

O N D A R O S A

129 Jasper Place
San Francisco, CA 94133
Phone/Fax: 415-362-7441

Architecture
Urban Design
Space Planning
Interior Design

November 21, 2013

Ms. Barbara L. Moy, Bureau Manager
Department of Public Works
Bureau of Street-Use and Mapping
1155 Market Street, 3rd Floor
San Francisco, CA 94103
(415) 554-5810 (Phone)
(415) 554-6161 (Fax)

RECEIVED
NOV 26 2013

PERMIT SECTION

RE: Request for Major Sidewalk
Encroachment at 157 24th Ave
O.R. Project #2004.28

Dear Ms. Moy:

This letter is a request to reinstate the proceedings to obtain a major sidewalk encroachment at 157 24th Ave, located in the Clay Park neighborhood (North of Lake Street). This process was underway in 2005 with Encroachment Permit # 05ME-0007, some approvals were obtained, but the overall project was stopped due the recessions and personal issues.

The current Project Description remains consistent with the 2005 proposal. It consists of Constructing a new 2-car garage and driveway with new curb cut. The sidewalk will go over the garage and exist at its current elevation width and slope. The garage door and approximately 15' of garage will be in the public right of way, but below the sidewalk. An existing stair up from the street to the public sidewalk will be reconstructed and terraced retaining walls and planting shall be reconstructed in an improved format to the existing landscape. The two properties to the North have major Encroachments. 155 - 24th Avenue (Lots 32-37 block 1334) has an encroachment that was accomplished years ago with a "Street Vacation" and this vacated area is now known as lot 38 / block 1334. Another encroachment exists two doors north at 151-153 - 24th Avenue (Lot 004 / block 1334) and is currently under construction. This was accomplished as a Major Sidewalk Encroachment under DPW/BSM Res. No. 746-03 (DBI App. # 200301175472).

Enclosed you will find

- ✓ Application with all blanks filled in and signed by City Agency with jurisdiction over property or project
- ✓ Map showing adjacent properties
- ✓ Site Plan
- ✓ Architectural floor plans
- ✓ Elevations of proposed project/site
- ✓ Photographs of project/site
- ✓ Check payable to Planning Department
- ✓ Letter authorizing agent to sign application
- ✓ Draft outlining compliance with eight Priority Policies of Planning Code Section 101.1

I will look forward to hearing from your office.

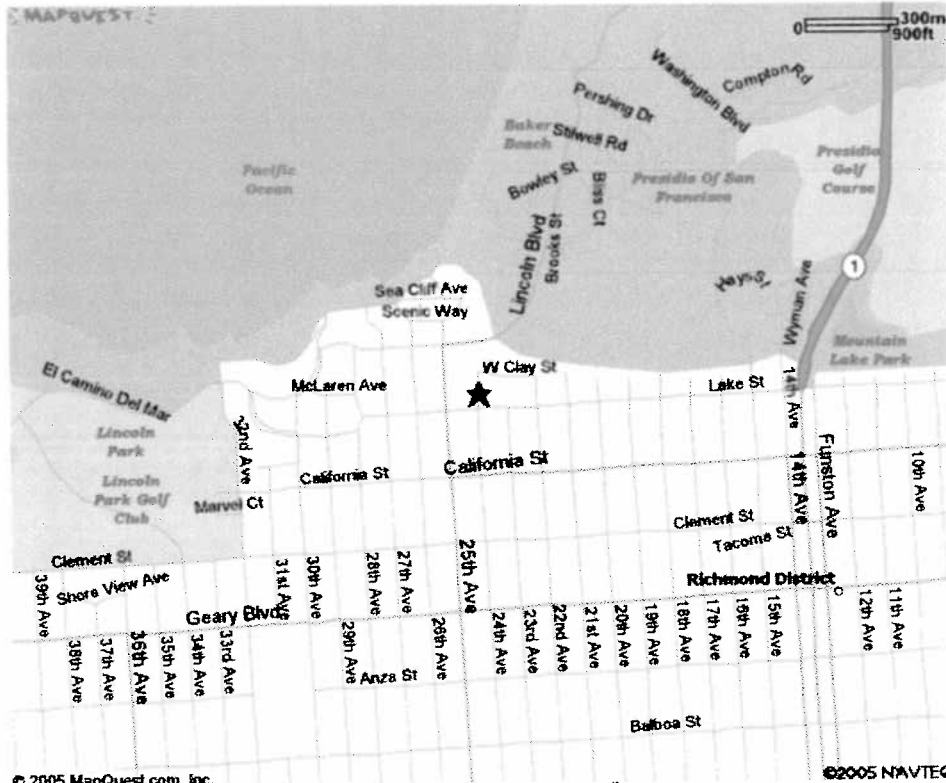
Sincerely,
Brent McDonald, Architect C-24017



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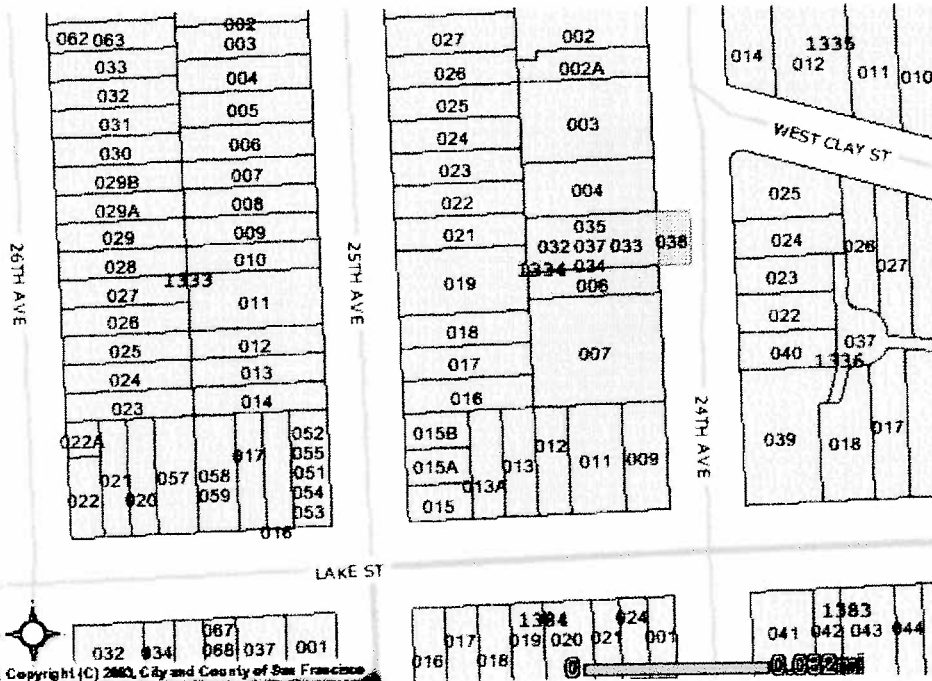
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Vicinity Map for 157 – 24th Avenue (west side of 24th)



Block and lot numbers of adjacent parcels. The Major sidewalk encroachment will occur in front of lot 006 / block 1334 commonly known as 157 – 24th Avenue

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LOOKING WEST FROM 24TH AVENUE TOWARDS 157 – 24TH



LOOKING SOUTHWEST FROM 24TH AVE. TOWARDS 157 – 24TH & CATCHING 155-24TH

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LOOKING SOUTHWEST FROM 24TH AVE. TOWARDS THE GARAGES OF 155 – 24TH & CATCHING 155 AND 157 24TH IN THE BACKGROUND



LOOKING WEST FROM 24TH AVE. TOWARDS THE GARAGES OF 155 – 24TH

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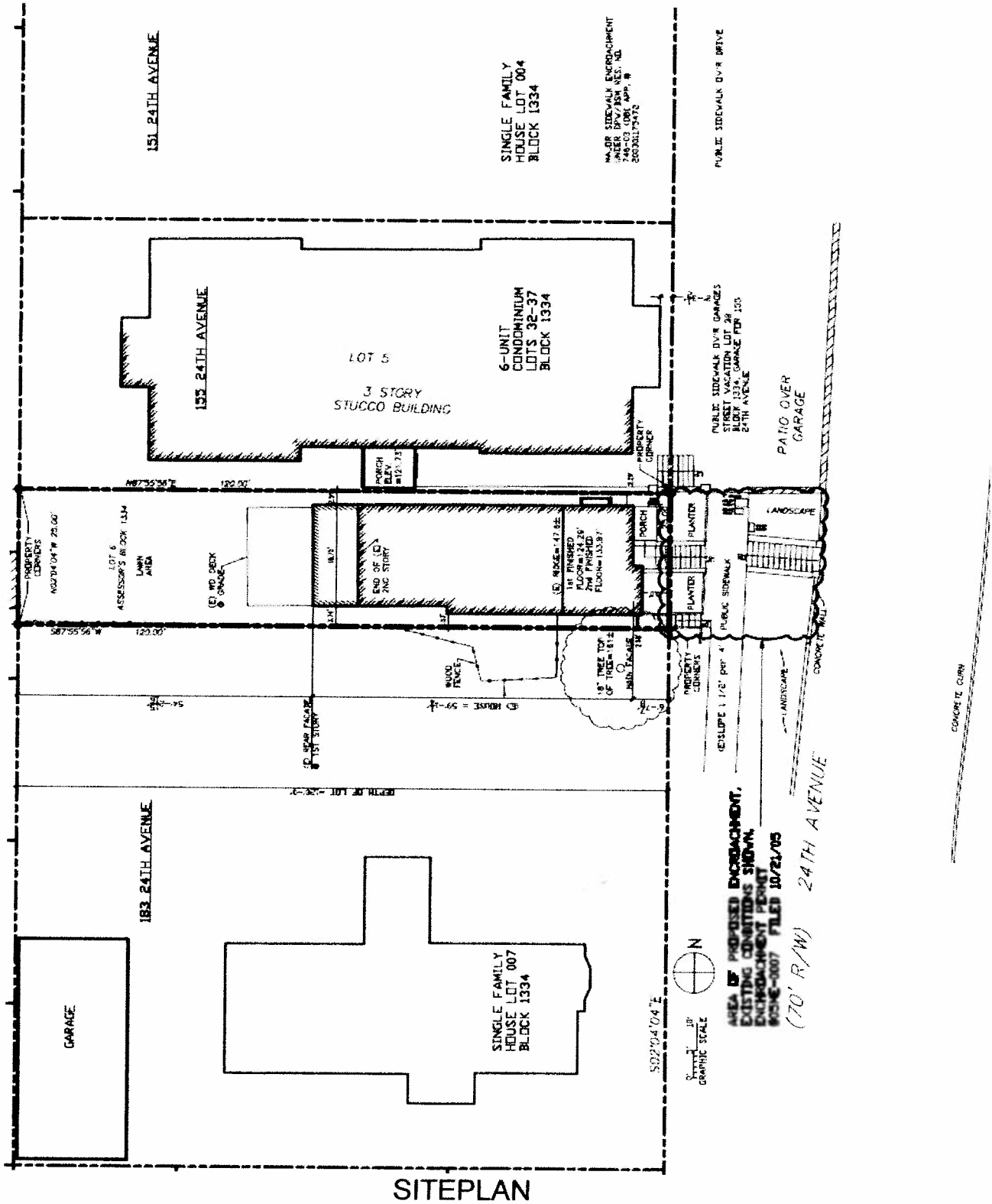


LOOKING WEST FROM 24TH AVE. TOWARDS GARAGE OF 151 - 24TH

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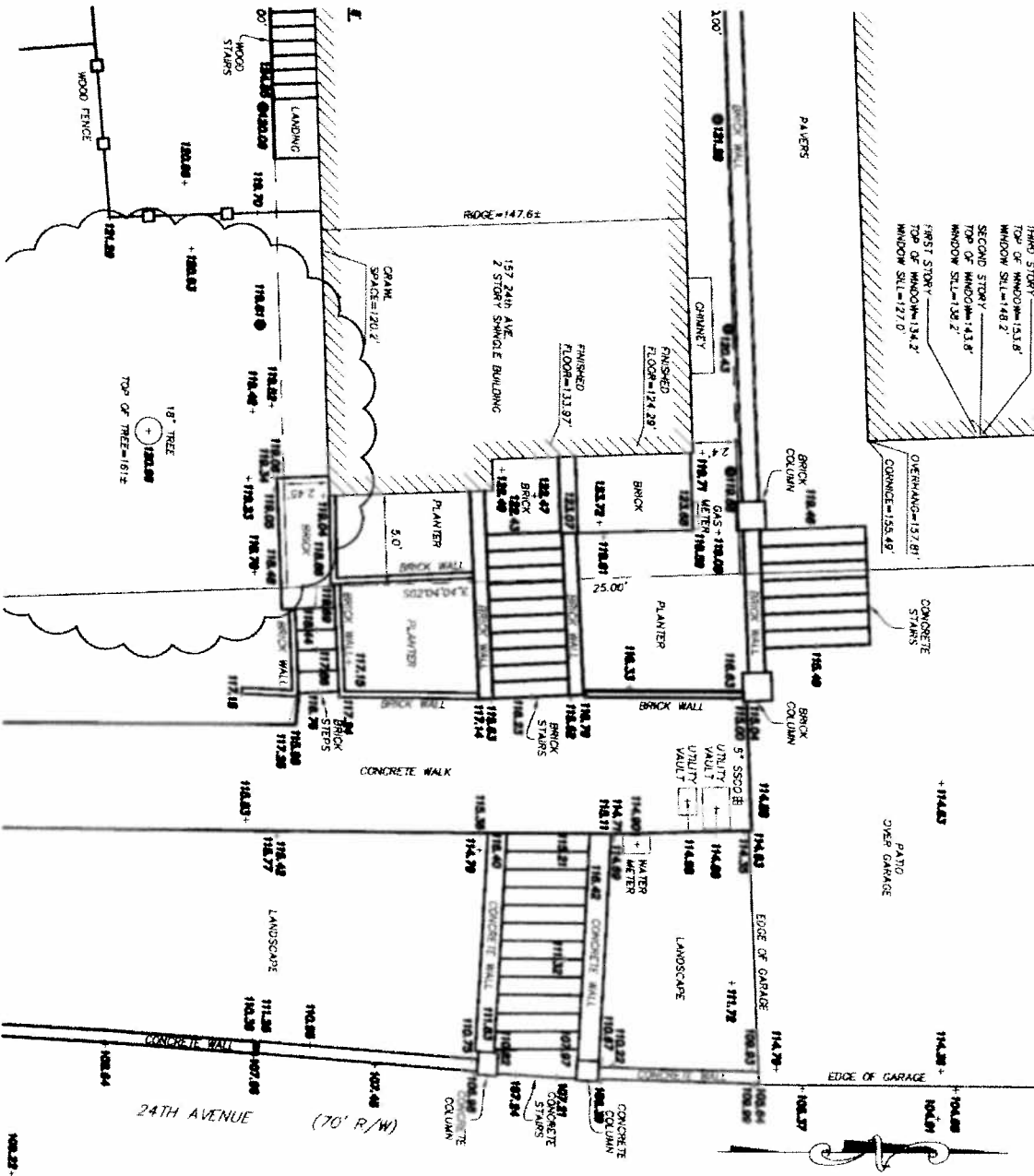


SITEPLAN

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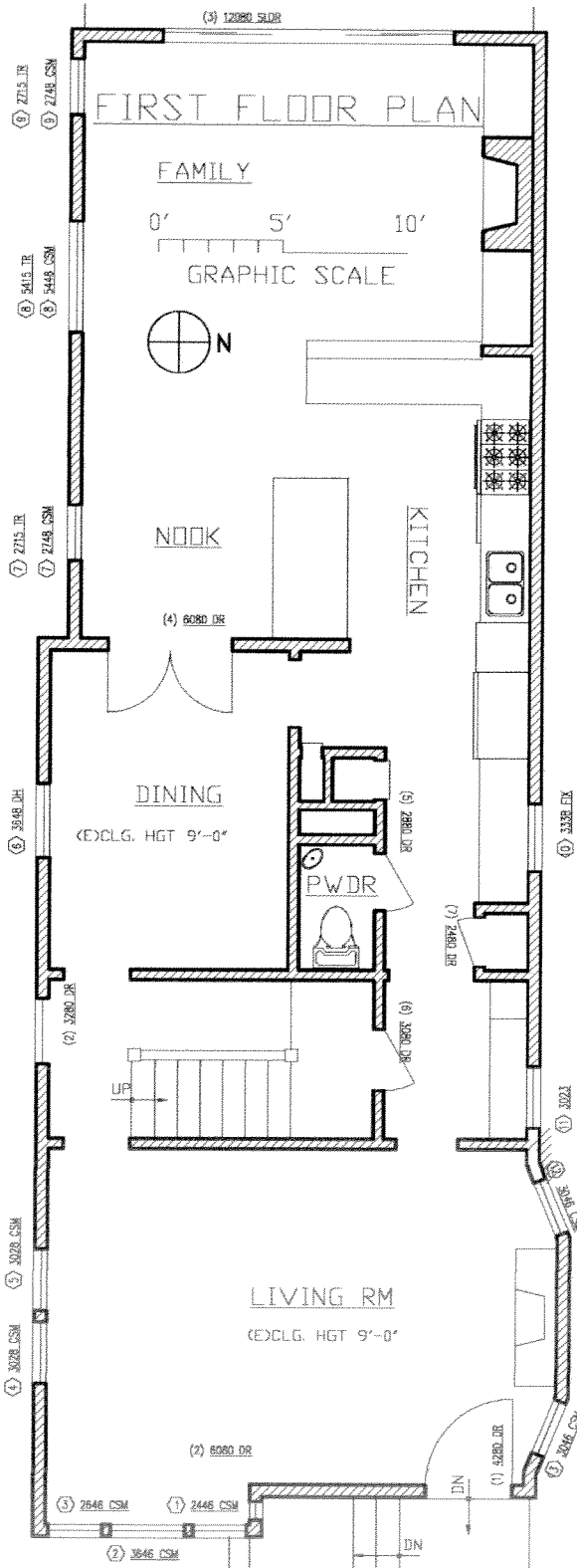


SURVEY OF FRONTYARD OF 157-24TH AVE

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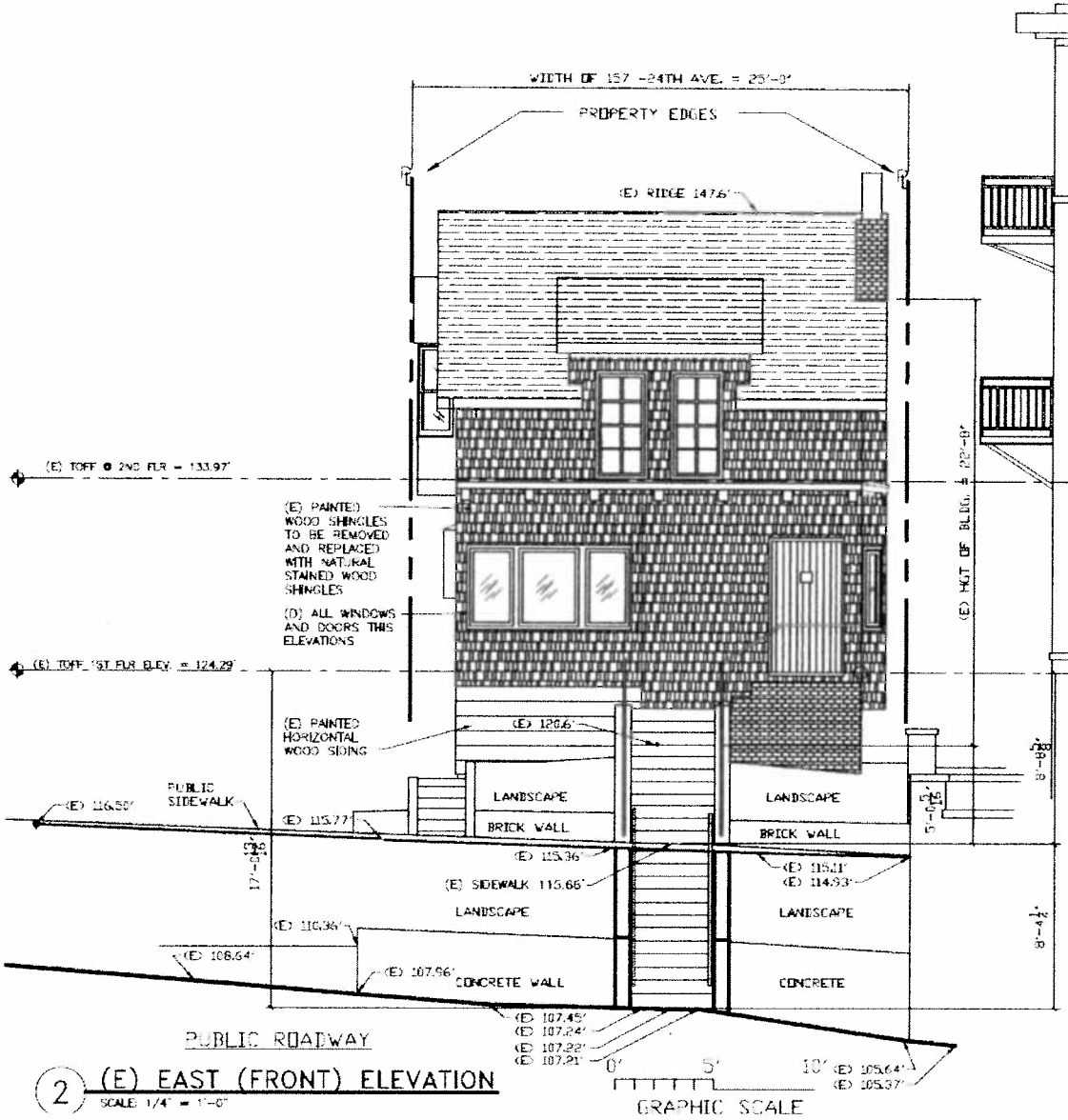


EXISTING FIRST STORY PLAN

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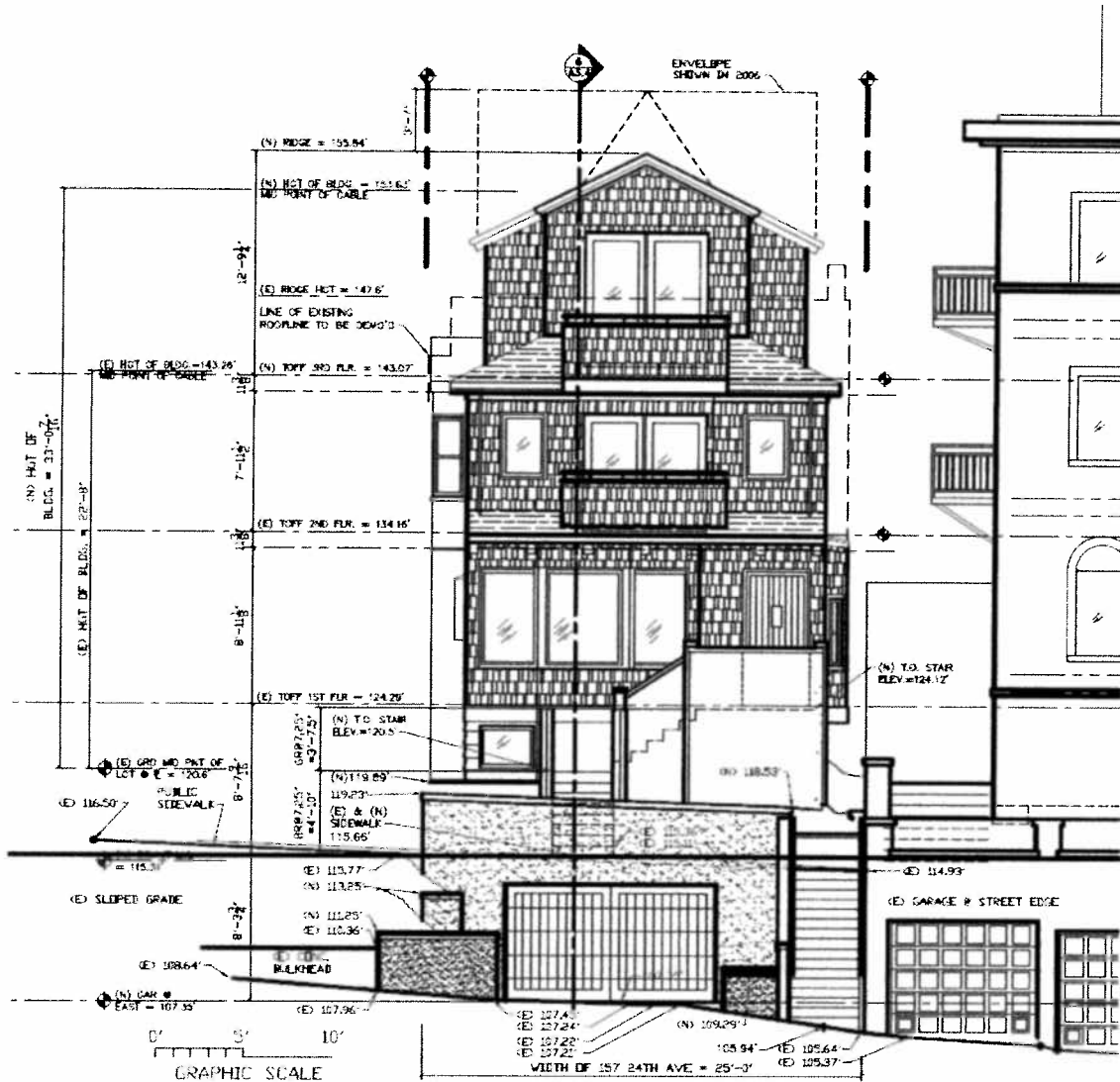


EXISTING FRONT ELEVATION

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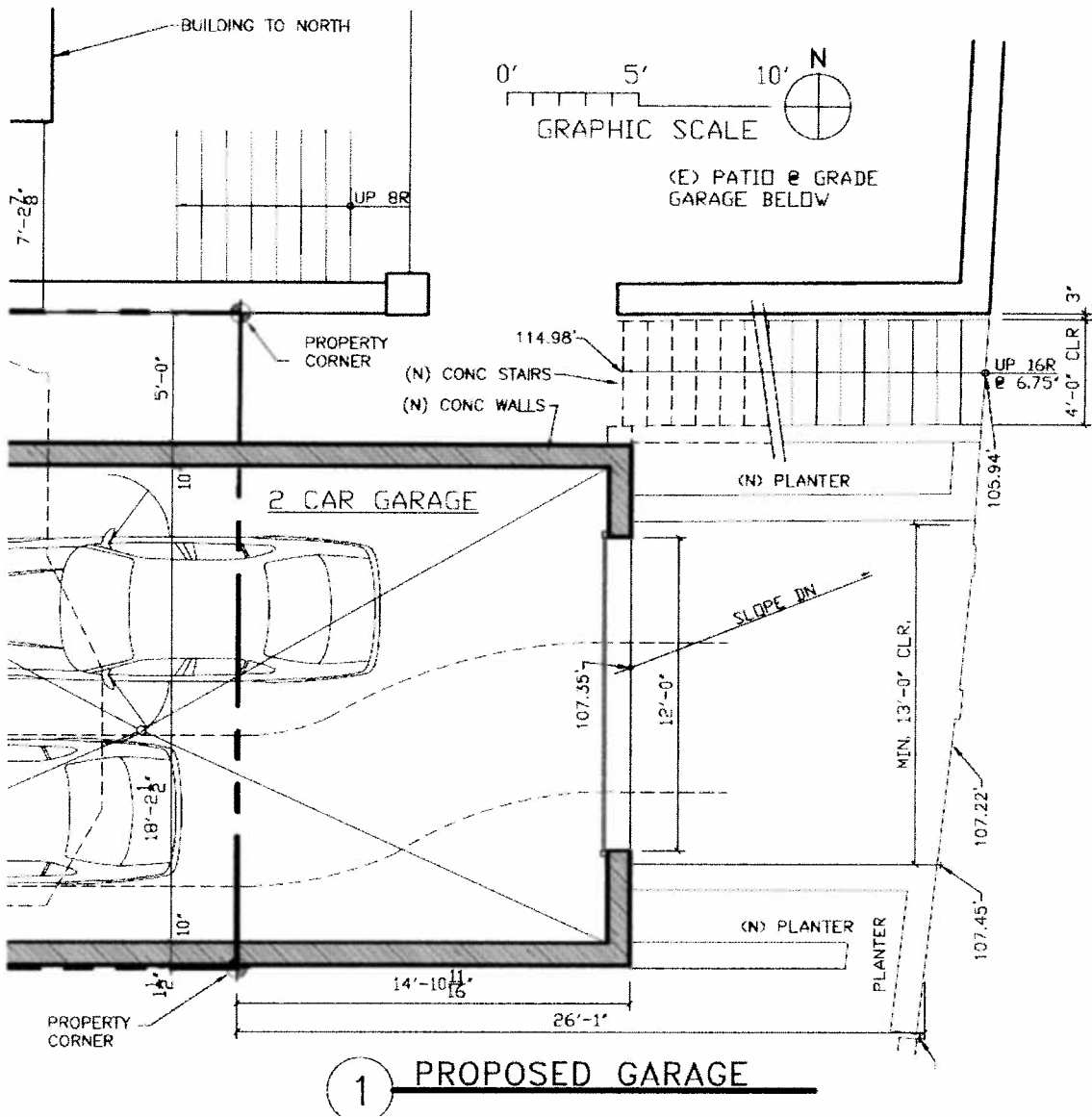
① EAST (FRONT) ELEVATION
 SCALE: 1/4" = 1'-0"

PROPOSED FRONT ELEVATION

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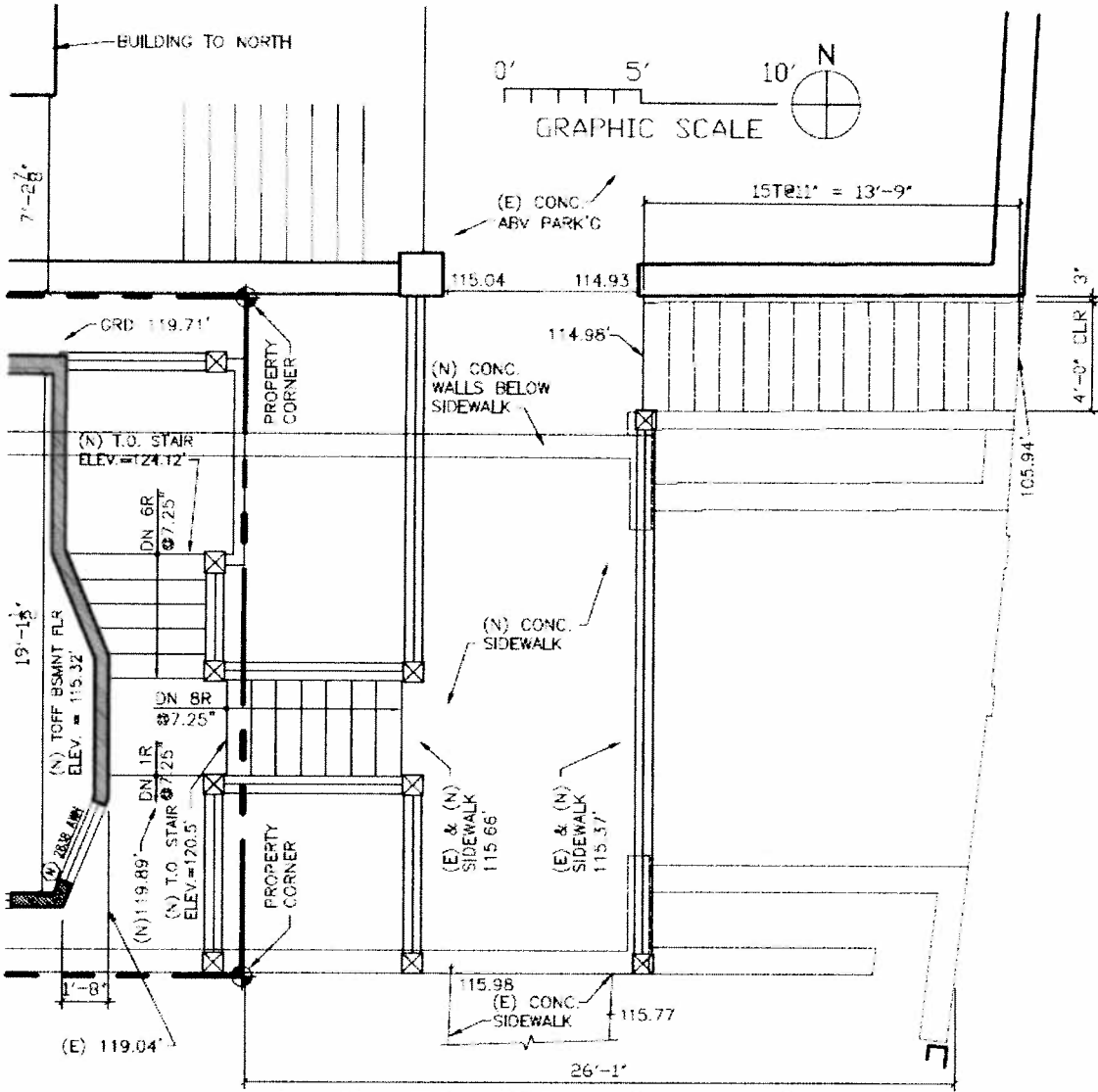
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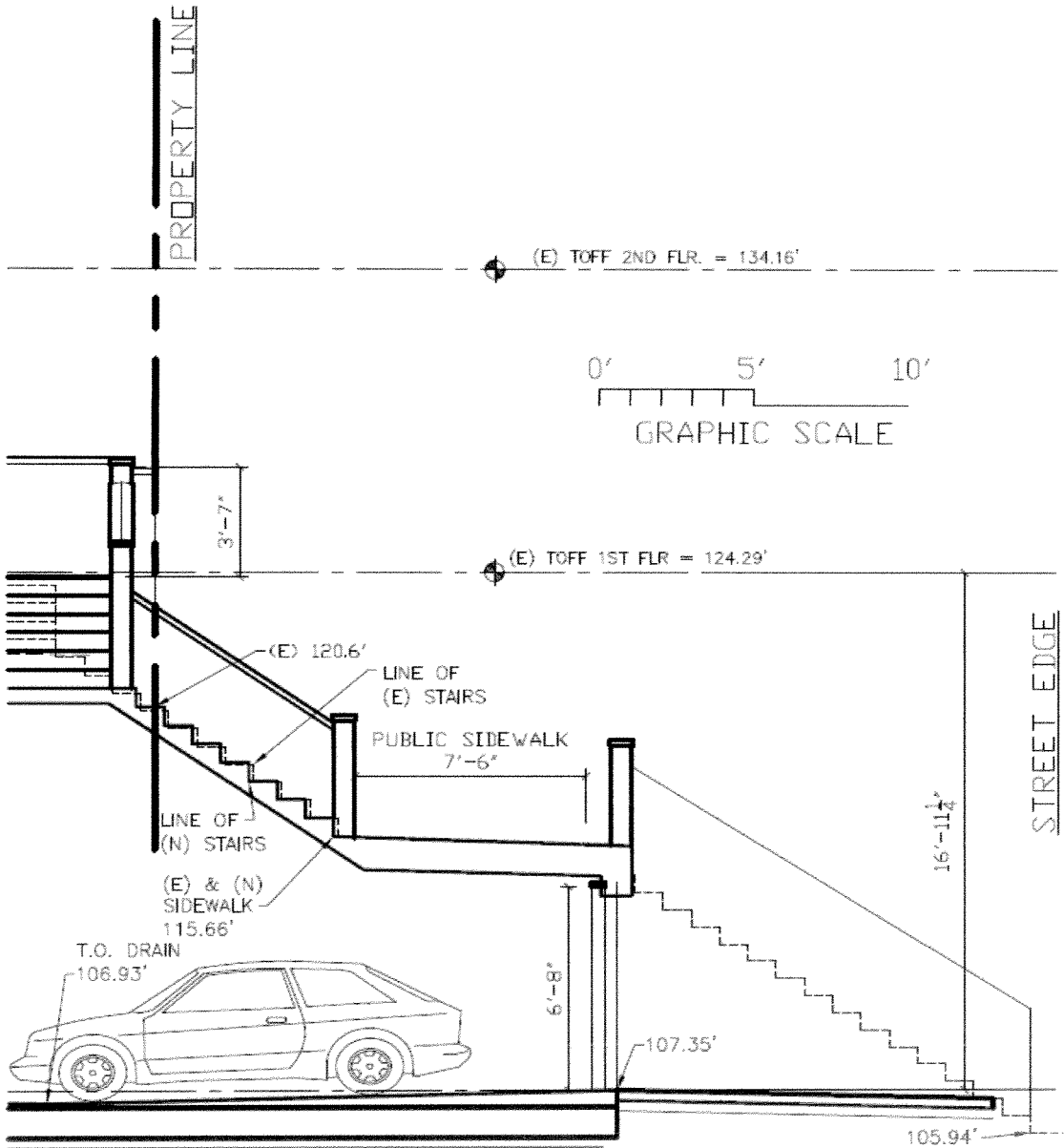


2 PROPOSED BASEMENT

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6 EAST/WEST SECTION



SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Date: June 26, 2014

Case No. Case Number 2013.1874R
Construction of Garage Structure and Driveway within Public
Right-of-Way

Block/Lot No.: 1334 / 006

Project Sponsor: Ms. Kristina Baker
157 24th Avenue
San Francisco, CA 94121

Referred By: Nick Elsner
San Francisco Department of Public Works

Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org

Recommendation: Finding the project, on balance, is in conformity with
the General Plan

Recommended By: 
John Rahaim, Director of Planning

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JUL - 2 2014
PERMIT SECTION

PROJECT DESCRIPTION

On May 28, 2014, the Department received your request for a General Plan Referral as required by Section 4.105 of the Charter and Section 2A.53 of the Administrative Code.

The proposed project is to construct a garage and a driveway within the 24th Avenue public right-of-way. The west sidewalk on subject segment of 24th Avenue, (between Lake Street and west Clay Street) is setback by about 15-feet from the 24th Avenue roadway and about 10-feet above the roadway. The street features a retaining wall and landscaped embankment between the roadway and sidewalk. Immediately to the north of the subject property are two properties that feature encroachments into the right-of-way. The property immediately north (155 24th Avenue) features a garage structure that is 50-foot wide about 15-feet tall and completely takes up the portion of the right-of-way between the roadway and property-line and interrupts the sidewalk. The property to the north of 155 24th Avenue

Every proposal for the giving up of public rights in street areas, through vacation, sale or lease of air rights, revocable permit or other means, shall be judged with the following criteria as the minimum basis for review:

- a. No release of a street area shall be recommended which would result in:
 - (1) Detriment to vehicular or pedestrian circulation;
 - (2) Interference with the rights of access to any private property;
 - (3) Inhibiting of access for fire protection or any other emergency purpose, or interference with utility lines or service without adequate reimbursement;
 - (4) Obstruction or diminishing of a significant view, or elimination of a viewpoint; industrial operations;
 - (5) Elimination or reduction of open space which might feasibly be used for public recreation;
 - (6) Elimination of street space adjacent to a public facility, such as a park, where retention of the street might be of advantage to the public facility;
 - (7) Elimination of street space that has formed the basis for creation of any lot, or construction or occupancy of any building according to standards that would be violated by discontinuance of the street;
 - (8) Enlargement of a property that would result in (i) additional dwelling units in a multi-family area; (ii) excessive density for workers in a commercial area; or (iii) a building of excessive height or bulk;
 - (9) Reduction of street space in areas of high building intensity, without provision of new open space in the same area of equivalent amount and quality and reasonably accessible for public enjoyment;
 - (10) Removal of significant natural features, or detriment to the scale and character of surrounding development.
 - (11) Adverse effect upon any element of the General Plan or upon an area plan or other plan of the Department of City Planning; or
 - (12) Release of a street area in any situation in which the future development or use of such street area and any property of which it would become a part is unknown.

Permitting a major encroachment permit in the 24th Avenue right-of-way would be consistent with these policies. The encroachment would not interrupt the pedestrian or vehicular right-of-way, but would within a portion of the right-of-way not used for travel; there would be no impact to travel lanes or existing parking lanes. The project, if approved, would remove no more than one vehicle parked on the street, and improve pedestrian circulation to houses on this block by constructing a new stairway between the street's roadway and sidewalk which is located about ten feet above the roadway elevation.

possible. Landscaping has been incorporated into the design to help maintain the landscaped nature of the bordering west side of 24th Avenue. The garage would provide two off-street parking spaces, removing cars from on-street parking demand.

The City would retain the right to rescind the Major Encroachment Permit and require the applicant to demolish the improvements constructed in the public right-of-way, including the driveway and underground garage, etc, should it be necessary or desirable for the City to utilize this portion of 24th Avenue for transportation or another public use. At this time 24th Avenue is a low-density residential neighborhood. To the north, garage structures have been built immediately adjacent to the roadway so that the roadway cannot be widened; therefore, the need or likelihood that the roadway would be widened at this location is currently low.

The Subject Project, defined as the proposed Major Encroachment Permit to install a garage and sidewalk and landscaping in a portion of the 24th Avenue right-of- is consistent with the Eight Priority Policies of Planning Code Section 101, as described below:

1. The Project would have no adverse effect on neighborhood serving retail uses or opportunities for employment in or ownership of such businesses.
2. The Project would have no adverse effect on the City's housing stock or on neighborhood character. The project would result in installation of a two-car garage built into the existing embankment, a sidewalk constructed at the garage roof terrace level linked with the sidewalks on the adjacent lots, a new stairway constructed between the street and elevated sidewalk, and landscaped embankment, similar to the existing plantings. The project would benefit neighborhood character by providing additional access to the elevated sidewalk on the west side of 24th Avenue, and the project sponsor would be responsible for maintaining the improvements and plantings on the sloped right-of-way.
3. The Project would have no adverse effect on the City's supply of affordable housing.
4. The Project would not result in commuter traffic impeding Muni transit service or overburdening the streets or neighborhood parking. No Muni service runs on 24th Avenue. The project would result in two off-street parking spaces. Because of the sensitive design approach, and use of a necked-down driveway entry, only a single on-street space would be lost due to the curb cut.
5. The Project would not adversely affect the industrial or service sectors or future opportunities for resident employment or ownership in these sectors.
6. The Project would not adversely affect achieving the greatest possible preparedness against injury and loss of life in an earthquake.

City and County of San Francisco



Edwin M. Lee, Mayor
Mohammed Nuru, Director

San Francisco Department of Public Works

Office of the Deputy Director & City Engineer, Fuad Sweiss
Bureau of Street-Use & Mapping
1155 Market Street, 3rd Floor
San Francisco Ca 94103
(415) 554-5810 ■ www.sfdpw.org



Jerry Sanguinetti, Bureau Manager

DPW Order No: 182870

**APPROVAL OF MAJOR (STREET) ENCROACHMENT PERMIT AT 157 24th AVENUE
(BLOCK 1334, LOT 006).**

APPLICANT: Brent McDonald, Architect
Onda Rosa Architecture
for Kristina Baker, Property Owner
129 Jasper Place
San Francisco, CA 94133

PROPERTY IDENTIFICATION: Lot 006 in Assessor's Block 1334
(157 24th Avenue)
San Francisco, CA 94132

DESCRIPTION OF REQUEST: Major (Street) Encroachment Permit

BACKGROUND:

1. In 2005, the applicants originally filed a request with the Department of Public Works (DPW) to consider approval of a Major (Street) Encroachment Permit to construct approximately fifteen (15) feet of a new two-car garage, and reconstruct an existing stairway, terraced retaining walls and additional landscaping within an existing sloped portion of the public right-of-way, below the existing sidewalk, approximately eight (8) feet above the 24th Avenue roadway, per the neighborhood pattern, to provide vehicular access to an existing dwelling at the subject property.
2. The Interdepartmental Staff Committee on Traffic and Transportation (ISCOTT), at its meeting of February 23, 2006, recommended the proposed encroachment for approval.
3. Due to the recession and personal issues, the applicants requested to place this application on hold.
4. On November 26, 2013, the applicants submitted a letter to DPW requesting to proceed with this application.
5. The Planning Department, in response to a referral dated December 11, 2013, by letter dated June 26, 2014, found the project, on balance, in conformity with the General Plan.
6. DPW scheduled a public hearing for July 16, 2014 to consider the proposed encroachment. On July 3, 2014, DPW mailed notices for the hearing to property owners within a 300-foot radius of the subject location.



7. Hearing Officer Oscar Gee conducted a hearing on the merits of the Major (Street) Encroachment Permit on July 16, 2014.
8. The owner of the subject property and her Architect attended the public hearing and presented testimony on their own behalf, testifying that there are three (3) other properties who have recently, and years ago, obtained approvals and constructed similar garage encroachments along the westerly side of 24th Avenue; thereby, requesting that the Hearing Officer recommend the proposed garage encroachment for approval to the Board of Supervisors.
9. Aside from testimony by DPW staff, recommending the subject encroachment for approval, no other testimony was presented at the public hearing in favor or in opposition to the encroachment.
10. The Hearing Officer considered and reviewed all of DPW's files on this encroachment. Based on this information the Hearing Officer made his decision on August 8, 2014 to recommend the proposed Major (Street) Encroachment to the Board of Supervisors for approval.

HEARING OFFICER RECOMMENDATION: APPROVAL of the request for a Major (Street) Encroachment Permit based on the following findings:

FINDING 1. Recommendation for approval by ISCOTT and Planning Department's determination that the subject encroachment is in conformity with the General Plan.

FINDING 2. Said encroachment would provide off-street parking for the existing building, due to existing on-street parking in this area being very limited.

FINDING 3. Said encroachment is convenient in conjunction with the owner's use and enjoyment of his property.

FINDING 4. Said encroachment shall be subject to an annual assessment fee.

8/19/2014

X 

Sanguinetti, Jerry
Bureau Manager

8/19/2014

X 

Sweiss, Fuad
Deputy Director and City Engineer

8/19/2014

X Edgar Lopez

Lopez, Edgar
for Director, DPW





**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS**

STREET ENCROACHMENT AGREEMENT

WITNESSETH

In consideration of the adoption by the Board of Supervisors of the City and County of San Francisco of Resolution No. _____ at its meeting of _____, a true copy of which is attached hereto marked Exhibit A, and by this reference incorporated herein, and subject to all the terms, conditions and restrictions of this Agreement, also by reference incorporated herein, Permittee agrees that in accordance with this agreement and Exhibit A:

1. The permitted encroachment shall constitute a revocable license, shall be personal to Permittee and shall not be assignable or transferable by Permittee, whether separate from or together with any interest of Permittee.

Upon revocation the undersigned permittee, subsequent owners, or their heirs and assignees will within 30 days remove or cause to be removed the encroachment and all materials used in connections with its construction, without expense to the City and County of San Francisco, and shall restore the area to a condition satisfactory to the Department of Public Works.

2. The occupancy, construction and maintenance of the encroachment shall be in the location and as specified by the plans submitted, revises, approved and filed in the Department of Public Works. The permittee, by acceptance of this permit, acknowledges its responsibility to comply with all requirements of the occupancy, construction and maintenance of the encroachment as specified in Public Works Code Section 786 and with the sidewalk maintenance requirements specified in Public Works Code Section 706.
3. The permittee shall verify the locations of City and public service utility company facilities that may be affected by the work authorized by this permit and shall assume all responsibility for any damage to such facilities due to the work. The permittee shall make satisfactory arrangements and payments for any necessary temporary relocation of City and public utility company facilities.
4. In consideration of this Permit being issued for the work described in the application, Permittee on its behalf and that of any successor or assign, and on behalf of any lessee, promises and agrees to perform all the terms of this Permit and to comply with all applicable laws, ordinances and regulations.

Permittee agrees on its behalf and that of any successor or assign to hold harmless, defend, and indemnify the City and County of San Francisco, including, without limitation, each of its commissions, departments, officers, agents and employees (hereinafter collectively referred to as the "City") from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments including, without limitation, attorneys' fees and costs (collectively, "claims") of any kind allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, Permittee or its subcontractors, or the offices, agents or employees of either, while engaged in the performance of the work authorized by this Permit, or while in or about the property subject to this Permit for any reason connected in any way whatsoever with the performance of the work authorized by this Permit, or allegedly resulting directly or indirectly from the maintenance or installation of any equipment, facilities or structures authorized under this Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work authorized by this Permit, or while in or about the property, for any reason connected with the performance of the work authorized by this Permit, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Permit, (iii) injuries or damages to real or personal property, good will, and persons in, upon or in any way allegedly connected with the work authorized by this Permit from any cause or claims arising at any time, and potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligations arises at the time such claim is tendered to Permittee by the City and continues at all times thereafter. Permittee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work.

Permittee shall obtain and maintain through the terms of this Permit insurance as the City deems necessary to protect the City against claims for damages for personal injury, accidental death and property damage allegedly arising from any work done under this Permit. Such insurance shall in no way limit Permittee's indemnity hereunder. Certificates of insurance, in form and with insurers satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Permit, with complete copies of policies furnished promptly upon City request.

5. Permittee will, at its own expense, maintain in full force and effect an insurance policy or policies issued by 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 the City. Approval of the insurance by City shall not relieve or decrease Permittee's liability hereunder.

Permittee must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages. Workers' Compensation, in statutory amounts, with Employer's Liability limits not less than \$1,000,000 each accident, injury, or illness; and Commercial General Liability Insurance with Limits not less than \$1,000,000 each occurrence and \$2,000,00 in the aggregate for bodily injury and property damage, including contractual liability, personal injury, products and completed operations; and Commercial Automobile Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit or bodily injury and

property damage, including owned, non-owned and hired auto coverage as applicable. Said policies shall include the City and County of San Francisco and its officers and employees jointly and severally as additional insured and shall apply as primary insurance and shall stipulate that no other insurance affected by the City and County of San Francisco will be called on to contribute to a loss covered hereunder.

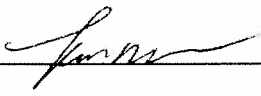
All policies shall be endorsed to provide thirty (30) days advance written notice to the City of reduction, nonrenewal or material changes in coverages or cancellation of coverages for any reason. Notices shall be sent to the Department of Public Works, Bureau of Street Use and Mapping, 1155 Market Street, 3rd Floor, San Francisco, CA, 94103. The permission granted by said resolution shall automatically terminate upon the termination of such insurance. Upon such termination, Permittee shall restore the right-of-way, without expense to the "Personal Injuries", as used herein, shall include wrongful death.

6. The permittee shall obtain a building permit as the Central Permit Bureau, 1660 Mission Street for the construction or alteration of any building.
7. The permittee shall contact the DPW Street Inspection Section (415) 554-7149, at least 72 hours prior to starting work to arrange an inspection schedule.
8. The permittee acknowledge its responsibility to notify any successor owners of the existence of the encroachment and the successor owner's obligation to obtain a permit from the Department of Public Works 60 days in advance of any pending sale of the permittee's adjacent property. The permittee's obligation to remove the encroachment and restore the right-of-way to a condition satisfactory to the Department of Public Works shall survive the revocation, expiration or termination of this permit or sale of permittee's adjacent property.
9. The permittee's right to use City property, as set forth in this permit is appurtenant to the property described as: 157 24TH AVENUE SAN FRANCISCO CA 94121
_____. The provisions of the permit shall bind all subsequent purchases and owners of the described property.

Subsequent purchasers and owners shall be subject to the revocation and termination provisions set forth in this permit.
10. The permittee or subsequent owners recognize and understand that this permit may create a possessory interest subject to property taxation and that the permittee or subsequent owner or owners may be subject to the payment of such taxes.
11. The permittee or subsequent owner or owners recognize the recordation of this permit.

All of the provisions of this agreement shall be deemed provisions of said resolution. All of the provisions of said resolution shall be deemed provisions of this agreement.

In witness whereof the undersigned Permittee(s) have executed this agreement this 16th day of JULY, 2014.

KRISTINA BAKER 

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

On _____ before me, _____ Notary Public in and for said County and State, personally appeared _____ personally known to me (or proven to me on the name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by this by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal (NOTARY STAMP OR SEAL)
*SEE CALIFORNIA ACK BELOW.

Notary Public in and for said County and State

ACKNOWLEDGMENT

State of California, County of SAN FRANCISCO
On JULY 16, 2014 before me, STEVE WONG (notary public),
personally appeared KRISTINA BAKER

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

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

WITNESS my hand and official seal.

Signature Steve Wong (Seal)

