

File No. 140885

Committee Item No. 11

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date September 3, 2014

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

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| <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 checked="" type="checkbox"/> | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input checked="" 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: Linda Wong Date August 29, 2014

Completed by: \_\_\_\_\_ Date \_\_\_\_\_

1 [Accept and Expend Grant - Castro/Upper Market Community Benefit District - Castro  
2 Streetscape Improvement Project - \$121,860]

3 **Resolution retroactively authorizing the Department of Public Works to accept and**  
4 **expend a grant of up to \$121,860 from the Castro/Upper Market Community Benefit**  
5 **District for the Castro Streetscape Improvement Project for the period of March 10,**  
6 **2014, through November 10, 2014.**

7  
8 WHEREAS, The Castro Streetscape Improvement Project (herein referred to as  
9 PROJECT) was selected to be designed and constructed by the Department of Public Works  
10 under the 2011 Road Repaving and Street Safety Bond; and

11 WHEREAS, The construction contract on the PROJECT is in the amount of  
12 \$6,813,776.40 and for the period from March 10, 2014, through November 10, 2014; and

13  
14 WHEREAS, The Castro/Upper Market Community Benefit District (herein referred to as  
15 CCBD)'s mission is to provide services that improve the quality of life in the neighborhood,  
16 emphasizing clean, safe, beautiful streets; and

17 WHEREAS, On July 10, 2014, the CCBD Board of Directors passed a motion granting  
18 up to \$121,860 for specific decorative elements of the Castro Streetscape Improvement  
19 Project, which are included in the PROJECT's construction contract; and

20 WHEREAS, The CCBD grant does not require an ASO amendment; and

21 WHEREAS, Indirect costs are not an eligible use of the CCBD grant; and

22 WHEREAS, The CCBD grant does not require any matching funds;

23  
24 now, therefore, be it  
25

1 RESOLVED, That the San Francisco Board of Supervisors retroactively authorizes the  
2 Director of Public Works or his/her designee to accept and expend a grant of \$121,860 from  
3 the Castro/Upper Market Community Benefit District for the Castro Streetscape Improvement  
4 Project; and, be it

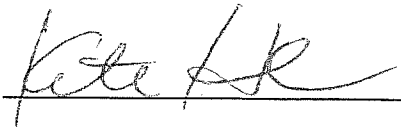
5  
6 FURTHER RESOLVED, That Director of Public Works or his/her designee is  
7 authorized to execute all documents pertaining to the project with the CCBD.  
8  
9  
10

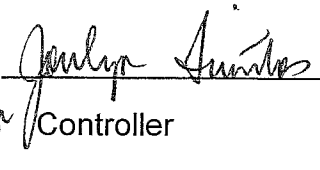
11  
12 Recommended:

13  
14   
15 7/9/14

16 Mohammed Nuru  
17 Director of Public Works

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21  
22  
23  
24  
25  
Mayor

Approved:   
\_\_\_\_\_

Approved:   
\_\_\_\_\_

for Controller



July 22, 2014

584 Castro Street #336  
San Francisco, CA 94114  
PH 415.500.1181  
FX 415.522.0395  
www.castrocbd.org  
www.facebook/  
castrocbd  
@visitthecastro

Mohammed Nuru  
Director of Public Works  
San Francisco Department of Public Works  
Office of the Director  
1 Dr. Carlton B. Goodlett Place, City Hall, Room 348  
San Francisco, CA 94102

Dear Director Nuru,

The Castro/Upper Market Community Benefit District (CBD) is excited about the changes proposed for the Castro Streetscape Improvement Project. We are pleased to partner with the City on the project by granting Public Works funding toward decorative crosswalks, historic facts, and celebratory lighting elements of the project.

The enclosed grant application details the agreed upon scope and budget for we will support.

The CBD agrees to award Public Works \$121,860 based on the Castro Community Benefit District Board of Directors memorandum on February 13, 2014.

Regards,

Executive Director

Enclosure

Grant Application for Castro Streetscape Improvement Project:  
Celebratory Lighting, Decorative Crosswalks, Historic Facts

**Project Description**

*Overall Project:*

The Castro Streetscape Improvement Project will add a number of beautification, safety, and paving improvements to the street. Funded largely by the 2011 Road Repaving & Street Safety Bond and Federal Transportation Administration, the project will add wider sidewalks, special paving and barrier improvements to Jane Warner Plaza, ADA compliant curb ramps, bike parking, street trees, and bulb-outs at indicated intersections. Muni overhead wiring and catenary pole relocation funded with Federal Transportation Administration dollars is also within the scope of the project. In addition, all of Castro Street and a portion of 18th Street will be newly repaved. As one of the most popular neighborhood destinations in San Francisco, and a district of great historic reference, the streetscape improvement project will increase pedestrian capacity and safety, and pay homage to LGBT (lesbian, gay, bi-sexual, transgender) history that has defined the Castro neighborhood.

**Scope of the grant:**

*Celebratory lights*

One unique feature of the proposed street design is “celebratory lights,” programmable, colored lights affixed to Muni poles along Castro Street. The scope of lights is along the 400 and 500 block of Castro Street, between Market Street and 19<sup>th</sup> Street. These lights would enhance the street life of Castro Street and provide customizable colors for holiday or community celebrations. There will be 48 lights affixed to 24 streetlight/catenary poles in pairs and 5 spare fixtures.

*Decorative crosswalks*

To define the neighborhood and add a gateway element to the main commercial strip of the Castro neighborhood, four decorative crosswalks will be installed in the project site on Castro Street at the intersection of Castro and 18<sup>th</sup> Streets. These decorative crosswalks will span all four crossings at this intersection. The designs will be applied through Dura Therm street print; a more durable method of crosswalk embedding that extends crosswalk visibility and longevity. In addition to aesthetic value and community pride, the high-visibility crosswalks also increase pedestrian safety at intersections. Final design for decorative crosswalks has been selected through a public process overseen by the Castro/Upper Market Community Benefit District.

*Historic facts special paving*

To highlight the cultural, social, and historic importance of the Castro neighborhood, historical facts of the neighborhood will be embedded into the sidewalk pavement along the project site. These facts will indicate significant dates, locations, and moments that have defined both the Castro/Eureka Valley the Castro, as well as the history of the LGBT movement. Historic facts will be etched onto 18 inch by 36 inch sections of paving within the site furnishing zone. There will be 20 historic facts installed in pairs at 10 locations.

**Right-of-Way Excavation**

Section 12.4 of DPW Order No. 176,707 Regulations for Excavating and Restoring Streets in San Francisco states that: Pavement made of special materials shall be restored in kind. So grant agreement should reference this document in regards to both decorative crosswalks and historic texts.

**Cost Overage/Underage**

**If the actual cost of any one of the items described in the grant (celebratory lights, special crosswalk paving, historic facts special paving) are higher than itemized below (Celebratory Lights - \$74,360; Special Crosswalk paving - \$37,500; Historic Facts Special Paving - \$10,000) the City will absorb the cost overage to complete the project or return the entire amount of the funding for that item to the Castro/Upper Market CBD.**

**If the actual cost to complete the projects are lower than any of the itemized improvements below (Celebratory Lights - \$74,360; Special Crosswalk paving - \$37,500; Historic Facts Special Paving - \$10,000); the City will refund the Castro/Upper Market CBD for the difference.**

**Approved fund amounts**

<i>Item Description</i>	<i>Extension</i>
Celebratory Lights	\$74,360
Special Crosswalk Paving	\$37,500
Historic Facts Special Paving	\$10,000
<b>TOTAL</b>	<b>\$ 121,860</b>

**Attachments:**

- A. Location of historic facts on Castro Street
- B. Historic facts illustration
- C. Decorative crosswalk illustrations
- D. Cut-sheet/brochure for celebratory lights (Lumenpulse)
- E. Castro/Upper Market Community Benefit District meeting minutes (February 13, 2014)

## DOCUMENT 00 52 00

## AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this 27th day of January 20 14 by and between Ghilotti Bros., Inc. located at 525 Jacoby Street, San Rafael, CA 94901 ("CONTRACTOR"), and the City and County of San Francisco, State of California (the "CITY"), acting through the Director ( the "DIRECTOR") of the Department of Public Works, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, the DIRECTOR awarded this AGREEMENT to CONTRACTOR on the 27th day of January, 2014 under Award of Formal Construction Contract Order No. 182138, as more fully appears in the formal record of the DIRECTOR:

ID No. FCE14040 / Contract No. 2124J  
Castro Streetscape Improvement Project

NOW, THEREFORE, CONTRACTOR, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to construct the Project in accordance with the requirements of the Contract Documents, to perform the Work in good and workmanlike manner to the satisfaction of the DIRECTOR, to prosecute the Work with diligence from day to day to Final Completion, to furnish all construction work, labor and materials to be used in the execution and completion of the Work in accordance with the Contract Documents, and to otherwise fulfill all of CONTRACTOR's obligations under the Contract Documents, as and when required under the Contract Documents to the satisfaction of the DIRECTOR.

CONTRACTOR's execution of this AGREEMENT signifies its acceptance of the Contract Time and Contract Sum as being sufficient for completion of the Work, as well as acceptance of the other terms and conditions of the Contract Documents.

**ARTICLE 1 - WORK**

- 1.01 Contract Documents. CONTRACTOR shall provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work, are defined in the General Conditions (Section 00 72 00). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Section 00 72 00).
- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide on a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.

**1.03 Compliance with Laws.**

- A. CONTRACTOR shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the CITY and other local agencies having jurisdiction over the Work, and all federal and state laws and regulations in any manner affecting the Contract Documents, the performance of the Work, or those persons engaged therein.
- B. All construction and materials provided under the Contract Documents shall be in full accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by CONTRACTOR and any and all persons, firms and corporations employed by or under it.
- C. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
- D. No additional costs will be paid or extensions of time granted as a result of such compliance.

**ARTICLE 2 - CONTRACT TIME**

- 2.01 **Completion Dates.** The Construction Work, excluding Long-Term Plant Establishment, shall be Substantially Complete within 240 consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the DIRECTOR, and Finally Completed in accordance with Article 9 of the General Conditions (Section 00 72 00) within 30 consecutive calendar days after the date after the date the CITY issues a Notice of Substantial Completion.
- 2.02 **Liquidated Damages.** It is understood and agreed by and between CONTRACTOR and the CITY that time is of the essence in all matters relating to the Contract Documents and that the CITY will suffer financial loss if the Construction Work, excluding Long-Term Plant Establishment, is not completed within the above-stated Contract Times, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions (Section 00 72 00). The CITY and CONTRACTOR further understand and agree that the actual cost to CITY which would result from CONTRACTOR's failure to complete the Construction Work, excluding Long-Term Plant Establishment, within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, CONTRACTOR and the CITY agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay the CITY the amounts set forth in Sections 00 73 02 and 00 73 03 (Contract Time and Liquidated Damages) for each calendar day that expires after the above Contract Times and the Construction Work, excluding Long-Term Plant Establishment, remains incomplete.

**ARTICLE 3 – CONTRACT SUM**

- 3.01 **Contract Sum.**



A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in the Schedule of Bid Prices on the Bid Form (Section 00 41 00):

1. Lump sums for specified portions of the Work.
2. The total of all Unit Price Items bid.
3. The allowance specified.
4. Selected additive/deductive Alternate Bid Items.

Total awarded contract amount: \$6,813,776.40.

The price(s) and amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.

B. CONTRACTOR understands and agrees that the CONTRACTOR shall be solely responsible for providing all resources that may be necessary to provide the Work, and that the CITY shall have no obligation whatsoever to finance any part of such costs except with respect to those amounts which become due under the terms and conditions of the Contract Documents.

3.02 Certification by Controller. This AGREEMENT is subject to the budget and fiscal provisions of the CITY's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of the CITY's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

#### ARTICLE 4 – LABOR REQUIREMENTS

4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including section 6.22(E).

4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and, when federal funds are involved, the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, as same may be changed during the term of this AGREEMENT, shall be included in this AGREEMENT and are hereby incorporated by this reference. CONTRACTOR agrees that any person performing labor in the provision of the Work shall be paid not less than the highest general prevailing rate of wages as so determined. If federal funds are involved, where the minimum rate of pay for any classification differs among State, City and Federal wage rate determinations, the highest of the three rates of pay shall prevail. CONTRACTOR shall include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed. CONTRACTOR shall require any contractor to provide, and shall deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

A. Copies of the latest prevailing wage rates are on file at the Department of Public Works,

City and County of San Francisco, Maurice Williams, Manager, PCS, 1680 Mission Street, 4<sup>th</sup> Floor, San Francisco, CA, 94103 and are also available on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus fifty dollars (\$50.00) for:

- A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
- B. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

#### ARTICLE 5 – INDEMNITY

- 5.01 To the fullest extent permitted by law, and consistent with California Civil Code section 2782 AND General Conditions (Section 00 72 00) Article 3, the CONTRACTOR shall assume the defense of, indemnify and hold harmless the CITY, its boards and commissions, other parties designated in Section 00 73 16, 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, damages, actions, losses and liabilities 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 or nonperformance of the Work. The liability of CONTRACTOR shall not be limited to the amount of insurance coverages required under the Contract Documents (Section 00 73 16). 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.

#### ARTICLE 6 – RIGHTS AND REMEDIES

- 6.01 General. The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the Parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the Parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, the CITY shall have any and all equitable and legal remedies that it would in any case have.
- 6.02 No Waiver. No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by the CITY shall be a waiver in writing that explicitly states the item or right being waived.
- 6.03 City's Remedies for False Claims and Other Violations. The CONTRACTOR or any Subcontractor or Supplier who violates any provision of Chapter 6 of the Administrative Code or who submits a false claim to the CITY may be subject to monetary penalties under Administrative Code Chapter 6, Article V. The Contractor or any Subcontractor or Supplier who engages in willful misconduct compromising its good faith dealings with the City or other public entities may be declared nonresponsive and debarred under Administrative Code Chapter 28.
- A. CONTRACTOR shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Paragraph 6.03.

**ARTICLE 7 – RESOLUTION OF CONFLICTING TERMS**

- 7.01 The Contract Documents and any other agreements between the Parties relating to the Project are intended to be read together and integrated as a whole, and shall be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents shall not be deemed to be in conflict. It is expressly agreed by and between CONTRACTOR and the CITY that should there be any conflict between the terms of this AGREEMENT and the Bid of CONTRACTOR, then this AGREEMENT shall control and nothing herein shall be considered as an acceptance of any terms of the Bid which conflict with this AGREEMENT.

**ARTICLE 8 – GOVERNING LAW AND VENUE**

- 8.01 Governing Law. The Contract Documents shall be interpreted in accordance with the laws of the State of California and the provisions of the CITY's Charter and Administrative Code, including but not limited to Chapter 6 of the San Francisco Administrative Code, which is incorporated by this reference as if set forth herein in full.
- 8.02 Venue. All Claims, counter-claims, disputes and other matters in question between the CITY and CONTRACTOR arising out of or relating to this AGREEMENT or its breach will be decided by a court of competent jurisdiction within the State of California.

**ARTICLE 9 – DISPUTE REVIEW BOARD**

Not applicable.

**ARTICLE 10 – NOTICES TO PARTIES**

- 10.01 Unless otherwise indicated in the Contract Documents, all written communications sent by the Parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To CITY:                                 John Dennis  
30 Van Ness Avenue, 5th Floor  
San Francisco, CA 94102  
John.Dennis@sfdpw.org (415) 558-4495

To CONTRACTOR:                       Ghilotti Bros., Inc.  
525 Jacoby Street  
San Rafael, CA 94901  
tomb@ghilottibros.com (415) 454-7011

- 10.02 From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.
- 10.03 The delivery to CONTRACTOR at the legal address listed above, as it may be amended upon written notice, or the depositing in any post office or post office box regularly maintained by the United States Postal Service in a postage paid wrapper directed to CONTRACTOR at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon CONTRACTOR.

**ARTICLE 11 – PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY**

11.01 CONTRACTOR understands and agrees that, in the performance of the Work under this AGREEMENT or in contemplation thereof, CONTRACTOR may have access to private or confidential information which may be owned or controlled by CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to CITY. CONTRACTOR agrees that all information disclosed by CITY to CONTRACTOR shall be held in confidence and used only in performance of the AGREEMENT. CONTRACTOR shall exercise the same standard or care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

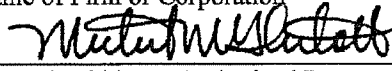
**ARTICLE 12 – TERMINATION**

12.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations required to be performed by CONTRACTOR and the CITY have been fulfilled, unless sooner terminated as set forth in Article 14 of the General Conditions (Section 00 72 00).

Executed on February 07, 20 14

(415) 454-7011  
Telephone Number

Ghilotti Bros., Inc.  
Name of Firm or Corporation



(Signed) Bidder or Authorized Representative  
**MICHAEL M. GHILOTTI**

PRESIDENT/TREASURER  
Position in Firm or Corporation

338672  
S.F. Business Tax Registration  
Certificate Number

525 Jacoby Street, San Rafael, CA 94901  
Address of Firm or Corporation Zip Code

132128  
Contractor's California License No.

12/31/2015  
License Expiration Date

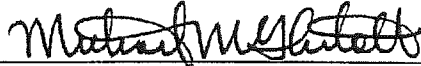
IN WITNESS WHEREOF, the CONTRACTOR and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT in duplicate, the day and year first above written.

CONTRACTOR:

I further certify that I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Ghilotti Bros., Inc.

Principal

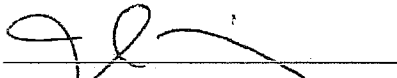


By: MICHAEL M. GHILOTTI  
PRESIDENT/TREASURER

Title

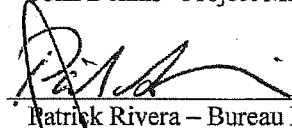
CITY:


Recommended:

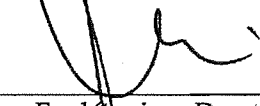
  
John Dennis - Project Manager

Approved as to form:  
DENNIS J. HERRERA  
City Attorney

Approved:

By:   
Patrick Rivera - Bureau Manager

By:   
Deputy City Attorney

By:   
Fuad Sweiss - Deputy Director

By:  2/26/14  
Mohammed Nuru - Director

END OF DOCUMENT





## CASTRO/UPPER MARKET COMMUNITY BENEFIT DISTRICT

584 Castro Street #336; San Francisco CA 94114

[www.CastroCBD.org](http://www.CastroCBD.org) 415/500-1181

### Minutes of the Regular Monthly Board of Directors Meeting on July 10, 2014 Castro Community Meeting Room, 501 Castro Street, Second Floor, San Francisco, California

The meeting was called to order at 6:03 pm by President Alan Lau.

A quorum was present and was maintained throughout the meeting.

**Directors Present:** Joel Bubeck, President Alan Lau, Jim Laufenberg, Wendy Mogg, Secretary Pauline Scholten, Immediate Past President Gustavo Serina, Ken White; Treasurer Dennis Ziebell;

**Directors Absent and Excused:** Scott James, Tim Patriarca, Pat Sahagun

**Directors Absent, not Excused:** none

**Staff, Guests Present:** Executive Director Andrea Aiello, Consultant Ben Horne; Bookkeeper Alan Pex; Richard Magary (taking Minutes).

**Members of the Public Present:** Four (4) members of the public, including Luis Cuadra, Les Natali, Michael Petrelis and Mitch Hightower who signed in and/or identified themselves during introductions or public comment.

#### **Brown Act Notice**

Alan summarized California's Brown Act, as its rules apply to the CBD's board meetings. They include provisions that meetings are publicly noticed in advance and are open to the public; for public comment before any vote is taken on each agenda item and following committee reports; and for general public comment, scheduled as Item 7 on the agenda for this meeting, to be called in order but no later than 7:25pm. Guests who interrupt or are otherwise disruptive of the meeting will be given a verbal warning. If a second interruption or disruption by the individual(s) occurs at the meeting, they will be asked to leave.

A copy of the meeting agenda was publicly posted timely in advance, on-line at [www.castrocbd.org](http://www.castrocbd.org) and at the S.F. Public Library, 100 Larkin Street. A copy of the board package was available for public review at the meeting.

#### **Introductions**

Board members introduced themselves and noted any current, potential conflicts of interest. Guests were invited (but not required) to introduce themselves and to sign in.

#### **Consent Agenda**

None.

#### **Board Meeting Minutes from June 12, 2014**

After a call for public comment on the draft minutes (there was none), the minutes were **approved** (M-JL, 2<sup>nd</sup>-DZ).

#### **Reports/Announcements**

None

*continued*

### **Executive Director's Report**

Andrea said that street trash, abuse of Recology bins, and stencil graffiti have been worse in recent weeks, now tempered somewhat by an arrest and continued cleaning efforts. The "Shop the Castro" social media campaign was successful, including generous participation by merchants with prize donations. First Building did a good cleanup job with extra staffing after Pink Saturday and Pride weekend. Steaming cleaning is scheduled soon. An extra cleaning person now will work the eastern end of the district on a trial basis. Andrea is working with NBS to complete detailed analysis of assessment changes/corrections by the SF Assessor's deadline. The new Ambassadors season is starting well. There's a social for the Ambassadors at Mudpuppy's (536 Castro) on July 23, 6-8pm. All board members encouraged to attend and express appreciation. Due to unexpected construction schedules with the Sidewalks Widening Project, Jane Warner Plaza won't be available and several *Live!* in the Castro concert dates in August-September must be cancelled. Concerts on July 13, 20, 27 will take place. After board discussion and a call for public comment, Michael Petrelis expressed concern about the changing nature of crowds attending Pink Saturday. It felt less safe and neighborhood-friendly this year. Andrea said that discussions are ongoing with The Sisters, who sponsor the event, law enforcement, etc.

### **Executive Committee Report**

After a call for public comment (there was none), minutes of the Executive Committee's July 8, 2014 meeting were **approved** (M-DZ, 2<sup>nd</sup>-PSch).

Andrea explained some elements of the current assessments review process underway with support from NBS. They involve properties at corners, where a Market Street frontage assessment was calculated, but not for corresponding frontage for the same building(s) around the corner. All work on this assessment element may not be completed by the SF Assessor's July 31 deadline; accordingly our revenue estimates for this element may not be achieved.

Andrea described plans for new, expanded office space at 549-A Castro Street required by added staffing for the Retail Strategy and Castro Cares projects. Coldwell-Banker generously has offered continued use of their conference room for committee meetings. The plans call for sub-let of the 2<sup>nd</sup> floor to a writers' group led by board member, Scott James. There will be space to store First Building's janitorial equipment. The administrative overhead provisions in new contracts will help cover the rent cost. Occupancy of the new space on September 1 is planned; Andrea will schedule an informational walk-thru for board members.

**Motion** was made (M-PSch, 2<sup>nd</sup>-GS) to amend the 2014-15 budget as presented by the Executive Committee. After Board discussion and a call for public comment (there was none), the **motion was approved**.

**Motion** (M-PSch, 2<sup>nd</sup> GS) was made to authorize the Executive Director to sign (after approval of the final lease agreement by the Executive Committee) a 3-year lease agreement, with the option to renew for a second 3 years, for offices at 549-A Castro Street for \$3,800.00/month and to enter into a subtenant lease with Scott James, Castro Writers Grotto, JBA, Inc. for \$2,500.00/month plus 66% of utilities for the upstairs portion of the space. After board discussion and a call for public comment (there was none), the **motion was approved**.

Andrea provided an update and finalized details of the proposed grant agreement with the City for "extras" included in the Castro Street Sidewalks Widening project. This "grant agreement" simply is the method the City uses to accept the funds that have already been approved to fund the decorative crosswalks, history walk and the celebratory lights .

**Motion** was made (M-AL, 2<sup>nd</sup>-JL) to approve a grant agreement with the City and County of San Francisco to fund elements of the current Castro Street Sidewalks Widening project. They include celebratory lighting (\$74,360), decorative crosswalks (\$37,500), and historic etchings in the sidewalk (\$10,000), for a total of \$121,860.00 as indicated in the amended agreement. After board discussion and a call for public comment (there was none), the **motion was approved**.



Andrea outlined the proposed “Castro Cares” project that also was described in the board package and is being developed by the Castro Quality of Life Committee. The CBD will manage the project, with a total budget of \$334,000. Funding sources include \$100,000 from the S.F. Mayor’s Office, \$15,000 in the current CBD budget, plus added funds from prospective grants and from “subscription” donations to be solicited from local businesses and residents.

**Motion** was made by the Committee (no second required) to accept \$100,000.00 from the City & County of San Francisco for Castro Cares. During board discussion, an **amendment to the motion** was made (M-GS, 2<sup>nd</sup>-JL), to authorize Andrea to negotiate an agreement for the Castro Cares project, pending the Executive Committee’s satisfaction with further project details and contingencies. Following board discussion, there was a call for public comment. Mitch Hightower asked for clarification of project goals, and noted the need to define project specifics. Michael Petrelis asked for (and was given) clarification regarding earlier community meetings on the topic. Alan Pex asked what liability is being incurred with the project. After further board discussion, the **amended motion then was approved.**

**Motion** was made by the Executive Committee (no second required) that the CBD will charge a minimum of 10% overhead as part of all future grants received. After board discussion and a call for public comment (there was none), the **motion was approved.**

Andrea gave an update on plans for the fall board retreat. Andrea noted that Ken has volunteered to be on the retreat planning committee, and she asked for another volunteer, Wendy agreed to join this ad hoc planning group.. The committee’s recommendations will be discussed at the August board meeting.

#### **Finance Committee Report**

After a call for public comment (there was none), minutes of the Finance Committee’s May 21 and July 7, 2014 meetings were **approved** (M-DZ, 2<sup>nd</sup>-PSch).

**Motion** was made by the Committee (no second required) to keep six (6) months of operating expenses in reserve with the understanding that these funds are fungible and, if needed, the Board can use these funds with a plan to replace and/or use a line of credit which should be set up as soon as possible. After board discussion and a call for public comment (there was none), the **motion was approved.**

Dennis said that, as delegated in June by a board vote, the Finance Committee conducted further search and interviews (a total of 6 companies were approached) and the Executive Committee recommends the selection of Chek Tan and Company, CPAs to conduct the CBD’s annual review and tax preparation for a total of \$5000. Andrea reviewed the scope of work for Ben Horne and Alan Pex .

#### **Land Use Committee Report**

Wendy reported on the Committee’s process and recommendation for the proposed “Hamburger Mary’s” “formula retail” restaurant at 531 Castro Street. Support is recommended in this case, since the business will not carry all the same signage of other Hamburger Mary’s and the signage etc will be more SF specific, also noted that Hamburger Mary’s still does seem to be gay-themed, and is appropriate for this neighborhood. Project sponsor, Les Natali also made comments asking for support.

**Motion** was made by the Committee (no second required) that the CBD support the proposed Hamburger Mary’s project, as described in the draft letter dated June 13, 2014 to Cindy Wu at San Francisco Planning Commission which was in the board package. After board discussion, there was a call for public comment. Mitch Hightower said he supports the project. After further discussion, the **motion was approved.**

#### **General Public Comment**

Castro/Upper Market CBD Minutes July 10, 2014

At this point in the meeting it was 7:25pm, the scheduled time for general public comment. Michael Petrelis spoke about issues in his campaign for District 8 Supervisor in the November 4 election, and handed out materials.

**District Identity and Streetscape Improvement Committee Report**

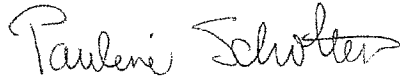
The DISI's report regarding changes in the Live! in the Castro schedule was covered in the Executive Director's Report (see above).

**Adjournment**

The meeting was adjourned at 7:30 pm.

Minutes taken and prepared by Richard Magary

**Date Approved** August 14, 2014



Pauline Scholten, Secretary



Edwin M. Lee, Mayor  
Mohammed Nuru, Director



**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Mohammed Nuru, Director of Public Works *MN*  
**DATE:** July 8, 2014  
**SUBJECT:** Accept and Expend Resolution for Castro Streetscape Improvement Project  
**GRANT TITLE:** Castro/Upper Market Community Benefit District

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

- Proposed grant resolution;
- Grant information form, including disability checklist
- Grant budget
- Grant application
- Grant award letter from funding agency
- Other (Explain):

**Special Timeline Requirements:** None

**Departmental representative to receive a copy of the adopted resolution:**

**Name:** Ananda Hirsch **Phone:** 415.558.4034

**Interoffice Mail Address:** DPW, IDC 30 Van Ness Ave, 5th Floor

Certified copy required  Yes  No



**File Number:** \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Ordinance Information Form**  
(Effective May 2011)

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

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

1. Grant Title: Castro Streetscape Improvement Project: Celebratory Lighting, Decorative Crosswalks, Historic Facts

2. Department: Public Works

3. Contact Person: Ananda Hirsch Telephone: 558.4034

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$121,860

Grant Code: CBDC01

6a. Matching Funds Required: \$0

b. Source(s) of matching funds (if applicable): N/A

7a. Grant Source Agency: Castro/Upper Market Community Benefit District

b. Grant Pass-Through Agency (if applicable): N/A

8. Proposed Grant Project Summary:

Grants funds are for the following decorative elements of the Castro Streetscape Improvement Project: celebratory lights, special crosswalk paving, and historic facts special paving.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: March 10, 2014

End-Date: November 10, 2014

10. Number of new positions created and funded: 0

11. Explain the disposition of employees once the grant ends? N/A

12a. Amount budgeted for contractual services: \$121,860

b. Will contractual services be put out to bid? Yes

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? Yes.

d. Is this likely to be a one-time or ongoing request for contracting out? One time

13a. Does the budget include indirect costs?  Yes  No

b1. If yes, how much? \$

b2. How was the amount calculated?

c. 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):

c2. If no indirect costs are included, what would have been the indirect costs? \$7,008

14. Any other significant grant requirements or comments:

**\*\*Disability Access Checklist\*\***

15. 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 type="checkbox"/> New Structure(s)           |  |

16. 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 access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

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

Kevin Jensen  
(Name)

Disability Access Coordinator  
(Title)

Date Reviewed: JULY 8, 2014

Kevin H. Jensen  
(Signature Required)

Overall Department Head or Designee Approval:

Mohammed Nuru  
(Name)

Director, Department of Public Works  
(Title)

Date Reviewed: \_\_\_\_\_

[Signature]  
(Signature Required)  
7/8/14

Print Form

# 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. Reactivate File No. [ ]
- 10. 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 Imperative Form.**

**Sponsor(s):**

Supervisor Scott Wiener

**Subject:**

Accept and Expend Grant – Castro/Upper Market Community Benefit District- \$121,860

**The text is listed below or attached:**

Resolution retroactively authorizing the Department of Public Works to accept and expend a grant of up to \$121,860 from the Castro/Upper Market Community Benefit District for the Castro Streetscape Improvement Project for the period of March 10, 2014 through November 10, 2014.

Signature of Sponsoring Supervisor: *Scott Wiener*

For Clerk's Use Only:

140885

