposed to try and keep the "riffraff" out, and that the claim about safety of pets and children is without merit since many parks don't have fences.

"Think of all the parks you love and which ones have a fence?" Baker asked.

Paul Olsen succeeded in his fight to prevent a fence installation for Hayes Valley's Patricia's Green in the early 2000s.

"On the face of it, I think fencing off a public area is not a good idea," Olsen said. "You should feel welcomed about going there."

Rec and Park was unable to say how many of its parks are enclosed by fences, but it cited at least two other examples: the 2-acre Victoria Manalo Draves Park in South of Market that opened in 2006, and the Helen Wills Park at Broadway and Larkin streets.

[More Other News »](#)



JOSHUA SABATINI

jsabatini@s Examiner.com

Revelers flood Hippiie Hill for 4/20 party; several arrested on felony charges

By Laura Dudnick

Opponents to proposed Huntington Park fence may earn reprieve

By Joshua Sabatini

Campaign seeks to eliminate pet waste in dog parks

By Laura Dudnick

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Opponents to proposed Huntington Park fence may earn reprieve

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COMMENTS (24)

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ADD A COMMENT

The fence is a HORRIBLE idea. This city is becoming more like a prison, only we're all stuck in it with the homeless in charge.

report



like



dislike

Posted by TruthinSF on 04/20/2014 at 9:18 PM



I have lived within 1 block of Huntington Park for the last 25 years. The safety concerns are nonsense, I frequently drop by or walk through the park at night and have never seen the dreaded "homeless" or "riff raff" abusing the park or the people who are there. I often take my niece there after dark to swing at the playground and have never seen anything even remotely troubling. The historical precedent for a fence is a total fabrication and without merit. It is a public park, just because it's being paid for by a real estate interest group shouldn't give the proposal any more merit than if they agreed to pay for a moat and alligators. The fence is a bad idea and Chiu's support for it is very problematic for me, if he supports this I would not vote for him again.

report

3 likes, 0 dislikes



like



dislike

Posted by Ronaldo on 04/16/2014 at 4:34 PM



"The proposal, which has the support of Board of Supervisors President David Chiu, who represents the area, was developed by the Nob Hill Association... Greg Galanos, chairman of a park committee for the Nob Hill Association..."

September 12, 2013:

Greg Galanos contributes \$500.00 to the David Chiu for Assembly 2014 Campaign

November 13, 2013

David Chiu writes letter supporting creation of Huntington Park fence, Greg Galanos' project

December 26, 2013

Greg Galanos contributes \$3,100.00 to the David Chiu for Assembly 2014 Campaign

March 5, 2014

Greg Galanos contributes \$4,100.00 to the David Chiu for Assembly 2014 Campaign

<http://cal-access.ss.ca.gov/Campaign/Committees/Detail.aspx?id=1360422&session=2013&view=late1>

<http://sfrecpark.org/wp-content/uploads/Item-7-Huntington-Park-Playground-and-Fence-Attachment-E-Huntington-Park-Support-Letter-120413.pdf>

Sound familiar?

"Federal corruption charges against state Sen. Leland Yee, accused of soliciting campaign donations from undercover agents who sought political favors in return, put new light on donations he received while voting on legislation affecting his contributors."

<http://www.latimes.com/local/political/la-me-ff-money-behind-leland-yee-20140403,1645248.story#axzz2y2PMsLrq>

report

4 likes, 0 dislikes



like



dislike

Posted by JPJR on 04/05/2014 at 1:24 PM



A petition against this fence has been started:

<http://www.thepetitionsite.com/474/626/850/stop-the-creation-of-the-huntington-park-fence/>

report

5 likes, 0 dislikes



like



dislike

Posted by steve on 04/03/2014 at 1:04 PM



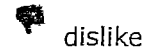
Say NO to the Nob Hill Association's Spite Fence closure of Huntington Park. Public parks are for the public, not just the rich people who live nearby.

report

6 likes, 2 dislikes



like



dislike

Posted by **Nob Hill Neighbor** on 03/30/2014 at 11:01 AM



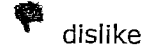
I am for the fence. Not only would it be historically correct but it will add security and ultimately protect our public investment.

report

2 likes, 5 dislikes



like



dislike

Posted by **disqus_MVqZprFeJg** on 03/30/2014 at 9:32 AM



I live in Nob Hill and this fence is a terrible idea, an ugly solution to problems that do not exist.

The Nob Hill Association has provided exactly Zero example of safety concerns that would require closing the public out of the park we all pay for with our taxes.

In fact the this steel gated fence enclosure would make the park LESS SAFE in the event of an emergency such as an earthquake because people would be unable to exit the park anywhere, as they can now, only through a set of tall steel gated exits.

What if, god forbid, a woman walking her dog at 8 o'clock in the evening finds herself confronted by some sort of mugger or dangerous person? If that happened tonight, she could exit the park ANYWHERE and escape to the safety of the nearby hotels or homes. However, if the Nob Hill Association is allowed to build their giant steel spiked fence all the way around the park that story will turn out far worse, because this poor woman being confronted by a dangerous situation is trapped inside a steel cage, unable to escape unless she is able to reach one of the steel gated exits.

This fence will make our park MORE dangerous, not less.

If you oppose the fence be sure to let Supervisor David Chiu know your concerns regarding this terrible idea:

Supervisor Chiu - Contact

City Hall

1 Dr. Carlton B. Goodlett Place, Room 244

San Francisco, Ca 94102-4689

(415) 554-7450 - voice

(415) 554-7454 - fax

David.Chiu@sfgov.org

Aides: Judson True, Catherine Rauschuber, Amy Chan

report

6 likes, 0 dislikes



like



dislike

Posted by Charles on 03/29/2014 at 11:29 AM



I live in the neighborhood and take my dog there. I oppose the fence for aesthetic reasons but support it for safety reasons. It's a beautiful park and it's great to have it feel open and inviting. People sit on the edges and eat lunch, sunbathe on the grass there, or jump up to get a better vantage point for taking pictures. But there have been a few times that dogs have left the park and ran across California St or Sacramento St. and that can be very dangerous. There are also people that come and drink or do drugs in the park late at night and, on a rare occasion, when we go in the morning we'll find broken glass, vomit under the bushes, human feces from homeless people, etc. So, while the fence won't be pretty, it will be nice to not worry about my dog cutting up her paws from broken glass or someone else's dog getting run over by a car.

report

1 like, 4 dislikes



like



dislike

Posted by Nob Hill Neighbor on 03/28/2014 at 10:49 AM



A petition against this fence has been started:

<http://www.thepetitionsite.com/474/626/850/stop-the-creation-of-the-huntington-park-fence/>

report

9 likes, 1 dislike



like



dislike

Posted by Steve on 03/26/2014 at 12:39 AM



FWTW, folks have started collecting information about this proposal over on LocalWiki here: http://localwiki.net/sf/Huntington_Park

report

2 likes, 0 dislikes



like



dislike

Posted by Philip Neustrom on 03/25/2014 at 5:05 PM



I would be in favor of a fence if we also installed a smaller fence around a small area that dogs were restricted to.

report

3 likes, 0 dislikes



like



dislike

Posted by Eye Gee on 03/25/2014 at 3:44 PM



I don't live in the neighborhood, but my two cents would be that Chiu's support of this fence is nuts. Given that the City now has "park hours," obviously this fence is only the first, and others will follow. BTW, a fenced enclosure serves to lock people in as well as out. Might be good to stop this very bad idea now, before it proliferates.

report

10 likes, 2 dislikes



like



dislike

Posted by Marcy on 03/25/2014 at 10:23 AM



David Chiu, who supports turning this beautiful park into a fenced off fortress for the 1% and to keep out poor people, is running for State Senate next.

Be sure to phone him and let him know that you will not be voting for a politician who supports locking the public out of parks paid for with our tax dollars and favoring the rich residents of Nib Hill over the rest of the hard working people of San Francisco.

Supervisor Chiu - Contact

City Hall

1 Dr. Carlton B. Goodlett Place, Room 244

San Francisco, Ca 94102-4689

(415) 554-7450 - voice

(415) 554-7454 - fax

David.Chiu@sfgov.org

Aides: Judson True, Catherine Rauschuber, Amy Chan

report

16 likes, 3 dislikes



like



dislike

Posted by Public Parks For All, Not Just The Nob Hill 1% on 03/24/2014 at 10:23 PM



Who's stupid idea wast this? I live in the neighborhood and every time I've visited this park it's been late at night. I work nights, so usually when I'm visiting parks it's late at night after work. There's no security problems at all at that park at night. It's just a few rich aholes that want to force the rest of us to fit into their mold. How truly pathetic. Fences are horrible. Parks should never be closed; definitely not in a city where all of us work different hours of the day. If the rich snobs try to lock off that park for their own personal use, I'll be one of the first to setup an occupy camp there. That's my park too. That park doesn't belong to a few rich snobs, it belongs to all of us!

report

18 likes, 2 dislikes



like



dislike

Posted by Ziggy Tomcich on 03/24/2014 at 7:41 PM



Sounds like SNOB Hill to me

report

16 likes, 3 dislikes



like



dislike

Posted by sbessiso on 03/24/2014 at 10:11 AM

@Missiondweller, have no illusions-- there are PLENTY of homeless who come to Huntington Park. I've lived near this park for 20 years now, & I can tell you that the homeless are in much better shape

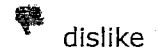
than you think they are. They make it up the hill.

But it's not the smell of the homeless that made me stop going to Huntington Park to enjoy my book on a beautiful day, anymore.... It's all the stuck-up dog owners. Top rule on the rules sign is All Dogs Must Be On Leash, which is widely ignored by people who feel that their own Little Poopsie deserves an exemption. Dogs run freely & shit freely all over that park-- on a warm day, when you used to be able to smell fresh-cut grass, now all you smell is dog-shit. Nevermind the fences, THAT is who is ruining our city. That is why we can't have nice things.

It will be sad to lose nighttime park access-- that adorable fountain with the naked boys & the seashells is all lit up at night, and sitting on the swings is a great place to watch the occasional meteor-shower.

report

12 likes, 6 dislikes



Posted by **Misty Forme** on 03/24/2014 at 9:55 AM



This park sits atop one of the highest and steepest hills in the city. Homeless and other 'undesirables' generally do not spend anymore time or effort in their lives then they feel they must: try pushing a loaded shopping cart(or equivalent) up the Nob Hill streets leading to said park and you'll see what I mean.

Finally, where were the postings for public hearings on this issue? As a public open space, this is required; I sense issues.

report

15 likes, 2 dislikes



Posted by **sourdoughgal** on 03/24/2014 at 9:29 AM



A very in-depth article on a fence. Seriously, no sarcasm -- good reporting.

report

12 likes, 3 dislikes



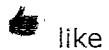
Posted by **Journalism** on 03/24/2014 at 9:00 AM



This fence: a solution in search of a problem. I live in this neighborhood and am unaware of any problems in the park in the midnight to 5 am period. I agree with Mission dweller's comment -- this is a first step toward gating off the park from perceived undesirable users. We don't need this. Keep the park as open and welcoming as possible.

report

19 likes, 5 dislikes



Posted by **Sarah Trapnell** on 03/24/2014 at 8:24 AM



The words " perimeter fence " by themselves have a bad connotation. Normally used to define the the outside "perimeter" of a military installation.

Name not displayed, CA

Mar 30, 14:44

75

Mr. Josh Grondie, CA

Mar 30, 13:42

74

There is no historical significance to this fence in the park context as it was never intended to house this park. This is about keeping people out of the park during late hours under the guise of historical restoration. There are much better ways to approach these problems driving NHA's decision than to erect a fence - historically accurate or not.

send a green star

Mr. Donald Whitton, CA

Mar 30, 12:55

73

There is no serious need for a fence, so let's preserve the open, inviting quality that the park offers to residents and visitors alike. The original fence offered security to a house on the property. As the house is long gone, so is any need for a fence.

send a green star

Mrs. Patricia Fisher, CA

Mar 30, 12:15

72

Huntington Park is an elegant, peaceful and inviting landmark on Nob Hill. A fence will make it less inviting and mar its aesthetic appeal.

send a green star

Ms. Gayle Kouklis, CA

Mar 30, 09:59

71

send a green star

Name not displayed, CA

Mar 30, 08:00

70

There is no need for a fence around the park. It would defeat the purpose of having an oasis at the top of the city if you have to look out through bars.

Ms. vesna kulenovic, CA

Mar 29, 23:16

69

send a green star

Mr. Tom Edwards, CA

Mar 29, 22:43

68

send a green star

Mr. William Dunn, Italy

Mar 29, 22:39

67

send a green star

Ms. nob hill, CA

Mar 29, 17:28

66

Huntington Playground and Park Historic Restoration Q&A Facts for 100 Year Anniversary Please note we are a 100% volunteer organization and want you to participate. Please email us at NHassociation1@gmail.com for any other questions or join us to help us restore the playground, park and neighborhood . We are trying to respond to everyone by Monday and wanted to get a few of the questions and inaccuracies in this post answered. Q: Why is the Nob Hill Association (NHA) pursuing the Huntington Fence restoration project? A: Nearly 100 years ago the land where Huntington Park now stands was gifted to the city of San Francisco, on the condition the land would be used as a public park. Previously the site of the home for one of San Francisco's founding families, the property was released to the city after the property was heavily damaged in the 1906 earthquake. As the transformation from private property to public space took place, something was amiss- the original fence that surrounded the property went missing. After almost a century of mystery, the fence was discovered down the Peninsula over 30 miles away from it's original home. In early 2013, NHA learned of the fence's existence near Menlo Park and began to work tirelessly to procure and restore the fence as a celebration of the fence's history and as a representation of the resilience of San Francisco to rebuild post-earthquake. <http://www.nobhillgazette.com/wp/2013/07...> Q: Did the NHA pursue community outreach and discussions before engaging on this route?

A: Yes, the NHA has worked hard to reach out to the surrounding community for their opinion and involvement in the restoration project. Starting in 2013, community meetings were held on June 5, June 25 (at Grace Cathedral) and on Aug 25 (BBQ in the Park). Postings for meetings were mailed to 1,000 people around the park and emailed to 600. Additionally announcements were posted in the park and posted at Le

Beau Market, a staple in the community. The above mentioned article (<http://www.nobhillgazette.com/wp/2013/07...>) specifically about the renovation of the fence was distributed in over 300,000 copies across the City of San Francisco by the Nob Hill Gazette in July 2013 prior to the NHA moving forward with the project. The Chronicle also ran a story on Nob Hill that also referenced the fence in Sep. 2013:

<http://www.sfgate.com/bayarea/place/arti...> Plans for the park restoration were posted on the Nob Hill Association website:

http://nobhillassociation.org/?page_id=2..., Including a video:

<http://www.youtube.com/watch?v=K5tiluGFR...> Presentations were also made to the Recreation and Park Commission and the Park and Recreation Open Space Advisory Committee in public forums: May 16, 2013: Recreation and Park Commission during public comment about the fence and update:<http://sfrecpark.org/wp-content/uploads/051613-minutes.pdf> June 4, 2013 Presentation to PROSAC

<http://sfrecpark.org/wp-content/uploads/...> December 2, 2013: Fence announced at the Nob Hill Tree Lighting Ceremony with 400+ in attendance December 4, 2013: Recreation and Park Commission, Capital Committee Presentation: <http://sfrecpark.org/wp-content/uploads/...>

December 19, 2013: Recreation and Park Commission, Full Commission: <http://sfrecpark.org/wp-content/uploads/...> Q: Why is the NHA advocating closing hours for the park?

A: The adoption of closing hours across all San Francisco Parks was set in motion many years ago. Legislation to close SF parks at night was introduced by Supervisor Wiener (District 8) and passed by the Board of Supervisors in 2013. The fact that the two arrived at the same time is pure coincidence. Q: Why are the gates 12 – 15 feet high? A: The gates

are not 12 – 15 feet high. They are the same height as the fence. The fence stands at just shy of 6 feet high but the finials make it 2 inches higher. The new finials match those of Grace Cathedral (the originals were unsafe). At the entrance on Cushman Street, the gates are ADA-compliant. Q: What are the benefits of restoring the fence to its original location?

A: Outside of the obvious historical significance of the restoration project, both parents of young children and owners of pets expressed interest in a safer environment given traffic patterns around the park. We do have a major bus route on Sacramento Street in front of the Playground. It is also seen as the first step towards being able to resolve a very difficult off-leash dog issue that we face in the Park today. In order to be able to propose the establishment of a safe off-leash pet play area on the outer

bands of the Park, those bands will need to be enclosed.

Q: 6 feet seems very tall and daunting. Can you not make it smaller? A: The Park is at the top of a slope that itself is over 6 feet in height and the fence actually blends in very well and is quite inoffensive. Additionally, it will be color matched to the same colors as the lamp posts (green) which helps merge it even more with its environment. The original color of the fence was green. Q: Is this about keeping people out of Huntington Park? A: No, this is about restoring a piece of history to its rightful place after it was cut down and removed and in doing so, allowing us to provide for a safer environment for children and pets in one of the most residentially dense environments in the City. Q: How are all these improvements to park being funded? A: In the last two revenue bonds raised for San Francisco parks, totaling over \$220 million, Huntington Park received zero taxpayer dollars. Many in the neighborhood have given their time and resources to help with the upkeep of the Park. The Park is meant for everyone to enjoy it and that's why we're spending so much time in trying to make it a better place for all the citizens of San Francisco, tourists and their pets. Q: Have any taxpayer dollars been used in this project? A: No. Both the playground and the fence have been entirely funded privately. Q: What's the timeline for the different projects?

A: We hope to finish replacing the Children's Playground by June 2014 and to finalize the Huntington Fence restoration project by Autumn 2014.

Q: How can we get involved? A: The Nob Hill Association is a 100% volunteer organization. We welcome your participation! To join the Nob Hill Association: http://nobhillassociation.org/?page_id=5... or, send an email to info@nobhillassociation.org
send a green star

Name not displayed, CA

Mar 29, 17:09

65

Mr. michael kelly, CA

Mar 29, 17:01

64

send a green star

Name not displayed, CA

Mar 29, 16:24

63

Supervisor David Chiu and the Recreation and Park Dept. have done a terrible job of including the people of the neighborhood in this decision.

Almost no one in the neighborhood was made aware of this fence before the Examiner article linked above, and the reaction to the Nob Hill Association fence has been resoundingly negative as soon as people have been made aware of it. There has never been a fence around Huntington Park, so the idea that it is a historical restoration makes no sense. There was a fence that surrounded the gilded age mansion that occupied the property before the earthquake in 1906, but that fence was torn down and discarded because it was not in keeping with the idea of a public park. In addition to making the park look like a 19th century prison, the fence would create unsafe conditions in by trapping people in a steel enclosure with limited gated exits in the event of an earthquake or other emergency. If a person in Huntington Park today were approached by someone threatening, they could escape by simply exiting the park in any direction and seeking help nearby. If the Nob Hill Association fence is allowed to proceed, that person would be trapped in the corner of a very large steel spiked cage with no escape. The fence around Huntington Park is an ugly solution looking for a problem that does not exist.

Name not displayed, CA

Mar 29, 15:35

62

Mr. Roland SALVATO, CA

Mar 28, 21:14

61

Let's stop this Manhattanization-Privatization movement.

send a green star

Name not displayed, CA

Mar 28, 16:05

60

Maybe the fence was fine in its early days but Time has changed, and I see people and dogs Enjoying every inch of the park. It's like creating A "gated community" and nt very user friendly.

Dr. Mimi Lee, CA

Mar 27, 12:40

59

send a green star

Name not displayed, CA

Mar 27, 11:41

58

Ms. Camille Herrera, CA

Mar 27, 10:25

57

I have lived down the street from Hungtinton Park for 6 years. I've run through it at 7am and strolled through it at 2am, had picnics on the grass in the middle of the afternoon and taken dogs on walks there at twilight. Never once have I felt unsafe. I can understand how there might be concern for the safety of children or dogs. If that concern is genuine perhaps fences on a smaller scale around a specific area for dogs, like at Lafayette Park, or the playground for kids, would be appropriate. I have no problem with the aesthetics of the fence but I think having one sends the wrong message.

send a green star

Ms. Kala Chapman, CA

Mar 27, 07:03

56

After there was a holdout in someone's apartment who lived on my block of 1400 California Street, between law enforcement and the individual, who had a rifle, I walked up to Huntington Park and saw by myself as I couldn't get onto my block. The park, and everything beautiful about it, made me feel better. I believe that everyone should be able to enjoy this park at any time, and that a fence is a symbolic way, as mentioned below, to shut others out.

send a green star

Mr. Serdar Murat, Austria

Mar 27, 05:50

55

send a green star

Name not displayed, AZ

Mar 27, 00:34

54

Ms. Vicky Pitchford, ON

Mar 26, 23:41

53

send a green star

Mr. Michael Fox, CA

Mar 26, 23:38

52

I am strongly opposed to this misguided, ugly and discouraging fence. The park is great the way it is.

send a green star

Ms. Lori Chan, CA

Mar 26, 23:07

51

send a green star

Mr. Zach Friedman, CA

Mar 26, 21:33

50

send a green star

Ms. Allison McGuire, CA

Mar 26, 20:35

49

send a green star

Mr. Joel Messerer, CA

Mar 26, 20:27

48

send a green star

Mr. brent marsh, CA

Mar 26, 18:04

47

Homeless people don't walk up that hill. There might be thugs as there are everywhere, especially here since the N. Beach cops let this stuff happen. However, a fence isn't going to help anyone achieve anything, except keep people from magical moments like I've had at that park late at night - ranging from great conversations with random people I met there in the middle of the night - inspirational walks with my dog when the moon was full - romantic encounters with girl friends, or those that became girlfriends. Why don't we all put up fences around our hearts, lest we somehow become hurt by realities! Fences around parks = private parks. Is this a public park or not? If not - I think we need to put up a fence around GG Park to keep those damn ruffians out. Hold on - I might be a ruffian. We all might be based on other people's opinion. I think we need to put up a fence around ALL OUR PARKS right now. I need to protect myself from people like me. Hold on - I voted to put a fence around myself.

send a green star

Ms. liz podolinsky, CA

Mar 26, 17:51

46

The park is magical and beautiful to walk by, especially at night. A fence will destroy that beauty and separate it from the rest of the block.

send a green star

Mr. Briar Segal, CA

Mar 26, 17:21

45

send a green star

Mr. Seth Schneider, CA

Mar 26, 16:32

44

send a green star

Ms. Shannon O'Rourke, CA

Mar 26, 16:29

43

send a green star

Ms. Patti Reed, CA

Mar 26, 16:18

42

I don't want to see a fence around our beautiful park!!!!

send a green star

Name not displayed, CA

Mar 26, 16:11

41

Mr. Kevin Woodruff, CA

Mar 26, 15:52

40

send a green star

Ms. Jill Harris, CA

Mar 26, 15:50

39

send a green star

Ms. Andrea Marquis, CA

Mar 26, 15:40

38

send a green star

Ms. Grace Owen, United Kingdom

Mar 26, 14:32

36

send a green star

Ms. Jan Michaels, CA

Mar 26, 14:15

35

send a green star

Ms. Belen Aleman, CA

Mar 26, 13:04

34

send a green star

Mr. Syed Yasir Sadeque, CA

Mar 26, 13:00

33

I have lived in Nob Hill since 2005, and Huntington Park has always been one of my preferred places to go and relax, no matter the hour of the day or night. This fence is a waste of taxpayers' money, and restricts the park from San Francisco residents (particularly those in Nob Hill). It is completely unnecessary.

send a green star

Ms. Charlene Nee, CA

Mar 26, 12:28

32

send a green star

Mr. Brian Boies, CA

Mar 26, 12:04

31

I live two blocks away and have just begun to fall in love with this park, and the community there. This fence is totally unnecessary, uninviting and a waste of money.

send a green star

Mr. Brandon Brown, CA

Mar 26, 11:22

30

send a green star

Ms. Ann Mayo, CA

Mar 26, 10:30

29

send a green star

Name not displayed, CA

Mar 26, 10:23

28

I come to the park with my children. We love the open feel of the space even though it's in the middle of the city. Please, please do not put a fence around the park!

Mrs. Ann Segal, CA

Mar 26, 10:00

27

send a green star

Ms. Olivia Morrison, NJ

Mar 26, 09:35

26

send a green star

Name not displayed, CA

Mar 26, 09:11

25

Name not displayed, CA

Mar 26, 09:12

24

Ms. Kristen Brodgesell, CA

Mar 26, 09:19

23

send a green star

Name not displayed, CA

Mar 26, 09:09

22

Ms. Stacey Ramirez, CA

Mar 26, 09:04

21

send a green star

Ms. sara ingram, United Kingdom

Mar 26, 08:50

20

send a green star

Ms. Lauren Hauber, CA

Mar 26, 08:46

19

send a green star

Ms. Joan Herlinger, CA

Mar 26, 08:29

18

send a green star

Name not displayed, CA

Mar 26, 08:12

17

Ms. Oh Lay Hoon, Singapore

Mar 26, 08:10

16

send a green star

Dr. Joerg-Michael Krah, Germany

Mar 26, 07:58

15

send a green star

Ms. Kathryn Irby, MS

Mar 26, 07:15

14

send a green star

Ms. Jelena Radovanovic, Bosnia And Herzegovina

Mar 26, 06:35

13

send a green star

Mrs. MARIA PIA SCOTTO DI FREGA, Italy

Mar 26, 05:11

12

send a green star

Ms. Christine Christine, Romania

Mar 26, 04:52

11

send a green star

Ms. Sally Kuchar, CA

Mar 26, 04:31

10

send a green star

Mr. Jeff Seiler, PA

Mar 26, 02:36

9

send a green star

Mr. Alan Lambert, OH

Mar 26, 02:12

8

send a green star

Name not displayed, Japan

Mar 26, 01:29

7

Ms. Melissa Devijver, Belgium

Mar 26, 01:28

6

send a green star

Mr. Ismail Al Ahmad, Lebanon

Mar 26, 01:21

5

send a green star

Mr. Curtiss Chan, CA

Mar 26, 01:12

4

send a green star

Mr. Brendan Bartholomew, CA

Mar 26, 00:55

3

This fence is totally unnecessary and hampers the ability of law-abiding people to enjoy one of San Francisco's open spaces on their own time, when they want to. Let's not turn our beloved city into a paranoid, gated community.

send a green star

Mr. Rishi Malhotra, CA

Mar 26, 00:50

2

send a green star

Ms. Kate Kilbourne, CA

Mar 26, 00:41

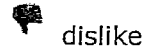
1

report

14 likes, 4 dislikes



like



dislike

Posted by **Angelo_Frank** on 03/24/2014 at 4:22 AM



"Safety concerns," my ass. This is just one more way for wealthy, uptight, privileged people to erode the heart and soul of our city.

God forbid anybody should ever be able to enjoy a park at night, right? Because only bad people and freaks and weirdos are out after dark, right?

I'm sure Board of Supes President David Chiu and all the yuppies in his district who support him all go to bed real early so they can get up at the crack of dawn and keep on building wealth for themselves.

Pathetic.

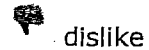
Don't let them ruin San Francisco for the rest of us.

report

20 likes, 7 dislikes



like



dislike

Posted by **Beep Pee** on 03/24/2014 at 12:44 AM



Nothing more welcoming at a public park than a fence around the perimeter!

I used to live by this park. Its one of the few parks that does NOT attract the homeless as they won't climb the steep hill.

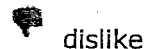
Sounds to me like the neighborhood association would like to make this a semi-private park.

report

18 likes, 5 dislikes



like



dislike

Posted by **Missiondweller** on 03/23/2014 at 8:10 PM



now it's going to look like a prison on nob hill taking the family out with their kids. I can realize the significance of it if unsavory types have invaded this safe neighborhood, but it will definitely ruin the general look of the park. signs like, "bums stay away" only worked fifty plus years ago.

report

14 likes, 4 dislikes



like



dislike

Posted by **love unscooped** on 03/23/2014 at 7:36 PM



One of the worst ideas yet. It will look like an upscale prison exercise yard. Keep fencing off all of SF, make it look like an elitist gulag, run off the poor, and hope St Francis won't tear you a new one when Judgement Day comes along. The problem that park has is too many dogs urinating and pooping on a very small amount of grass. YuppiePuppies are considered to be of more value than human beings it seems. Why not just admit it's City policy to kill

the poor? And imp illegals at the same time, talk about cognitive dissonance! Why not an armed guard, a metal detector as well? Oh, I guess this means that because Adolph Sutro gave his land to the people of SF we will kick the Feds out, right?

report

16 likes, 9 dislikes



like



dislike

Posted by ElizabethFrantesAKAtigrrrsf on 03/23/2014 at 7:26 PM

STOP THE FENCE Around Huntington Park!

What's happening?

The Nob Hill Association, a members-only organization, wants to enclose Huntington Park in a 6 foot high metal fence on top of the 2.5 foot high stone wall surrounding the park. This includes tall gates at all entrances that will be locked from midnight until 5am.



The Facts

1. The fence is historically inaccurate - the park has never had a fence. Instead, the fence was erected prior to the park's creation to secure a gilded age mansion against those outside. The mansion and the fence were both gone before the park's creation.
2. There have been no problems that would require fencing off the whole park. Instead, the fence presents a threat to public safety. People could get trapped inside in the event of an emergency or if faced with a threatening situation.
3. The fence locks in dogs, children and adults together. This will destroy the current open and inviting nature of this historic park by creating a visual barrier that diminishes the enjoyment of its many local and international visitors.

How can you help?

1. Sign the petition to stop the fence:
bit.ly/huntingtonparksf.
Please include your name and email address so we can notify you of upcoming public meetings.
2. Call, write or e-mail our supervisor and tell him how you feel about the fence
David Chiu, City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Phone: (415) 554-7450
Fax: (415) 554-7454
email: David.Chiu@sfgov.org

bit.ly/huntingtonparksf

Stop the Creation of the Huntington Park Fence

- **author:** Rishi Malhotra
- **target:** San Francisco Board of Supervisors
- **signatures:** 188

About this Petition

The Board of Supervisors is planning on allowing the creation of a 6 foot high fence around Huntington Park in Nob Hill. It will be on top of the granite next to the sidewalk so it'll stand about 8.5 feet above the ground. There are a few reasons for this. They want to close the park from midnight to 5 am and want this as a way to enforce this. They also believe that the fence has historical significance since the original person who gave the land to the city wrote that she wanted to "keep it from being used as a loafing place for undesirable citizens". Literally.

This petition is to get the Supervisors not to support the building of the fence and to have public meetings about this. The Nob Hill Association has had meetings with Supervisor David Chu about this, but they charge to be a member and do not publish their meetings on the calendar section of their site, http://nobhillassociation.org/?page_id=1848.

You can also call Supervisor David Chu's office at: 415-554-7450

<http://www.sfbos.org/index.aspx?page=2113>

An article on this:

<http://www.sfexaminer.com/sanfrancisco/park-fence-enclosure-draws-mixed-reactions-from-nob-hill-neighbors/Content?oid=2742635>

Wiki:

http://localwiki.net/sf/Huntington_Park

Facebook Page:

<https://www.facebook.com/HuntingtonParkFence>

WE SIGNED: STOP THE CREATION OF THE HUNTINGTON PARK FENCE

Name not displayed, CA

Apr 16, 16:40

188

I have lived within 1 block of Huntington Park for the last 25 years. The safety concerns are nonsense, I frequently drop by or walk through the park at night and have never seen the dreaded "homeless" or "riff raff" abusing the park or the people who are there. I often take my niece there after dark to swing at the playground and have never seen anything even remotely troubling. The historical precedent for a fence is a total fabrication and without merit. It is a public park, just because it's being paid for by a real estate interest group shouldn't give the proposal any more merit than if they agreed to pay for a moat and alligators. The fence is a bad idea and David Chiu's support for it is very problematic for me, if he supports this I would not vote for him again.

Mr. Will DeLong, CA

Apr 16, 12:25

187

This is a great park that shouldn't be limited to the the public. This money should be put toward something better. There aren't many homeless people in that area anyway

send a green star

Ms. Martha King, CA

Apr 14, 23:00

186

send a green star

Mr. Timothy Parker, CA

Apr 14, 20:46

185

send a green star

Mr. Christopher Adams, TX

Apr 14, 20:32

184

send a green star

Mr. James Lang, CA

Apr 14, 14:50

183

send a green star

Mr. Robert Kessell, CA

Apr 14, 11:58

182

As resident of the area for many years I feel this is a solution in search of a problem. I enjoy the openness of park just the way it is now. I've walked through the park at all hours and rarely if ever have I seen anyone needing to be "kept out" by a fence.

send a green star

Mr. Chris Arvin, CA

Apr 14, 11:35

181

send a green star

Name not displayed, CA

Apr 13, 18:58

180

Mr. Alex Toombs, CA

Apr 13, 18:15

179

I've lived in Nob Hill for nearly a year now and love Huntington Park. A fence would ruin it, not improve it. Fences are eyesores and public parks should be for everybody.

send a green star

Mr. Greg Gurren, CA

Apr 13, 14:34

178

send a green star

Ms. megan thompson, CA

Apr 12, 21:28

177

send a green star

Ms. Amanda Thompson, CA

Apr 12, 15:38

176

send a green star

Ms. Dana Sniesko, CA

Apr 12, 10:36

175

I live nearby and enjoy Huntington Park as open space; I'm not sure what problem gating and fencing it off is trying to solve. Focus improvements on drainage, the playground, benches and other amenities!

send a green star
Mr. Alex Rudd, CA
Apr 12, 10:33
174

send a green star
Mr. Kevin Armerding, CA
Apr 12, 09:53
173

send a green star
Name not displayed, CA
Apr 11, 16:30
172

Name not displayed, CA
Apr 11, 15:49
171

Ms. sara warner, CA
Apr 11, 10:55
170

The fence was taken down for a reason, because it is absurd and anti-social to have towering iron spikes guarding an open public space. The fence was built to protect the valuables inside a large mansion. It will only serve to restrict public access to a community treasure.

send a green star
Name not displayed, CA
Apr 11, 09:10
169

Love the park the way it is...could use better drainage!
Mr. Steve Pepple, CA
Apr 11, 07:57
168

I live in this neighborhood and see no valid reason for erecting a fence around this part.

send a green star
Ms. Lora Holland, CA
Apr 10, 19:36
167

send a green star
Mr. steven fortier, CA
Apr 10, 14:42
166

send a green star
Ms. Vicky Barboza, CA
Apr 10, 14:00
165

send a green star
Mr. Brooks Faria, CA
Apr 10, 13:59
164

send a green star
Mrs. Claire Nelson, CA
Apr 10, 09:37
163

send a green star
Name not displayed, CA
Apr 09, 15:51
162

By installing a gate around the park and a gate around the playground
this beautiful park will look like a prison recreation yard.

Ms. Jacquelyn Mogol, CA
Apr 09, 11:55
161

A dog only area would be great though!

send a green star
Ms. Amanda Sweeney, CA
Apr 09, 10:00
160

send a green star
Ms. Barbara J. Smith, CA
Apr 08, 17:10
159

send a green star
Mrs. Kristen Villalobos, CA
Apr 07, 14:16
158

send a green star
Name not displayed, CA
Apr 07, 11:08
157

Name not displayed, CA
Apr 06, 21:13

156

Mr. James Warner, CA

Apr 06, 12:41

155

send a green star

Ms. mary thompson, CA

Apr 06, 12:34

154

As a San Francisco Family we have used Huntington Park to raise our daughter with daytime play and lovely late night - moonlit walks for many many years. PLEASE do not put the fence back up; I fear it will make this lovely public space less accessible to "the people". A fence will please the very rich who live in homes which surround the park- but why should they be allowed to limit public access?? I thank you in advance for doing the right thing, our parks should be made available to all people at all times.

send a green star

Ms. Roxanna Pourzand, CA

Apr 05, 22:14

153

send a green star

Ms. Khara Agana, CA

Apr 05, 21:31

152

send a green star

Mr. Daniel Foster, CA

Apr 05, 18:27

151

The fence is a totally unnecessary solution in search of a problem. Perhaps there originally was a fence around the property, but that was over 100 years ago and to put it up now is just plain foolish and a waste of money that could be spent more wisely. I actually went to a meeting of the NHA where the fence was discussed, although I should really say presented. I voiced my opinion against, but got the distinct feeling that they were going to go through with this no matter what anybody said. The meeting was mostly elitist Nob Hill residents of the "Get Off My Lawn" type. I'm so glad to see the public is waking up to this travesty and pushing back on the people who want to fence in our park.

send a green star

Ms. Jacqueline Kirby, CA

Apr 05, 15:28

150

send a green star

Mr. Jamie Campbell, CA

Apr 05, 15:22

149

send a green star

Name not displayed, VA

Apr 05, 12:56

148

Ms. Deena Sparhawk, CA

Apr 05, 12:42

147

send a green star

Ms. Amber Wade, CA

Apr 05, 12:08

146

send a green star

Ms. Natasha Salgado, ON

Apr 05, 11:11

145

send a green star

Ms. Danielle Johnson, CA

Apr 05, 08:56

144

send a green star

Mr. Joao Ribeiro, CA

Apr 05, 08:56

143

send a green star

Mr. Jeffrey Clay Barcus, CA

Apr 04, 23:00

142

This park was meant to be turned over to the public... DO NOT FENCE out the Public! Stop the fence from being put up! I enjoy this Park!

send a green star

Name not displayed, CA

Apr 04, 18:11

141

Boo fence creation!

Mr. Chris Moore, CA

Apr 04, 18:01

140

Not sitting on the fence on this one—here I'm thinking the verb: 1 they fenced off many acres: enclose, surround, circumscribe, encircle, circle, encompass; archaic compass. 2 he fenced in his chickens: confine, pen in, coop up, shut in/up, separate off; enclose, surround, corral.

send a green star

Mr. Luigi Barassi, CA

Apr 04, 16:37

139

Even though this park is surrounded by luxury apartments and hotels, it actually serves a number of less affluent residents that live in studios, one, and two bedroom apartments with no access to open space. Mostly my kids go to Helen Wills, Chinatown Rec, and Woo Woo Wong, but many times those places get unlocked late on weekends, or stay locked all day on holidays, so then we go to Huntington. When I was a kid none of the parks, school playgrounds, or rec centers had locked fences, so we had plenty of places to play after school and on weekends. Now the school playgrounds are 100% off limits, and a lot of the playgrounds and smaller parks are fenced and locked on weekend mornings and holidays, either because no one was available to unlock it on time, or staff cuts mean no one is available to unlock it at all. I do not support fences and gates on parks because pretty soon human error or budget cuts has you locked out on the holidays and weekends when you need the park the most.

Luxury building owners around Huntington have tried for years to keep it quiet and beautiful to look at, and they have been willing for years to pay to have it fenced and locked so the neighborhood seems more exclusive. I hope you will come down on the side of the less affluent residents who actually use the park, and not the adjacent property owners who seem to always want to keep people out of what they consider to be their sphere of influence.

send a green star

Ms. Marian Wallace, CA

Apr 04, 10:54

138

One of the great things about Huntington Park is its openness to just pop in from any direction for a refreshing breath of air. What a crazy idea, to put a fence around it and make it feel "unavailable" to us, the people of San Francisco.

send a green star

Mr. Luke Duncan, CA

Apr 03, 21:25

137

While I've appreciated the Nob Hill Associations outreach, I still think the fence is a bad idea. It says "keep out." Yes, historically there was a fence. But historically there was a also a house. This is a park now, lets keep the park open.

send a green star

Mr. Michael Morris, CA

Apr 03, 15:48

136

This is unnecessary and potentially dangerous. Please consider the opinions of the residents of Nob Hill.

send a green star

Mrs. t terry, CA

Apr 03, 08:55

135

send a green star

Ms. jane cormier, CA

Apr 02, 21:29

134

please spend the money repairing the sprinkler system and more money upgrading the childrens play ground. the fence is exclusive, obtrusive, and wasteful spending.

send a green star

Mr. Pete Dirksen, CA

Apr 02, 18:54

133

send a green star

Mr. Stephen McAdaragh, CA

Apr 02, 18:16

132

send a green star

Name not displayed, CA

Apr 02, 17:17

131

Name not displayed, CA

Apr 02, 17:10

130

Name not displayed, CA

Apr 02, 14:54

129

Mr. Terry Shelton, CA

Apr 02, 11:08

128

send a green star

Ms. Claire Witherspoon, CA

Apr 01, 13:35

127

send a green star

Mr. Ronald Fisher, CA

Apr 01, 07:24

126

Given the negative visual impact the fence will have on this beautiful park, there must be a compelling reason for its construction. I have heard no evidence confirming serious problems at the park at night. Instead, minor disturbances have been cited which are normal for the city.

send a green star

Mrs. nada loiterton, SW

Apr 01, 03:42

125

send a green star

Mr. John Willard, AZ

Apr 01, 02:17

124

send a green star

Mr. Matt Lewis, CA

Mar 31, 23:35

123

send a green star

Name not displayed, CA

Mar 31, 22:23

122

Mr. Josh Adams, OH

Mar 31, 22:18

121

Surely this money could be used for something like beautification instead of segregation.

send a green star

Mr. Leland Garofalo, CA

Mar 31, 21:59

120

send a green star

Mr. Jön Fisher, CA

Mar 31, 21:28

119

send a green star

Mr. Rob Arshonsky, CA

Mar 31, 21:19

118

send a green star

Mr. Colin Gerber, CA

Mar 31, 21:16

117

This fence will ruin the open and relaxing nature of the park.

send a green star

Mr. Justin Kikuchi, CA

Mar 31, 21:14

116

send a green star

Mr. senad kulenovic, CA

Mar 31, 21:11

115

send a green star

Name not displayed, CA

Mar 31, 20:56

114

Mr. John Howard, CA

Mar 31, 20:21

113

send a green star

Mr. Swaroop Raju, CA

Mar 31, 20:04

112

This park is beautiful. A fence will change the welcoming feeling that it currently has

send a green star

Mr. Frank Kotsianas, CA

Mar 31, 19:56

111

A waste of money and an unnecessary change to a beautiful park!

send a green star

Ms. Bren Eckles, CA

Mar 31, 19:27

110

send a green star

Mr. Derrick Louie, CA

Mar 31, 18:40

109

send a green star

Ms. Rebecca Geffert, CA

Mar 31, 17:55

108

As a resident of Nob Hill for the last 20 years and a person who visits this park every day, I am against this fence for access reasons, for safety reasons and for aesthetic reasons

send a green star

Name not displayed, CA

Mar 31, 17:09

107

Ms. Rachael Zak, CA

Mar 31, 16:24

106

This fence is totally unnecessary and a waste of money!!

send a green star

Mr. Elliot Kendall, CA

Mar 31, 15:57

105

send a green star

Mr. F Stone, CA

Mar 31, 15:23

104

send a green star

Mr. Jackson Galan, CA

Mar 31, 15:08

103

superfluous, yo.

send a green star

Ms. Geraldine Lim, CA

Mar 31, 14:31

102

send a green star

Mr. terence ino, CA

Mar 31, 14:28

101

down with fences! yay i'm the 100th.

send a green star

Mr. chris loental, CA

Mar 31, 14:27

100

This park belongs to all San Franciscans, not just the elite neighborhood associations.

send a green star

Mr. Bin Chen, CA

Mar 31, 14:18

99

End this pork barrel spending fence.

send a green star

Mr. Parker Day, CA

Mar 31, 14:07

98

send a green star

Mr. John Thomson, CA

Mar 31, 13:54

97

send a green star

Ms. Alicia McIntosh, CA

Mar 31, 13:51

96

Free, open, public space should remain available for the entire community, fence free

send a green star

Mr. Francis Ballesteros, CA

Mar 31, 13:47

95

send a green star

Mr. Gurgen Tumanyan, CA

Mar 31, 13:41

94

send a green star

Mr. John Pettitt, CA

Mar 31, 13:35

93

send a green star

Ms. Kelly Inglis, CA

Mar 31, 11:39

92

send a green star

Mr. Camden Andrews, CA

Mar 31, 11:29

91

send a green star

Name not displayed, CA

Mar 31, 11:08

90

Ms. Jeannine Zenti, CA

Mar 31, 10:52

89

send a green star

Mr. Thomas Traywick Jr., CA

Mar 31, 09:41

88

WHAT ELITEST CRAP! The THOUSANDS of dollars it would take to put up this fence could be used better elsewhere. I visit the park twice a day, and have NEVER EVER seen the need for an iron fence.

send a green star

Ms. Patti Mcadaragh, CA

Mar 31, 08:49

87

send a green star

Ms. Kim Hunter, CA

Mar 30, 23:31

86

send a green star

Mr. Chris Gembinski, CA

Mar 30, 20:50

85

send a green star

Ms. Barbara Conwell, CA

Mar 30, 19:56

84

send a green star

Mr. eric goforth, CA

Mar 30, 17:53

83

send a green star

Mr. Patrick Flaherty, CA

Mar 30, 17:51

82

send a green star

Mr. Mark Nobriga, CA

Mar 30, 17:47

81

send a green star

Mr. James Alexander, CA

Mar 30, 16:57

80

There is no real need for the fence, allowing people to walk in beautiful surroundings is important all times of the day including (if not especially) the middle of the night. There are even days where a mass service at Grace Cathedral will not be done until after midnight. I want to be able to continue my walks on the hill at night and the fence seems to serve no real purpose other than to stop me.

send a green star

Mr. Andy Wu, CA

Mar 30, 16:54

79

send a green star

Ms. tess mit, CA

Mar 30, 15:49

78

STOP the Park Fence it is ugly and dangerous.

send a green star

Name not displayed, CA

Mar 30, 15:06

77

Mr. Matthew Moreno, CA

Mar 30, 14:47

76

send a green star

Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp
or meeting date

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

- 1. For reference to Committee:
An ordinance, resolution, motion, or charter amendment.
- 2. Request for next printed agenda without reference to Committee.
- 3. Request for hearing on a subject matter at Committee:
- 4. Request for letter beginning "Supervisor inquires"
- 5. City Attorney request.
- 6. Call File No. from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No.
- 9. Request for Closed Session (attach written motion).
- 10. Board to Sit as A Committee of the Whole.
- 11. Question(s) submitted for Mayoral Appearance before the BOS on

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

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

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

Sponsor(s):

Subject:

The text is listed below or attached:

Signature of Sponsoring Supervisor: *David U*

For Clerk's Use Only:

