

File No. 251128

Committee Item No. 4  
Board Item No. 27

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight  
Board of Supervisors Meeting:

Date: December 4, 2025  
Date: December 16, 2025

#### Cmte Board

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Motion</b>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Resolution</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Ordinance</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Legislative Digest</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Budget and Legislative Analyst Report</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Youth Commission Report</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Introduction Form</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Department/Agency Cover Letter and/or Report</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>MOU - FY2022-2024 - Clean</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>MOU - FY2022-2024 - Redline</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Grant Information Form</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Grant Budget</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Subcontract Budget</b>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Contract / DRAFT Mills Act Agreement</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Form 126 – Ethics Commission</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Award Letter</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Application</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Public Correspondence</b>

#### OTHER

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Mills Act Application</b>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Rehab Maintenance Plans</b>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>ASR Mills Act Valuation</b>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>ASR Prelim Valuations</b>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>HPC Reso No. 1492 101525</b>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>PLN HPC Executive Summary 101525</b>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>PLN Ltr 110325</b>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>CEQA Referral 111825</b>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>CEQA Detr 112525</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>PLN Presentation 120425</b>

Prepared by: Monique Crayton  
Prepared by: Monique Crayton  
Prepared by: \_\_\_\_\_

Date: December 12, 2025  
Date: November 25, 2025  
Date: \_\_\_\_\_

1 [Mills Act Historical Property Contract - 331 Pennsylvania Avenue]

2

3 **Resolution approving a historical property contract between Nibello LLC, the owners of**  
4 **331 Pennsylvania Avenue, and the City and County of San Francisco, under**  
5 **Administrative Code, Chapter 71; and authorizing the Planning Director and the**  
6 **Assessor-Recorder to execute and record the historical property contract.**

7

8 WHEREAS, The California Mills Act (Government Code, Section 50280 et seq.)  
9 authorizes local governments to enter into a contract with the owners of a qualified historical  
10 property who agree to rehabilitate, restore, preserve, and maintain the property in return for  
11 property tax reductions under the California Revenue and Taxation Code; and

12 WHEREAS, The Planning Department has determined that the actions contemplated in  
13 this Resolution comply with the California Environmental Quality Act (California Public  
14 Resources Code, Sections 21000 et seq.); and

15 WHEREAS, Said determination is on file with the Clerk of the Board of Supervisors in  
16 File No. 251128, is incorporated herein by reference, and the Board herein affirms it; and

17 WHEREAS, San Francisco contains many historic buildings that add to its character  
18 and international reputation and that have not been adequately maintained, may be  
19 structurally deficient, or may need rehabilitation, and the costs of properly rehabilitating,  
20 restoring, and preserving these historic buildings may be prohibitive for property owners; and

21 WHEREAS, Administrative Code, Chapter 71 was adopted to implement the provisions  
22 of the Mills Act and to preserve these historic buildings; and

23 WHEREAS, 331 Pennsylvania Avenue is listed on the National Register of Historic  
24 Places, and thus qualifies as a historical property as defined in Administrative Code, Section  
25 71.2; and

1           WHEREAS, A Mills Act application for a historical property contract has been submitted  
2 by Nibello LLC, the owners of 331 Pennsylvania Avenue, detailing rehabilitation work and  
3 proposing a maintenance plan for the property; and

4           WHEREAS, As required by Administrative Code, Section 71.4(a), the application for  
5 the historical property contract for 331 Pennsylvania Avenue was reviewed by the Office of  
6 the Assessor-Recorder and the Historic Preservation Commission; and

7           WHEREAS, The Assessor-Recorder has reviewed the historical property contract and  
8 has provided the Board of Supervisors with an estimate of the property tax calculations and  
9 the difference in property tax assessments under the different valuation methods permitted by  
10 the Mills Act in its report transmitted to the Board of Supervisors on November 4, 2025, which  
11 report is on file with the Clerk of the Board of Supervisors in File No. 251128 and is hereby  
12 declared to be a part of this Resolution as if set forth fully herein; and

13           WHEREAS, The Historic Preservation Commission recommended approval of the  
14 historical property contract in its Resolution No.1492, including approval of the Rehabilitation  
15 Program and Maintenance Plan, attached to said Resolution, which is on file with the Clerk of  
16 the Board of Supervisors in File No 251128 and is hereby declared to be a part of this  
17 Resolution as if set forth fully herein; and

18           WHEREAS, The draft historical property contract between Nibello LLC, the owners of  
19 331 Pennsylvania Avenue, and the City and County of San Francisco is on file with the Clerk  
20 of the Board of Supervisors in File No. 251128 and is hereby declared to be a part of this  
21 Resolution as if set forth fully herein; and

22           WHEREAS, The Board of Supervisors has conducted a public hearing pursuant to  
23 Administrative Code, Section 71.4(d) to review the Historic Preservation Commission's  
24 recommendation and the information provided by the Assessor's Office in order to determine  
25

1       whether the City should execute the historical property contract for 331 Pennsylvania Avenue;  
2       and

3           WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the  
4       owner of 331 Pennsylvania Avenue with the cost to the City of providing the property tax  
5       reductions authorized by the Mills Act, as well as the historical value of 331 Pennsylvania  
6       Avenue and the resultant property tax reductions, and has determined that it is in the public  
7       interest to enter into a historical property contract with the applicants; now, therefore, be it

8           RESOLVED, That the Board of Supervisors hereby approves the historical property  
9       contract between Nibello LLC, the owners of 331 Pennsylvania Avenue, and the City and  
10      County of San Francisco; and, be it

11           FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Planning  
12      Director and the Assessor-Recorder to execute the historical property contract and record the  
13      historical property contract.

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**2025 Mills Act**

**Historical Property Application:**

**331 Pennsylvania Ave**

**San Francisco, California 94107**



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## MILLS ACT HISTORICAL PROPERTY CONTRACT SUPPLEMENTAL APPLICATION

*Note: Applications must be submitted in both hard copy and digital copy form to the Planning Department at 49 South Van Ness Avenue., Suite 1400 by May 1 in order to comply with the timelines established in the Application Guide. Please submit only the Application and required documents.*

### Property Information

Project Address: 331 Pennsylvania Ave, San Francisco California 94107

Block/Lot(s): 4040/ 026

Is the entire property owner-occupied?

Yes  No

If **NO**, please provide an approximate square footage for owner-occupied areas vs. rental income (non-owner-occupied areas). Attach a separate sheet of paper if necessary.

No, Approx. 11,255 gross sqft with 7 dwelling units, five off street parking, and 10 bike spaces

### Rental Income Information

Include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.? Attach a separate sheet of paper if necessary.

Rental Income Information is attached.

### Property Owner's Information

(If more than three owners attach additional sheets as necessary. Property owner names must be listed exactly as listed on the deed)

Name (Owner 1): Nibello LLC

Company/Organization: Nibello LLC

Address: 1000 Brannan Street, Suite 102  
San Francisco, Ca 94103

Email Address: larryn@nibbi.com

Telephone: 415-863-1820

Name (Owner 2): Nibello LLC

Company/Organization: Nibello LLC

Address: 1000 Brannan Street, Suite 102  
San Francisco, Ca 94103

Email Address: sergio@nibbi.com

Telephone: 415-863-1820

Name (Owner 3):

Company/Organization:

Address:

Email Address:

Telephone:

# **Square Footage: Unit Diagrams of Condominiums**

# EXHIBIT A

## UNIT DIAGRAMS FOR THE CONDOMINIUM PLAN OF 331 PENNSYLVANIA AVENUE SAN FRANCISCO, CALIFORNIA MARCH 2021

### GENERAL NOTES:

1. THE SUBDIVISION DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT.
2. "UNIT" MEANS THE UNIT AS DEFINED IN THE DECLARATION OF RESTRICTIONS TO WHICH THIS EXHIBIT IS ATTACHED.
3. "COMMON AREA" MEANS THE COMMON AREA AS DEFINED IN THE DECLARATION OF RESTRICTIONS TO WHICH THIS EXHIBIT IS ATTACHED.
4. THE OWNER OF EACH UNIT SHALL OWN AN UNDIVIDED INTEREST IN THE COMMON AREA AS SHOWN IN THE TABLE ON SHEET 7 OF THIS EXHIBIT.
5. THE DIMENSIONS AND ELEVATIONS ON THE UNITS SHOWN ON THESE SHEETS ARE INTENDED TO BE THE UNFINISHED FLOORS, WALLS, AND CEILINGS OF THE UNIT.
6. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED.
7. ALL LEVEL ONE WALLS ARE 0.6' THICK UNLESS OTHERWISE NOTED, AND ALL OTHER WALLS ARE 0.5' THICK UNLESS OTHERWISE NOTED.
8. ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.
9. ELEVATIONS SHOWN ARE BASED ON CITY OF SAN FRANCISCO DATUM. THE BENCHMARK FOR THIS SURVEY IS THE PLUS CUT ON THE LETTER "O" IN "OPEN" ATOP THE HPFS FIRE HYDRANT AT THE SOUTHEAST CORNER OF PENNSYLVANIA AVENUE AND 19TH STREET. ELEVATION = 139.151 FEET
10. THE AREAS LABELED P1, P-2, P-3, P-4, AND P-5 SHOWN ON SHEET 5, ARE PARKING SPACES. AN EASEMENT FOR THE EXCLUSIVE USE OF SAID PARKING SPACES MAY BE GRANTED AS AN APPURTEINANCE TO A PARTICULAR UNIT..
11. THE AREAS LABELED RD-201, RD-202, RD-203, RD-204, AND RD-205, SHOWN ON SHEET 6, ARE ROOF DECKS. AN EASEMENT FOR THE EXCLUSIVE USE OF SAID ROOF DECKS SHALL BE GRANTED AS AN APPURTEINANCE TO THE UNIT WITH THE CORRESPONDING UNIT NUMBER.
12. THE AREAS LABELED D-202 AND D-205, SHOWN ON SHEET 5, ARE DECKS. AN EASEMENT FOR THE EXCLUSIVE USE OF SAID DECKS SHALL BE GRANTED AS AN APPURTEINANCE TO THE UNIT WITH THE CORRESPONDING UNIT NUMBER.
13. THE AREA LABELED PA-102, SHOWN ON SHEET 3, IS A PATIO. AN EASEMENT FOR THE EXCLUSIVE USE OF SAID PATIO SHALL BE GRANTED AS AN APPURTEINANCE TO UNIT 102.
14. THE AREA LABELED U-101, SHOWN ON SHEET 3, IS A UTILIY AREA. AN EASEMENT FOR THE EXCLUSIVE USE OF SAID UTILIY AREA SHALL BE GRANTED AS AN APPURTEINANCE TO UNIT 101.
15. THE AREAS LABELED E-101 AND E-102, SHOWN ON SHEET 3, ARE ENTRY AREAS. AN EASEMENT FOR THE EXCLUSIVE USE OF SAID ENTRY AREAS SHALL BE GRANTED AS AN APPURTEINANCE TO THE UNIT WITH THE CORRESPONDING UNIT NUMBER.

### SURVEYOR'S STATEMENT:

THESE UNIT DIAGRAMS WERE PREPARED BY ME, OR UNDER MY DIRECTION, AND ARE BASED UPON A FIELD SURVEY, AT THE REQUEST OF ED MAIELLO, IN DECEMBER OF 2013. IN CONFORMANCE WITH THE DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT, SECTION 4285(B), THESE UNIT DIAGRAMS ARE THE "THREE-DIMENSIONAL DESCRIPTION" PORTION OF THE CONDOMINIUM PLAN.



DATE: JUNE 28, 2021

*Richard L. Langford*

RICHARD L. LANGFORD P.L.S. 6895  
LICENSE EXPIRATION DATE: JUNE 30, 2021

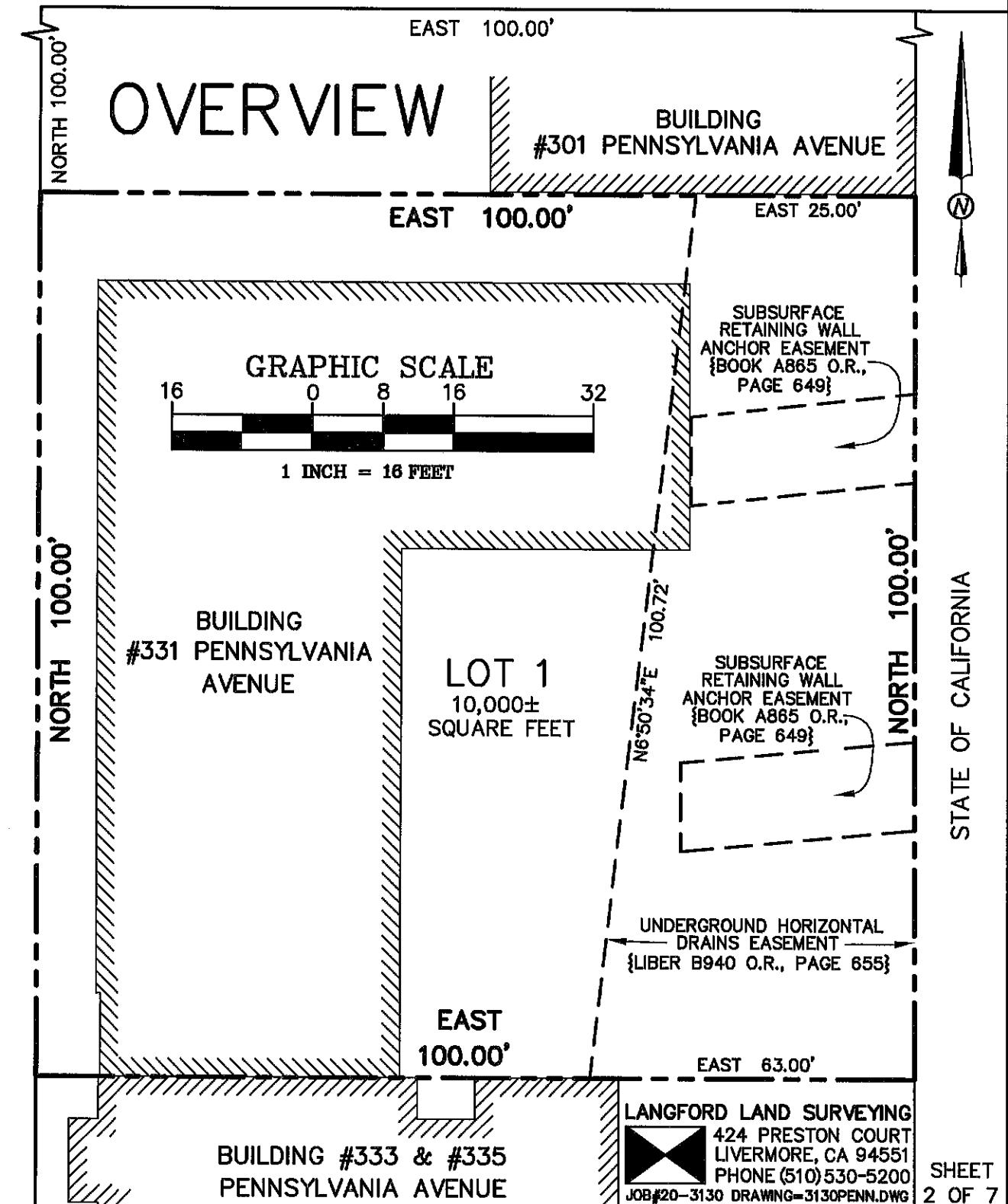
LANGFORD LAND SURVEYING  
424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (510) 530-5200  
JOB#20-3130 DRAWING=313OPENN.DWG

SHEET  
1 OF 7

# EXHIBIT A

UNIT DIAGRAMS FOR THE CONDOMINIUM PLAN OF  
331 PENNSYLVANIA AVENUE  
SAN FRANCISCO, CALIFORNIA  
MARCH 2021

## 18<sup>TH</sup> STREET

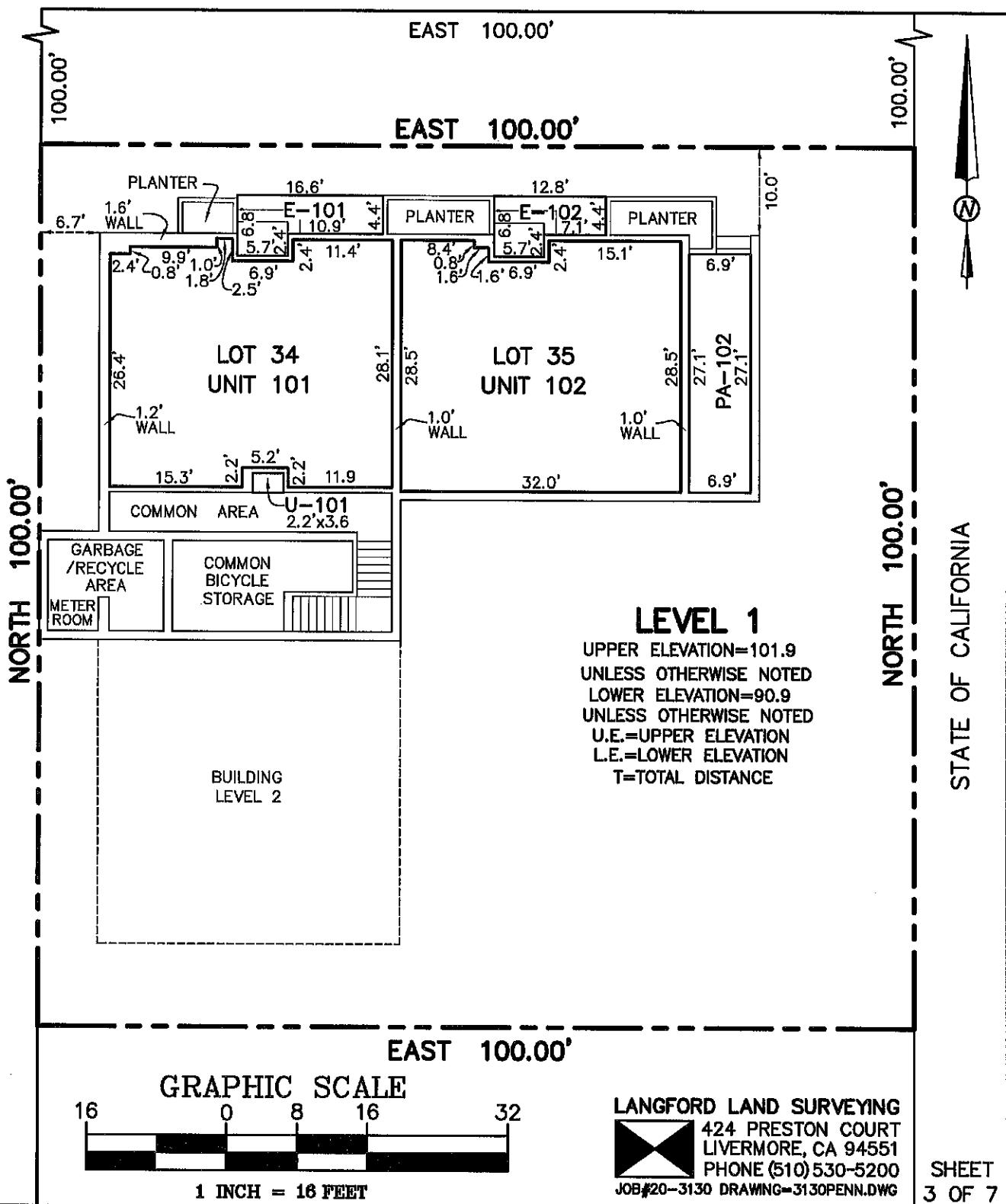


# **EXHIBIT A**

UNIT DIAGRAMS FOR THE CONDOMINIUM PLAN OF  
**331 PENNSYLVANIA AVENUE**  
SAN FRANCISCO, CALIFORNIA  
MARCH 2021

# 18<sup>TH</sup> STREET

## PENNSYLVANIA AVENUE



**LANGFORD LAND SURVEYING**  
 424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (510) 530-5200  
JOB#20-3130 DRAWING=3130PENN.DWG

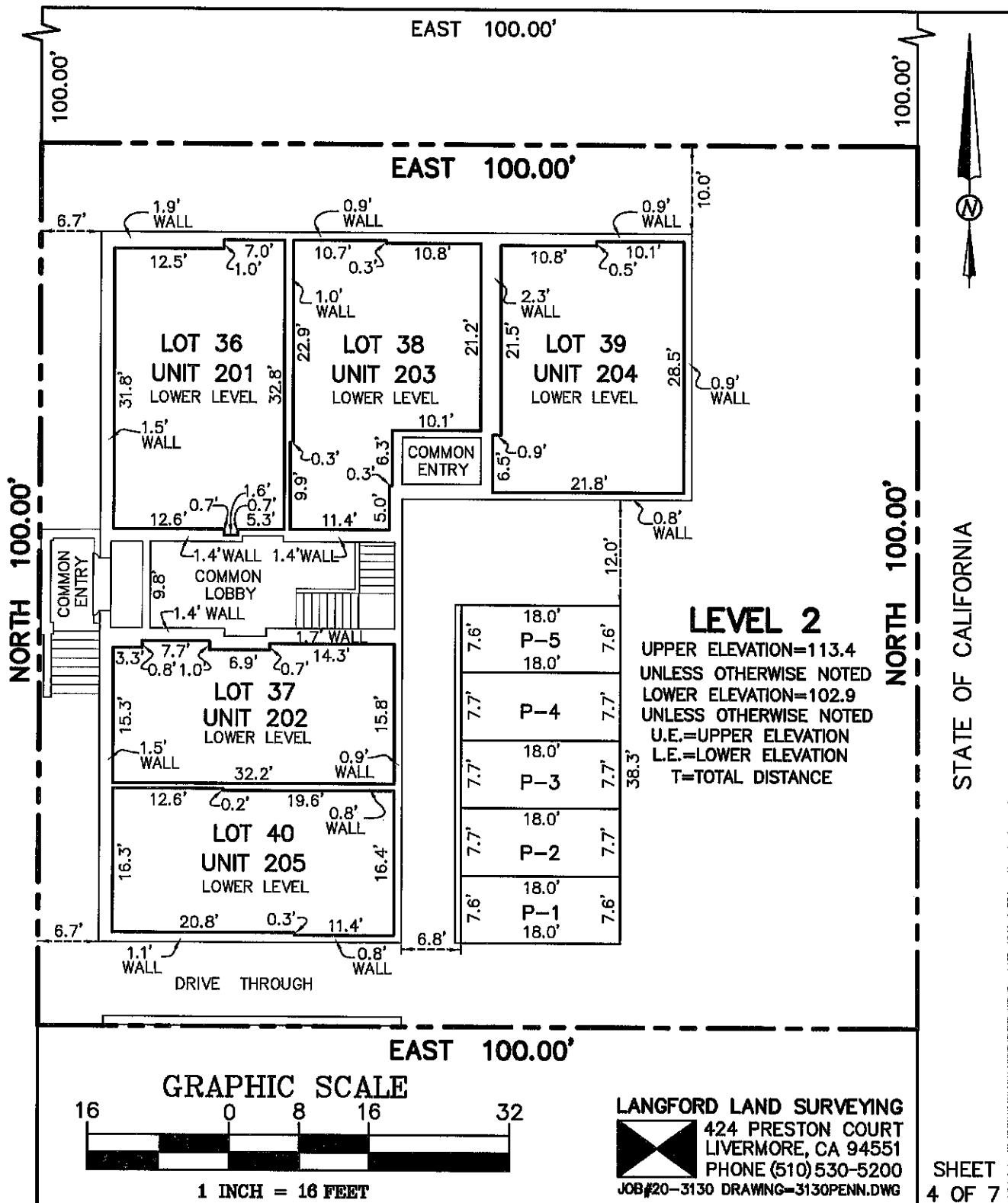
SHEET  
3 OF 7

# EXHIBIT A

UNIT DIAGRAMS FOR THE CONDOMINIUM PLAN OF  
**331 PENNSYLVANIA AVENUE**  
 SAN FRANCISCO, CALIFORNIA  
 MARCH 2021

## 18<sup>TH</sup> STREET

PENNSYLVANIA AVENUE

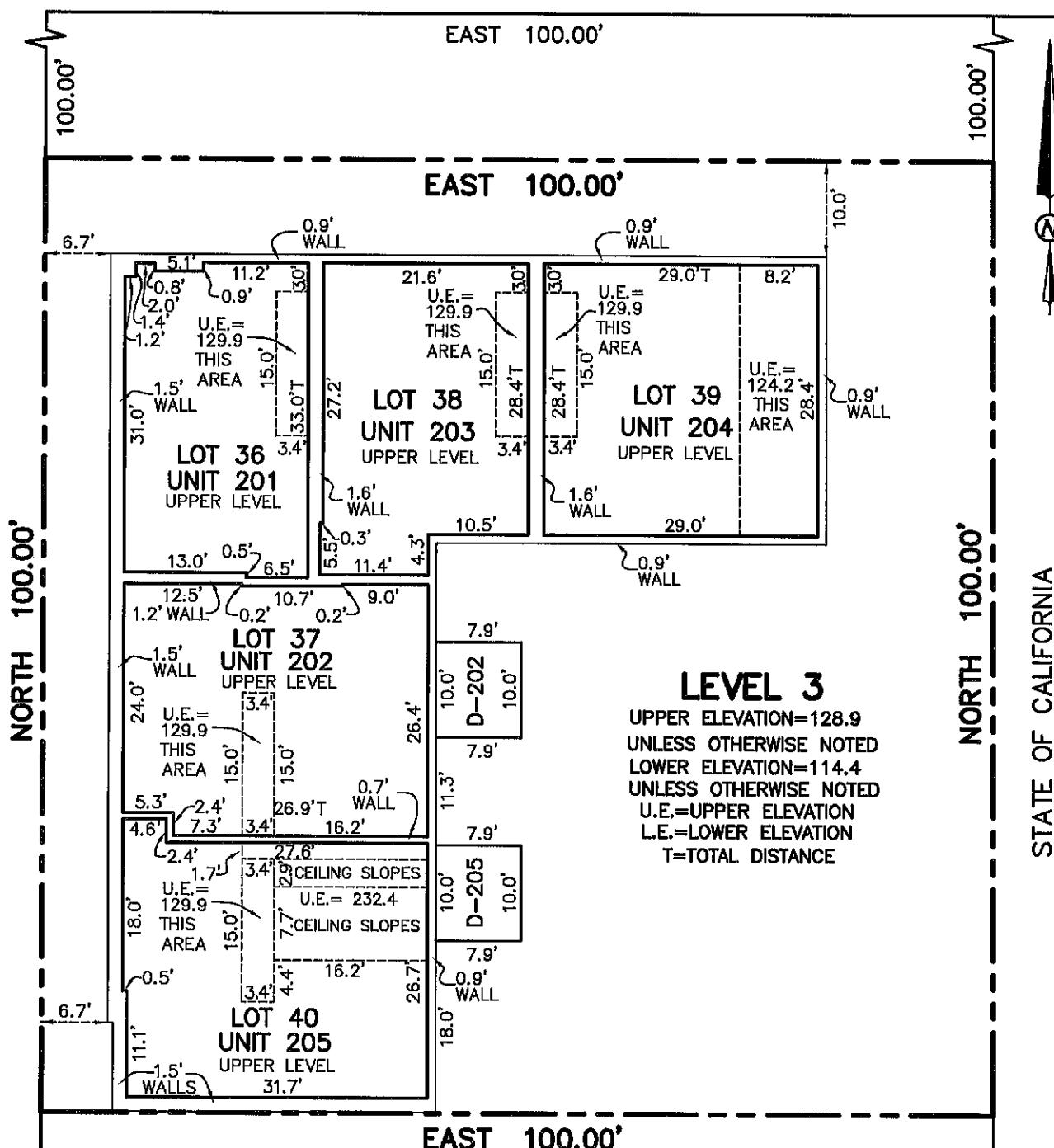


# EXHIBIT A

UNIT DIAGRAMS FOR THE CONDOMINIUM PLAN OF  
**331 PENNSYLVANIA AVENUE**  
 SAN FRANCISCO, CALIFORNIA  
 MARCH 2021

## 18<sup>TH</sup> STREET

PENNSYLVANIA AVENUE



LANGFORD LAND SURVEYING  
 424 PRESTON COURT  
 LIVERMORE, CA 94551  
 PHONE (510) 530-5200  
 JOB#20-3130 DRAWING=3130PENN.DWG



# EXHIBIT A

## AN ADDENDUM TO THE CONDOMINIUM PLAN FOR 331 PENNSYLVANIA AVENUE

### SCHEDULE OF UNDIVIDED INTEREST IN COMMON AREA

THE PERCENTAGE OF OWNERSHIP INTEREST OF EACH OWNER AS A TENANT IN COMMON IS AS FOLLOWS:

ASSESSOR'S LOT NUMBER	UNIT NUMBER	FLOOR AREA RATIO	PERCENTAGE INTEREST
34	101	0.10	10%
35	102	0.11	11%
36	201	0.15	15%
37	202	0.16	16%
38	203	0.15	15%
39	204	0.17	17%
40	205	0.16	16%
TOTAL		1.00	100%

331 PENNSYLVANIA AVENUE  
ASSESSOR'S BLOCK 4040, LOT 26  
SAN FRANCISCO, CALIFORNIA

# **Rental Income Information:**

331 Pennsylvania  
2024 Budget  
Summary

	January	February	March	April	May	June	July	August	September	October	November	December	2024 Total
<b>INCOME</b>													
Base Rent	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 469,000.00
Operating Expenses Reimbursement													
Miscellaneous Income	500.00	600.00	600.00	600.00	500.00	500.00	500.00	500.00	500.00	600.00	500.00	600.00	3,600.00
Other Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Income:</b>	<b>\$ 42,500.00</b>	<b>\$ 42,500.00</b>	<b>\$ 42,600.00</b>	<b>\$ 42,600.00</b>	<b>\$ 35,500.00</b>	<b>\$ 42,500.00</b>	<b>\$ 42,500.00</b>	<b>\$ 42,500.00</b>	<b>\$ 472,600.00</b>				
<b>EXPENSE</b>													
Payroll -Engineer	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supply & Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues & Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Administrative:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Water/Sewer	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Electricity	458.00	458.00	458.00	458.00	458.00	458.00	458.00	458.00	458.00	458.00	458.00	458.00	5,496.00
Gas	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Utilities:</b>	<b>\$ 1,458.00</b>	<b>\$ 1,458.00</b>	<b>\$ 1,458.00</b>	<b>\$ 1,458.00</b>	<b>\$ 1,458.00</b>	<b>\$ 1,458.00</b>	<b>\$ 1,458.00</b>	<b>\$ 1,458.00</b>	<b>\$ 1,458.00</b>	<b>\$ 1,458.00</b>	<b>\$ 1,458.00</b>	<b>\$ 1,458.00</b>	<b>\$ 17,498.00</b>
Cleaning Contract	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cleaning Supplies	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Window Washing Contract	-	-	-	-	-	-	-	-	-	-	-	-	3,500.00
Extermination	-	-	160.00	-	-	150.00	-	-	-	160.00	-	-	550.00
Trash Removal	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
Security Contract	-	-	-	-	-	-	-	-	-	-	-	-	-
HVAC Contract	-	-	-	-	-	-	-	-	-	-	-	-	-
HVAC Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
HVAC Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Plumbing Maint. & Repairs	-	-	300.00	-	-	300.00	-	-	300.00	-	-	-	300.00
Electrical Supplies	-	-	-	-	-	-	-	-	-	-	-	-	1,200.00
Electrical Repairs	-	-	250.00	-	-	250.00	-	-	250.00	-	-	-	250.00
Painting & Decorating	-	-	-	-	-	-	-	-	-	-	-	-	1,000.00
Elevator Contract	-	-	-	-	-	-	-	-	-	-	-	-	-
Elevator Repair	-	-	-	-	-	-	-	-	-	-	-	-	-
Elevator License	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
Irrigation Repairs & Maint.	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Landscaping	-	-	-	-	-	-	-	-	-	-	-	-	-
Parking Lot Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Root Repairs & Maint.	-	-	-	-	-	-	-	-	-	-	-	-	-
Fire Protection Contract	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	2,040.00
Fire/Life Safety	-	-	-	-	-	-	-	-	-	-	-	-	1,500.00
Carpet & Flooring	-	-	-	-	-	-	-	-	-	-	-	-	-
Exterior Repair & Maint.	-	-	-	-	-	-	-	-	-	-	-	-	-
Keys & Locks	300.00	-	300.00	-	300.00	-	300.00	-	300.00	-	300.00	-	300.00
Tools & Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Repairs & Maint.	-	-	-	-	-	-	-	-	-	-	-	-	-
Business License	-	-	-	-	-	-	-	-	-	-	-	-	-
Indoor Plant Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Music	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Repairs &amp; Maintenance</b>	<b>\$ 1,270.00</b>	<b>\$ 970.00</b>	<b>\$ 1,070.00</b>	<b>\$ 970.00</b>	<b>\$ 1,270.00</b>	<b>\$ 1,670.00</b>	<b>\$ 1,270.00</b>	<b>\$ 4,470.00</b>	<b>\$ 1,070.00</b>	<b>\$ 970.00</b>	<b>\$ 2,770.00</b>	<b>\$ 1,620.00</b>	<b>\$ 21,190.00</b>
Property Insurance	\$ -	\$ 32,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,500.00
Real Estate Taxes	-	-	44,537.00	-	-	-	-	-	-	-	-	-	89,074.00
Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Taxes &amp; Insurance:</b>	<b>\$ 32,600.00</b>	<b>\$ 44,537.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 121,574.00</b>
<b>TOTAL OPERATING EXPENSES:</b>	<b>\$ 2,728.00</b>	<b>\$ 34,928.00</b>	<b>\$ 3,428.00</b>	<b>\$ 46,065.00</b>	<b>\$ 2,728.00</b>	<b>\$ 3,128.00</b>	<b>\$ 2,728.00</b>	<b>\$ 5,928.00</b>	<b>\$ 3,428.00</b>	<b>\$ 2,428.00</b>	<b>\$ 4,228.00</b>	<b>\$ 47,815.00</b>	<b>\$ 180,260.00</b>
<b>NET INCOME FROM OPERATIONS:</b>	<b>\$ 30,772.00</b>	<b>\$ 7,572.00</b>	<b>\$ 39,072.00</b>	<b>\$ (4,465.00)</b>	<b>\$ 32,772.00</b>	<b>\$ 32,372.00</b>	<b>\$ 32,772.00</b>	<b>\$ 29,572.00</b>	<b>\$ 32,072.00</b>	<b>\$ 40,072.00</b>	<b>\$ 36,272.00</b>	<b>\$ (5,115.00)</b>	<b>\$ 312,340.00</b>
<b>Non-Recoverable</b>													
Non-Recov. Repairs & Maint.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal	-	-	-	-	-	-	-	-	-	-	-	-	-
Audit & Tax	-	-	-	-	-	-	-	-	-	-	-	-	-
Property Tax Consultant	-	-	-	-	-	-	-	-	-	-	-	-	-
Space Planning	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Advertising & Promotion	-	-	-	-	-	-	-	-	-	-	-	-	-
Ground Lease Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Non-Recoverable</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>NET OPERATING INCOME:</b>	<b>\$ 30,772.00</b>	<b>\$ 7,572.00</b>	<b>\$ 39,072.00</b>	<b>\$ (4,465.00)</b>	<b>\$ 32,772.00</b>	<b>\$ 32,372.00</b>	<b>\$ 32,772.00</b>	<b>\$ 29,572.00</b>	<b>\$ 32,072.00</b>	<b>\$ 40,072.00</b>	<b>\$ 36,272.00</b>	<b>\$ (5,115.00)</b>	<b>\$ 312,340.00</b>
<b>Capital</b>													
Building Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tenant Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-
Construction Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Leasing Commissions	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Capital:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Debt Service</b>													
Principal	\$ 8,333.00	\$ 8,333.00	\$ 8,333.00	\$ 8,333.00	\$ 8,333.00	\$ 8,333.00	\$ 8,333.00	\$ 8,333.00	\$ 8,333.00	\$ 8,333.00	\$ 8,333.00	\$ 8,333.00	\$ 99,996.00
Interest	14,340.00	14,340.00	14,340.00	14,340.00	14,340.00	14,340.00	14,340.00	14,340.00	14,340.00	14,340.00	14,340.00	14,340.00	172,080.00
Replacement Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Debt Service</b>	<b>\$ 22,673.00</b>	<b>\$ 22,673.00</b>	<b>\$ 22,673.00</b>	<b>\$ 22,673.00</b>	<b>\$ 22,673.00</b>	<b>\$ 22,673.00</b>	<b>\$ 22,673.00</b>	<b>\$ 22,673.00</b>	<b>\$ 22,673.00</b>	<b>\$ 22,673.00</b>	<b>\$ 22,673.00</b>	<b>\$ 22,673.00</b>	<b>\$ 272,076.00</b>
<b>NET INCOME AFTER DEBT &amp; CAPITAL:</b>	<b>\$ 17,099.00</b>	<b>\$ (16,101.00)</b>	<b>\$ 16,399.00</b>	<b>\$ (27,138.00)</b>	<b>\$ 10,099.00</b>	<b>\$ 9,699.00</b>	<b>\$ 10,099.00</b>	<b>\$ 6,699.00</b>	<b>\$ 9,399.00</b>	<b>\$ 17,399.00</b>	<b>\$ 16,599.00</b>	<b>\$ (27,788.00)</b>	<b>\$ 40,264.00</b>

<b>2024</b>	
<b>Total</b>	
<b>INCOME</b>	
Base Rent	\$ 459,780.00
Operating Expenses Reimbursement	\$ -
Miscellaneous Income	\$ -
Other Income	\$ 3,600.00
Interest Income	\$ -
<b>Total Income:</b>	<b>\$ 463,380.00</b>
<b>EXPENSE</b>	
Payroll -Engineer	\$ -
Postage	\$ -
Office Supply & Expense	\$ 700.00
Dues & Subscriptions	\$ -
Telephone	\$ -
Management Fees	\$ -
<b>Total Administrative:</b>	<b>\$ 700.00</b>
Water/Sewer	\$ 12,000.00
Electricity	\$ 5,500.00
Gas	\$ -
<b>Total Utilities:</b>	<b>\$ 17,500.00</b>
Cleaning Contract	\$ -
Cleaning Supplies	\$ 1,200.00
Window Washing	\$ 3,500.00
Extermination	\$ 550.00
Trash Removal	\$ 3,500.00
Security Contract	\$ -
HVAC Contract	\$ -
HVAC Supplies	\$ -
HVAC Maintenance	\$ -
Plumbing Maint. & Repairs	\$ 1,200.00
Electrical Supplies	\$ -
Electrical Repairs	\$ 1,000.00
Painting & Decorating	\$ -
Elevator Contract	\$ -
Elevator Repair	\$ -
Elevator License	\$ -
Landscape	\$ 2,400.00
Irrigation Repairs & Maint.	\$ -
Other Landscaping	\$ -
Parking Lot Repairs	\$ -
Roof Repairs & Maint.	\$ -
Fire Protection Contract	\$ 2,040.00
Fire/Life Safety	\$ 1,500.00
Carpet & Flooring	\$ -
Exterior Repairs & Maint.	\$ -
Keys & Locks	\$ 1,200.00
Tools & Equipment	\$ -
Other Repairs & Maint.	\$ -
Business License	\$ -
Indoor Plant Services	\$ -
Music	\$ -
<b>Total Repairs &amp; Maintenance</b>	<b>\$ 18,090.00</b>
Property Insurance	\$ 32,500.00
Real Estate Taxes	\$ 89,074.78
Personal Property Taxes	\$ -
<b>Total Taxes &amp; Insurance:</b>	<b>\$ 121,574.78</b>
<b>TOTAL OPERATING EXPENSES:</b>	<b>\$ 157,864.78</b>
<b>NET INCOME FROM OPERATIONS:</b>	<b>\$ 305,515.22</b>
<b>Non-Recoverable Expenses:</b>	
Non-Recov. Repairs & Maint.	\$ -
Legal	\$ -
Audit & Tax	\$ -
Property Tax Consultant	\$ -
Space Planning	\$ -
Other Professional Fees	\$ -
Advertising & Promotion	\$ -
Ground Lease Payments	\$ -
<b>Total Non-Recoverable</b>	<b>\$ -</b>
<b>NET OPERATING INCOME:</b>	<b>\$ 305,515.22</b>
<b>CAPITAL</b>	
Building Improvements	\$ -
Tenant Improvements	\$ -
Constructions Management Fee	\$ -
Leasing Commissions	\$ -
<b>Total Capital:</b>	<b>\$ -</b>
<b>DEBT SERVICE</b>	
Principal	\$ 100,000.00
Interest	\$ 170,000.00
Replacement Reserve	\$ -
<b>Total Debt Service</b>	<b>\$ 270,000.00</b>
<b>NET INCOME AFTER DEBT &amp; CAPITAL:</b>	<b>\$ 35,515.22</b>

Do you own other property in the City and County of San Francisco?

Yes  No

If **YES**, please list the addresses and Block/Lot(s) for all other property owned within the City of San Francisco.

No other properties in the City of San Francisco owned by Nibello LLC

### Applicant Information Same as above

Name: Dominic Alioto

Company/Organization: Nibbi Brothers Inc.

Address: 1000 Brannan Street, Suite 102  
San Francisco, Ca 94103

Email Address: dominica@nibbi.com

Telephone: 925-487-8848

### Please Select Billing Contact Owner Applicant

Name: Dominic Alioto

Email Address: dominica@nibbi.com

Telephone: 925-487-8848

Please Select Primary Project Contact:  Owner  Applicant

### Qualified Historic Property

Individually Designated Pursuant to Article 10 of the Planning Code.

Landmark No.: \_\_\_\_\_ Landmark Name: \_\_\_\_\_

Contributing Building in a Landmark District Designated Pursuant to Article 10 of the Planning Code.

Landmark District Name: \_\_\_\_\_

Significant (Category I or II) Pursuant to Article 11 of the Planning Code.

Contributory (Category III) Pursuant to Article 11 of the Planning Code

Contributory (Category IV) to a Conservation District Pursuant to Article 11 of the Planning Code.

Individual Landmark under the California Register of Historical Resources

Contributory Building in California Register of Historical Resources Historic Districts.

Individual Landmark listed in the National Register of Historic Places.

Contributory Building listed in the National Register of Historic Places as a Historic District.

Submitted a complete application for listing or designation on or before December 31 of the year before the application is made.

Are there any outstanding violations on the property from the San Francisco Planning Department or the Department of Building Inspection? If **YES**, all outstanding violations must be abated and closed for eligibility for the Mills Act.

Yes  No

Are taxes on all property owned within the City and County of San Francisco paid to date? If **NO**, all property taxes must be paid for eligibility for the Mills Act.

Yes  No

**NOTE:** All property owners are required to include a copy of their most recent property tax bill.

## Tax Assessment Value

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Most Recent Assessed Value: \$ 7,492,646

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Choose one of the following options:

The property is a Residential Building valued at less than \$3,000,000

Yes  No

The property is a Commercial/Industrial Building valued at less than \$5,000,000

Yes  No

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## Exemption from Tax Assessment Value

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If the property value exceeds the Tax Assessment Value, please explain below how the property meets the following two criteria and why it should be exempt from the Tax Assessment Value.

1. The site, building, or object, or structure is a particularly significant resource and represents an exceptional example of an architectural style, the work of a master, or is associated with the lives of significant persons or events important to local or natural history;

The historical significance of 331 Pennsylvania dates back to 1916, when it was designed by Frederick H. Meyer and constructed by the Bethlehem Steel Company. With its stucco finish and flat roof, 331 Pennsylvania is an exceptional example of Renaissance Revival architecture. Building designer, Frederick H. Meyer, was the son of German immigrants. He was born in San Francisco in 1876 where he later trained to be an architect. Per the primary historic records, "The building is the work of a master architect, Frederick Meyer. The building retains a relatively high degree of integrity, retaining the aspects of location, design, setting, materials, workmanship, feeling, and association." The building served as a medical facility for Iron Union workers working out of Pier 70. Also contributing to its historical significance, the building was purchased in 1948 by Henry J. Kaiser of Kaiser Permanente Foundation and operated as a working hospital for more than 10 years. In the 1960's it was sold to Prince William who turned the property into a Convalescent. [+](#)

2. Granting the exemption will assist in the preservation of a site, building, or object, or structure that would otherwise be in danger of demolition, substantial alteration, or disrepair.

The owners purchased the property nearly a decade ago, and fully renovated it into seven residential units over the last four years. Granting an exemption would aid the property owners in maintaining the building to the highest standards, while preserving its rich history in San Francisco for future generations of San Franciscans.

NOTE: A Historic Structures Report or Conditions Assessment, completed by a qualified historic preservation consultant, must be submitted in order to apply for an exemption from the tax assessment value.

Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property.

Yes  No

# **Most Recent Property Tax Bill:**



## City &amp; County of San Francisco

José Cisneros, Treasurer

David Augustine, Tax Collector

Property Tax Bill (Secured)

For Fiscal Year July 1, 2024 through June 30, 2025

1 Dr. Carlton B. Goodlett Place

City Hall, Room 140

San Francisco, CA 94102

www.sftreasurer.org

Vol 26	Block 4040	Lot 026	Bill No 20240387476	Mail Date October 21, 2024	Property Location 331 PENNSYLVANIA AVE
-----------	---------------	------------	------------------------	-------------------------------	---

Assessed on January 1, 2024 at 12:01am

To: NAME WITHHELD PER CA AB 2238

ADDRESS INFORMATION  
NOT AVAILABLE ONLINE

► TOTAL DUE \$89,074.78

1st Installment \$44,537.39

2nd Installment \$44,537.39

Due 12/10/2024 Due 04/10/2025

## Assessed Value

Description	Full Value
Land	\$2,271,449
Structure	\$5,221,197
Fixtures	
Personal Property	
Gross Assessed Value	\$7,492,646
Less H.O. Exemption	\$0
Less Other Exemption	\$0
Net Assessed Value	\$7,492,646
Tax Amount	\$87,771.48

## Important Messages

You may be required to file an Empty Homes Tax return. Learn more: [sftreasurer.org/EmptyHomes](http://sftreasurer.org/EmptyHomes)

## Direct Charges and Special Assessments

Type	Telephone	Amount Due
46 - San Francisco Bay Restoration Authority	(888) 508-8157	\$12.00
89 - SFUSD Facilities District	(415) 355-2203	\$42.16
91 - SFCCD Parcel Tax	(415) 487-2400	\$99.00
92 - Apartment Lic. Fee	(628) 652-3700	\$514.00
98 - SFUSD - Teacher Support	(415) 355-2203	\$310.76
101 - School Parcel Tax of 2020	(415) 355-2203	\$325.38

## Total Direct Charges and Special Assessments

\$1,303.30

Keep this portion for your records. See back of bill for payment options and additional information.



City &amp; County of San Francisco

Property Tax Bill (Secured)

Pay online at [www.sftreasurer.org](http://www.sftreasurer.org)

For Fiscal Year July 1, 2024 through June 30, 2025

Vol 26	Block 4040	Lot 026	Bill No 20240387476	Property Location 331 PENNSYLVANIA AVE
-----------	---------------	------------	------------------------	---

Check if contribution to Arts Fund is enclosed.  
For other donation opportunities go to [www.Give2SF.org](http://www.Give2SF.org)

Write your block and lot on your check.  
2nd Installment cannot be accepted unless 1st is paid.

San Francisco Tax Collector  
Secured Property Tax  
P.O. Box 7426  
San Francisco, CA 94120-7426

## 2nd Installment Due

Pay by April 10, 2025 \$44,537.39

If paid after April 10, 2025 \$49,048.12  
includes 10% penalty and applicable fees

2640400002600 20240387476 000000000 000000000 0000 2003

Vol 26	Block 4040	Lot 026	Bill No 20240387476	Property Location 331 PENNSYLVANIA AVE
-----------	---------------	------------	------------------------	---

Check if contribution to Arts Fund is enclosed.  
For other donation opportunities go to [www.Give2SF.org](http://www.Give2SF.org)

Write your block and lot on your check.  
If property has been sold, please forward bill to new owner.

San Francisco Tax Collector  
Secured Property Tax  
P.O. Box 7426  
San Francisco, CA 94120-7426

## 1st Installment Due

Pay by December 10, 2024 \$44,537.39

If paid after December 10, 2024 \$48,991.12  
includes 10% penalty

2640400002600 20240387476 000000000 000000000 0000 1003

Pay Now	Contact Us	Tax Rate Information	
Online: <a href="http://www.sftreasurer.org">www.sftreasurer.org</a>	Free language assistance	Countywide Tax (Secured)	1.00000000%
Mail a check payable to "SF Tax Collector" with the bottom portion of bill in the enclosed envelope	Call: 3-1-1 415-701-2311 from outside of San Francisco	S.F. Bay Area Rapid Transit District Debt Service	0.01480000%
In person at City Hall, Room 140. Monday -- Friday 8:00AM – 5:00PM Office hours subject to change - please check our website at: <a href="http://www.sftreasurer.org">www.sftreasurer.org</a>	Submit questions online: <a href="http://www.sftreasurer.org/contact-us">www.sftreasurer.org/contact-us</a>	S.F. Community College District Debt Service	0.01718123%
		City and County of S.F. Debt Service	0.10600267%
		S.F. Unified School District Debt Service	0.03345173%
		<b>TOTAL</b>	<b>1.17143563%</b>

If you disagree with the assessed value as shown on your tax bill, you have the right to an informal assessment review by the Assessor-Recorder's Office. Visit [www.sfassessor.org](http://www.sfassessor.org) for more information. You also have the right to file an application for reduction in assessment for the following year with the Assessment Appeals Board. The filing period is July 2 to September 16. Visit [www.sfgov.org/aab](http://www.sfgov.org/aab) or call 415-554-6778 for more information. If an informal or formal assessment review is requested, relief from penalties shall apply only to the difference between the Assessor-Recorder's final determination of value and the value on the assessment roll for the fiscal year covered.

If a "**Tax-Defaulted**" message is shown on the front of this bill, it indicates that prior year taxes are unpaid. Visit our website for more information.

New owners and current owners with new construction may be required to pay a **supplemental tax bill**. Supplemental tax bills are issued in addition to this annual tax bill.

#### **Property Tax Postponement for Senior Citizens, Blind, or Disabled Persons**

The State Controller's Office (SCO) administers the Property Tax Postponement (PTP) program, which allows eligible homeowners to postpone payment of current year property taxes on their primary residence. PTP applications are accepted from October 1 to February 10 each year. Go to the SCO website at [www.ptp.sco.ca.gov](http://www.ptp.sco.ca.gov) for more information. If you have any questions or to request an application, call (800) 952-5661 or email [postponement@sco.ca.gov](mailto:postponement@sco.ca.gov)

---

Did you...

Submit payment for the exact amount?

Confirm that you have sufficient funds in your account? If your payment is not honored by the bank, the payment is null and void and a \$50.00 "Payment Failure Fee" will be charged in addition to any late payment penalties.

If the delinquent date falls on a Saturday, Sunday or legal holiday, no penalty is charged if payment is made by 5 PM on the next business day.

If any portion of the total amount due is unpaid after 5 PM on June 30, 2025, it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. After 5 years of tax delinquency, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.

---

Did you...

Submit payment for the exact amount?

Confirm that you have sufficient funds in your account? If your payment is not honored by the bank, the payment is null and void and a \$50.00 "Payment Failure Fee" will be charged in addition to any late payment penalties.

If the delinquent date falls on a Saturday, Sunday or legal holiday, no penalty is charged if payment is made by 5 PM on the next business day.

If any portion of the total amount due is unpaid after 5 PM on June 30, 2025, it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. After 5 years of tax delinquency, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.

# **Historic Structures Report:**



**DEPARTMENT OF PARKS AND RECREATION  
OFFICE OF HISTORIC PRESERVATION**

Julianne Polanco, State Historic Preservation Officer

1725 23rd Street, Suite 100, Sacramento, CA 95816-7100

Telephone: (916) 445-7000 FAX: (916) 445-7053

calshpo.ohp@parks.ca.gov [www.ohp.parks.ca.gov](http://www.ohp.parks.ca.gov)

January 24, 2023

Christopher VerPlanck  
VerPlanck Historic Preservation Consulting  
530 Rockdale Drive  
San Francisco, CA 94127

**RE: Bethlehem Shipbuilding Corporation Hospital Listing in the  
National Register of Historic Places**

Dear Mr. VerPlanck:

I write to notify you that on December 29, 2022, the above-named property was placed in the National Register of Historic Places (National Register). As a result of being placed in the National Register, this property has also been listed in the California Register of Historical Resources, pursuant to Section 4851(a)(2) of the Public Resources Code.

Placement on the National Register affords a property the honor of inclusion in the nation's official list of cultural resources worthy of preservation and provides a degree of protection from adverse effects resulting from federally funded or licensed projects. Registration provides a number of incentives for preservation of historic properties, including special building codes to facilitate the restoration of historic structures, and certain tax advantages.

There are no restrictions placed upon a private property owner with regard to normal use, maintenance, or sale of a property listed in the National Register. However, a project that may cause substantial adverse changes in the significance of a registered property may require compliance with local ordinances or the California Environmental Quality Act. In addition, registered properties damaged due to a natural disaster may be subject to the provisions of Section 5028 of the Public Resources Code regarding demolition or significant alterations, if imminent threat to life safety does not exist.

If you have any questions or require further information, please contact the Registration Unit at (916) 445-7008.

Sincerely,

Julianne Polanco  
State Historic Preservation Officer

Enclosure: National Register Notification of Listing

**PRIMARY RECORD**

(Other Listings)

Review/Check

Review/Check

Review/Check

Page 1 of 4

\*Resource name(s) or number (assigned by recorder) 331 PENNSYLVANIA AVE

P1. Other Identifier Union Iron Works/bethlehem Steel Co. Hospital

\*P2. Location:  Not for Publication  Unrestricted

\*a. County: San Francisco and P2b and P2c or P2d. Attach a Location Map as necessary.

\*b. USGS 7.5' Quad: SF North Date: 1994

\*c. Address: 331 Pennsylvania Ave City: San Francisco Zip: 94107

d. UTM: (Give more than one for large and/or linear resources) Zone \_\_\_\_\_; \_\_\_\_\_ mE/ \_\_\_\_\_ mN

e. Other Locational Data: Assessor's Parcel Number: 4040026

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

331 Pennsylvania Avenue is a two-story-over-raised-basement, reinforced-concrete, Renaissance Revival-style hospital building finished in stucco and capped with a flat roof. The building occupies a 9,997 sq ft sloping lot on the east side of Pennsylvania Avenue between 18th and 19th streets. The ground level is finished in scored stucco and features three pairs of 1/1 aluminum sash windows with hopper sash transoms and a flush metal door with transom on the left side. Dog-leg concrete steps lead to the main entrance and form a solid base at the first floor level that features three narrow windows on the front and left side of the base. The steps have a decorative metal railing and the landing features corner posts with bas-relief urns. The main entrance features an elaborate door hood with fluted pilasters supporting a decorative cornice with sculpted cherubs and a shield. The entrance consists of a decorative leaded glass door with leaded glass sidelights framed in marble and clear glass transoms. The first story is predominantly characterized by pairs of 1/1 aluminum sash windows and the second story features arched 1/1 aluminum sash windows with keystones. Metal fire stairs lead to a flush metal door on the right side of the façade and an automatic sliding glass and aluminum framed entrance below. The building terminates with a frieze and molded projecting cornice. The minimally altered building appears to be in good condition.

\*P3b. Resource Attributes: (list attributes and codes) HP41. Hospital

P4. Resources Present:  Building  Structure  Object  Site  District  Element of District  Other (isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects)



\*P5b. Photo (view, date, accession #)

View toward southeast,

11.16.07, 100\_1899.JPG

\*P6. Date Constructed/Age and Sources

Historic  Prehistoric  Both

1916, Assessor's Office

\*P7. Owner and Address:

Price William A 1992 Trust  
§ William A Price  
331 Pennsylvania Ave  
San Francisco Ca 94107

\*P8. Recorded by

Christopher VerPlanck  
Tim Kelley Consulting  
2912 Diamond St. #330

\*P9. Date Recorded:

6/12/08

\*P10. Survey Type: (Describe)

Intensive

\*P11. Report Citation: (cite survey report and other sources, or enter "none") San Francisco Office of the Assessor/Recorder

\*Attachments

BSOR

None

Continuation Sheet

Archaeological Record

District Record

Location Map

Other...

Artifact Record

Photograph Record

Linear Feature Record

## BUILDING, STRUCTURE, AND OBJECT RECORD

NRHP Status Code 3S

Page 2 of 4 \*Resource Name of # (Assigned by recorder) 331 PENNSYLVANIA AVE

B1. Historic Name: Union Iron Works Hospital

B2. Common Name Mission Bay Convalescent Hospital

B3. Original Use Hospital

B4. Present Use Hospital

\*B5. Architectural Style Renaissance Revival

\*B6. Construction History (Construction Date, alterations and date of alterations)

The Union Iron Works Hospital was constructed in 1916 by Bethlehem Steel Company.

\*B7. Moved?  No  Yes

Date

Original Location:

\*B8. Related Features: Union Iron Works complex at 20th and Illinois streets (outside

B9a. Architect Frederick H. Meyer

b. Builder Unknown

\*B10 Significance: Theme Industrial Development

Area Showplace Square Survey Area

Period of Significance 1916-1930

Property Type Hospital

Applicable Criteria 1 & 3

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The Union Iron Works Hospital was designed by Frederick H. Meyer and constructed in 1916 by the Bethlehem Steel Company, the corporate body that owned the nearby Union Iron Works shipyard at Pier 70 from 1905 until 1977. The hospital itself was established in 1907 by Bethlehem Steel for employees of Union Iron Works. Prior to construction of the building at 331 Pennsylvania, the hospital operated out of the Richards House, located next door at 301 Pennsylvania Ave. Initially, all employees of Union Iron Works who paid .50 cents a month were eligible for treatment at the hospital. The hospital changed names several times after Bethlehem Steel discontinued its operation. In 1939, the hospital became known as Villa Don Ra Dae Convalescent Home. A group of investors purchased the building in 1948, among them Henry J. Kaiser. After 1954, the building was operated as a Kaiser Permanente Foundation hospital. In the 1960s, Kaiser sold the building to William A. Price. Dr. Price changed the name to Price Convalescent and again to Potrero Hill Convalescent in 1972. The hospital is currently named Mission Bay Convalescent Hospital.

Frederick H. Meyer (1876-1961), the son of German immigrants, was born in San Francisco in 1876. He received his architectural training working for Samuel Newsom, and later became a partner in the firm. Meyer partnered with several other architects during his career, including Smith O'Brien (1902-1908), Albin R. Johnson (1920-1926), and Albert J. Evers (1945-1961). (continued)

B11. Additional Resource Attributes (List attributes and codes) HP41. Hospital

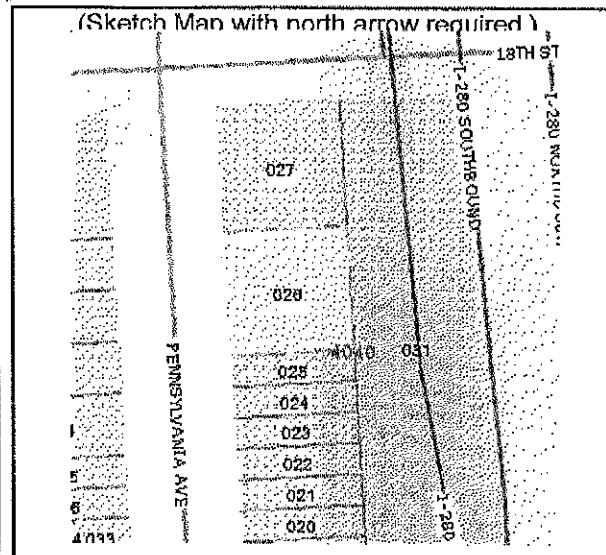
B12. References Assessor's Records Bethlehem Star August, 1918, April, 1919 Sanborn Maps 1900, 1914, 1950  
San Francisco Call, October 18, 1907, 9. San Francisco Chronicle, "Hospital for Employees in  
the Potrero," May 13, 1916 San Francisco City Directories

B13. Remarks

B14. Evaluator Christopher VerPlanck

\*Date of Evaluation 12.02.08

(This space reserved for official comments)



**CONTINUATION SHEET**

Page 3 of 3

Resource Name or # (Assigned by Recorder)

331 PENNSYLVANIA AVE

\*Recorded by: Christopher VerPlanck

Date 6/12/08

Continuation  Update

**B10 Significance (continued)**

Meyer designed a wide variety of building types throughout his career including single-family residences, office buildings, civic buildings, apartment buildings, schools, and tall office buildings. Meyer also designed the Union Iron Works administration building located nearby at 20th and Illinois streets.

331 Pennsylvania Avenue appears eligible for listing in the California Register under Criterion 1 (Events) and Criterion 3 (Design/Construction). The building is significant under Criterion 1 due to its association with nearby Union Iron Works, a National Register-eligible shipyard facility at Pier 70. The hospital was established by Bethlehem Steel, the corporate body that owned the Union Iron Works shipyard, for employees of Union Iron Works. The building is also significant for its association with Henry J. Kaiser and his Kaiser-Permanente Foundation. Henry J. Kaiser was a pioneer in the provision of health insurance for his workforce, providing a health care plan for employees of his Richmond shipbuilding plant in 1941. Henry J. Kaiser, along with investors, purchased the former Union Iron Works Hospital building in 1948, and by 1954 the building operated as a Kaiser-Permanente Foundation hospital. The building is also significant under Criterion 3 for its architecture. It is a well-preserved and early surviving example of a concrete hospital building designed by a prominent local architect. The building is the work of a master architect, Frederick H. Meyer. The building retains a relatively high degree of integrity, retaining the aspects of location, design, setting, materials, workmanship, feeling, and association.

**CONTINUATION SHEET**

Primary #

HRI#

Trinomial

Page 4 of 4

Resource Name or # (Assigned by Recorder)

331 PENNSYLVANIA AVE

\*Recorded by: Christopher VerPlanck

Date 6/12/08

Continuation  Update



Primary entrance, 11.16.07, 100\_1900.JPG

View toward northeast, 11.16.07, 100\_1901.JPG

# **The Bethlehem Shipbuilding Corporation Hospital**

## **331 Pennsylvania Avenue**

**Built: 1916**

**Architect: Frederick H. Meyer**

### **OVERVIEW**

331 Pennsylvania Avenue, located between 18<sup>th</sup> and 19<sup>th</sup> streets in the Potrero District, was built by the Bethlehem Shipbuilding Corporation in 1916 as a company hospital for its employees at the nearby Union Iron Works shipyard, at 20<sup>th</sup> and Illinois streets. Designed by renowned San Francisco architect Frederick H. Meyer in the Italian Renaissance Revival style, the impressive concrete building stands in stark relief against the largely residential context of the northern slope of Potrero Hill. For nearly a century, Union Iron Works, which was owned by Bethlehem Steel from 1905 until 1979, remained the most important private shipbuilding operation in San Francisco, constructing hundreds of warships, cargo ships, colliers, and other peacetime vessels. Constructed as a permanent home for the shipyard's hospital, 331 Pennsylvania Avenue represented the "benevolent paternalism" practiced by many U.S. corporations in the late nineteenth and early twentieth centuries. In 1931, the Bethlehem Shipbuilding Corporation closed the hospital and sold the property. In 1948, the property was acquired by the Permanente Foundation to serve as Kaiser-Permanente's first full-service hospital in San Francisco. The location was ideal because most of the pioneering HMO's patients were unionized employees at the Hunters Point Naval Shipyard in nearby Bayview-Hunters Point. In 1958, the property was acquired by Dr. William A. Price, who converted the building into a convalescent hospital, a use it retained until 2013.

331 Pennsylvania Avenue derives its significance from its historical associations with both the Bethlehem Shipbuilding Corporation and Kaiser-Permanente. It is also significant as a work of Frederick H. Meyer, a master architect, and is an excellent and well-preserved example of the Italian Renaissance Revival style in San Francisco.

## CONSTRUCTION HISTORY

In March 1916, the Bethlehem Shipbuilding Corporation commissioned Frederick H. Meyer to design a company hospital for a 100' x 100' lot the company owned on the east side of Pennsylvania Avenue, just south of 18<sup>th</sup> Street.<sup>1</sup> The lot adjoined the old Clayton (C.F.) Richards House, at 301 Pennsylvania Avenue, which the Bethlehem Shipbuilding Corporation had acquired in 1907 for use as an outpatient clinic. A significant increase in the number of employees working in the shipyard during the World War I-era build-up required a much larger and modern hospital building. Frederick Meyer, a veteran San Francisco architect, was at the same time designing the new Administration Building for Bethlehem's Union Iron Works shipyard at 20<sup>th</sup> and Illinois streets. The \$50,000 hospital contained group wards, several private rooms, nurses' quarters, an emergency department, bathrooms, and administrative offices. The "fireproof" hospital was designed according to the latest standards in hospital design, with large numbers of windows, ample landscaping, and interior spaces finished in easy-to-clean materials like white enamel tile flooring and wainscoting. The building included modern plumbing and heating systems, a centralized vacuuming system, and a four-stage elevator. The building was constructed by several firms over the period of nine months, including Cramer Construction Company, Spencer Elevator Company, Val Franz and Son, and Decker Electrical.<sup>2</sup>

Meyer designed the principal façade of 331 Pennsylvania Avenue in the Italian Renaissance Revival style, a mode popular in the United States during the 1910s. Finished in cement plaster scored to resemble masonry, the building's primary facade is organized in a typical classical tripartite scheme consisting of a base, shaft, and a capital, with ornament based on the villas of fifteenth-century Florence. Other features of the Italian Renaissance Revival style include the building's rusticated base, its elaborate entry vestibule flanked by fluted pilasters (with capitals bearing the impression of Florence Nightingale), arched window openings, and a bold projecting cornice. Two of the other three façades, though not as elaborate as the primary façade, also embody characteristics of the Italian Renaissance Revival style. The fourth façade (the south façade) is unornamented.

Since it was completed in January 1917, 331 Pennsylvania Avenue has undergone very few exterior alterations apart from the creation of several larger windows on the east (rear) façade in 1941, the addition of two exterior steel stairs in 1945, the infilling of the vehicular entrance around the same time, and the incremental replacement of most of the original double-hung, wood-sash windows with powder-coated aluminum counterparts. In contrast, the interior of the building, though it retains some of its original plan and a few areas with original finish materials, has been remodeled dozens of times, in particular after the building was converted into a convalescent home in 1960.

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<sup>1</sup> *Building and Engineering News* (March 22, 1916).

<sup>2</sup> *Building and Engineering News* (January 3, 1917).

### Frederick H. Meyer<sup>3</sup>

Frederick Herman Meyer was born June 26, 1876 in San Francisco to John Nicolaus Meyer and Sophie M. Stubbe Meyer – both immigrants from Germany. Frederick Meyer attended public schools in San Francisco but he also studied with a German schoolmaster. Meyer learned to draft while working in his father's cabinetry shop and his appreciation for craftsmanship and his skill in handling difficult details has often been attributed to these formative years. According to the 1896 San Francisco City Directory, Meyer was employed as a draftsman in the offices of Campbell & Pettus. In 1900, he took a job as a draftsman in the offices of (Joseph Cather) Newsom & (Samuel) Newsom, one of San Francisco's best-known firms during the late nineteenth and early twentieth centuries. He eventually made partner in the firm.

After leaving Newsom & Newsom in 1902, Frederick Meyer formed a partnership with Smith O'Brien. The firm of Meyer & O'Brien earned several high-profile commissions, including several of the most notable office buildings of turn-of-the-century San Francisco, including the Rialto Building, at 116 New Montgomery Street (1902); the Monadnock Building, at 673-87 Market Street (1906); the Humboldt Bank Building, at 783-5 Market Street (1906); the Hastings Building, at 180 Post Street (1908); the Foxcroft Building, at 68-82 Post Street (1908); and the Cadillac Hotel, at 380 Eddy Street (1909). During his association with O'Brien, Meyer developed a consistent design vocabulary that reflected the contemporary City Beautiful Movement, as well as the work of the Chicago School. The work of Chicago firms Adler & Sullivan and Burnham & Root impressed Meyer when he visited Chicago in 1902. Meyer was particularly taken with the interior arrangement of Chicago's larger office buildings, especially their open floorplates and functional facades divided into a grid of light-embracing "Chicago" windows. After his return to San Francisco Meyer became quite interested in and adept at designing interior spaces that maximized natural light and air and that were encumbered with as few permanent interior partitions and columns as possible.

The partnership of Meyer & O'Brien ended in 1909. Frederick Meyer then opened his own office and operated as a sole practitioner throughout the teens and early twenties – the height of his professional career. His first independent commission was a ten-story office building at 20-26 O'Farrell – the Kohler & Chase Building – which was completed in 1909. Other important examples from this period include the Physicians' Building, at 500-515 Sutter Street (1914); and the Pacific Gas & Electric Building, at 445 Sutter Street (1916). Meyer also designed two substations for PG & E: Station S, on Meacham Street (1913); and Station J, at 569 Commercial Street (1914). Very much ahead of his time, Meyer designed one of the nation's first major urban parking garages, the Post & Taylor Garage, at 569 Post Street (1922).

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<sup>3</sup> This section is excerpted from Christopher VerPlanck's article, "Frederick H. Meyer: Versatile Architect of the 'Old School,'" *Heritage News* (March 6, 2000).

Frederick Meyer's role in the design of San Francisco's Civic Center is one of his least-known but most important contributions to the city. In 1912, Mayor James "Sunny Jim" Rolph appointed a body of three of the city's most distinguished architects: John Galen Howard, John Reid Jr., and Frederick Meyer, to the newly formed Civic Center Commission. This commission was entrusted with selecting architects and overseeing the design and development of what would eventually become America's most fully developed City Beautiful civic center. Known for its incorruptibility, talent, and efficiency, the Civic Center Commission chose Bakewell & Brown to design San Francisco's new City Hall in 1912. In 1914, the three members of the commission collaborated to create their own design for Exposition Auditorium (now Bill Graham Civic Auditorium)

True to his heritage, Meyer designed the German House, or "Deutsches Haus," at 601-625 Polk Street (1913). Constructed on the fringes of San Francisco's Civic Center, the German House was intended to serve as the headquarters for scores of German-American organizations, as well as a gathering place for the city's large German community. Costing \$500,000 to construct, the building, whose design was based on Heidelberg Castle, contained an auditorium, a bar, a library, a banquet hall, a rathskeller, bowling alleys, and scores of lodge and club rooms. In 1918, after the United States entered World War I and anti-German sentiment soared, the German House was renamed California Hall. Today it houses the Culinary Institute of California.



*Deutsches Haus, aka, California Hall, 2014*  
[www.noehill.com](http://www.noehill.com)

Displaying his versatility, Meyer won several important industrial commissions during World War I. In 1916, he designed the Administration Building (Building 101) for Bethlehem Shipbuilding Corporation's Union Iron Works complex on the Central Waterfront. This imposing Italian Renaissance Revival-style office building continues to anchor the corner of 20<sup>th</sup> and Illinois streets. Based on his experience with Union Iron Works, Meyer received a commission in 1918 to design an entire shipyard for the Pacific Coast Shipbuilding Company, in Bay Point, California.

In the 1920s, Frederick Meyer formed a new partnership with Albin R. Johnson. This firm's most important commissions include: Terminal Plaza, at 440-454 Mission Street (1920); the Elks Club, at 450-460 Post Street (1924); and the Financial Center Building, at 405 Montgomery Street (1927). Several less-prominent commissions by Meyer & Johnson include a garage at 1575 Bush, a laundry at 925-945 Folsom (demolished); and the Chinatown YMCA, at 855 Sacramento Street.

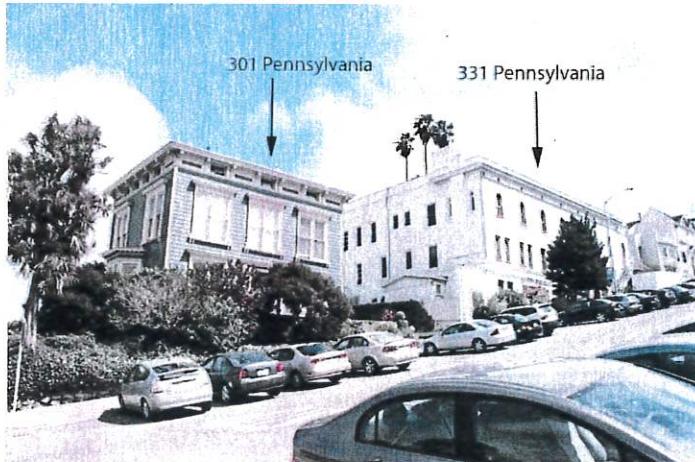
The Depression reduced the number of commissions available to Frederick Meyer, though as one of San Francisco's most-respected architects he served in important leadership roles during this era. In 1934, Meyer was appointed Chairman of the Executive Committee of the Better Housing Program, a foundation dedicated to improving housing conditions in San Francisco. During World War II, he was appointed the Administrator of Defense Transportation for San Francisco, whose mission was to improve circulation in the crowded city. After World War II, Frederick Meyers briefly partnered with Albert J. Evers, designing several office buildings and schools before retiring in the early 1950s.

During his long career, Frederick Meyer served on many statewide commissions. He was a longtime regional director of the American Institute of Architects (AIA), becoming a Fellow of the AIA in 1934. Though self-trained in an era in which most architects were academically trained, Meyer also served as a member of the State Board of Architectural Examiners from 1927 until 1941, serving as its president from 1928-30 and 1936-7. Frederick H. Meyer died on March 6, 1961 in Marin County. He was 85 years old.

## BUILDING DESCRIPTION

### Context

331 Pennsylvania Avenue occupies approximately 50 percent of its 100' x 100' lot (APN 022/702). The parcel, which is situated approximately midway along the northeastern flank of Potrero Hill, abuts Interstate 280 (I-280) to the east. To the north is the C.F. Richards House, an Italianate-style mansion built in 1867 at 301 Pennsylvania Avenue. To the south is a vacant lot that was previously part of the subject property, and before that the location of a two-family dwelling that was demolished ca. 1960. On the opposite side of Pennsylvania Avenue, just south of 18<sup>th</sup> Street, is the Captain Adams House, at 300 Pennsylvania Avenue, an Italianate-style mansion built in 1868. South of the Adams House is a row of three modernist dwellings constructed in 1960. The rest of the subject property is occupied by a large 1960s-era patio paved in quarry tile, concrete-paved walkways, and several overgrown areas between the patio and I-280. The patio contains several mature crown palms, a banana tree, and



*Context, looking south along Pennsylvania Avenue, 2014,  
Christopher VerPlanck*

flowering shrubs, including jasmine and bougainvillea. The property, which slopes downhill from south to north, has panoramic views over the Central Waterfront, San Francisco Bay, and Downtown.

## General Description

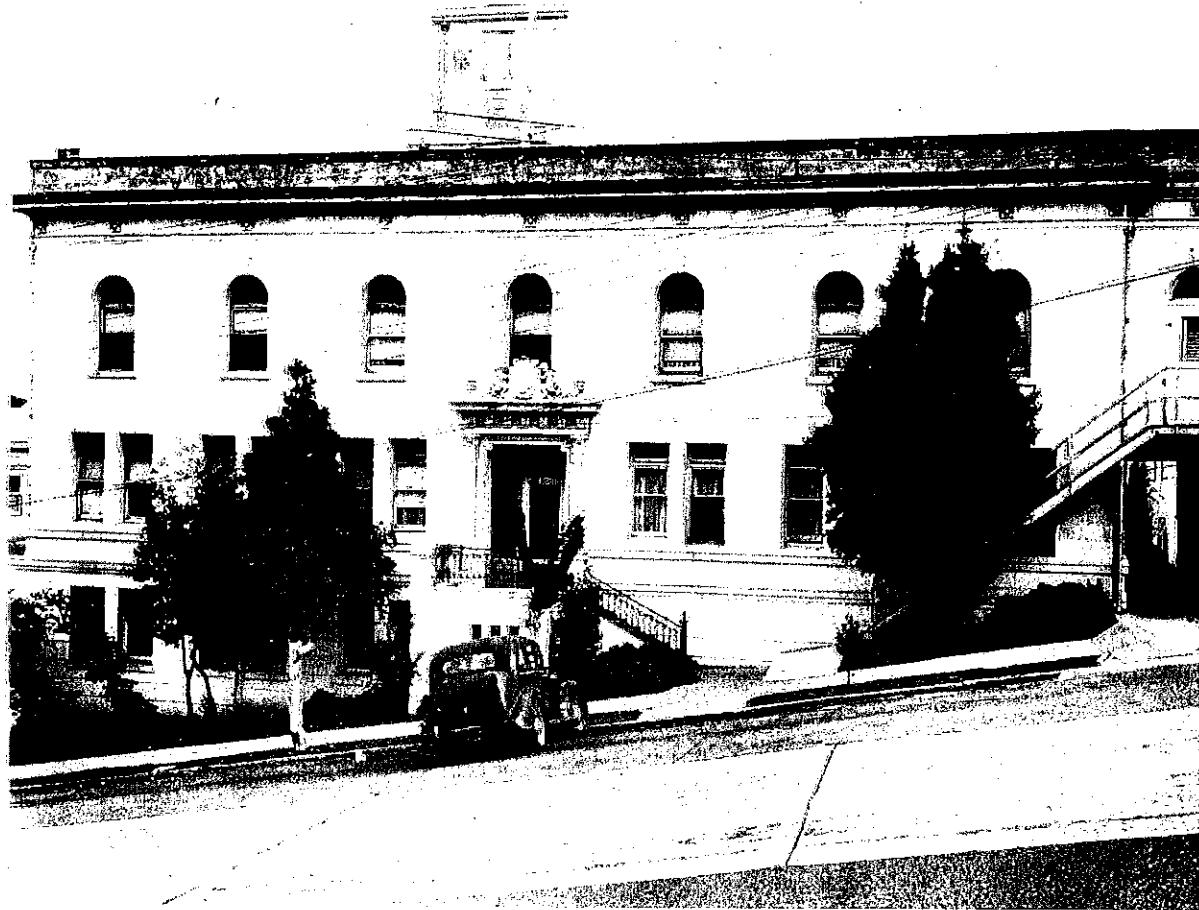
331 Pennsylvania Avenue is two-story-over-basement, steel-frame, reinforced-concrete building with an L-shaped floorplan and a flat roof. Built in 1916 as a company hospital, the approximately 11,000 square-foot building consists of two floors of patient rooms, offices, and toilet rooms above a basement containing utility rooms, a kitchen, offices, and a laundry room. Three of the four facades are finished in painted stucco textured to resemble stone masonry construction. The primary (west) façade, which is designed in the Italian Renaissance Revival style, is embellished more so than the other three. Though the north and east façades are also designed in the Italian Renaissance Revival style, they are not as elaborately detailed. The fourth façade – the south façade – which abuts the adjoining property at 333 Pennsylvania Avenue, is a windowless expanse of unfinished concrete with exposed board form marks.



*Primary façade of 331 Pennsylvania Avenue; view from west, 2014, Christopher VerPlanck*

## Primary Façade

The primary façade of 331 Pennsylvania is eight bays wide and divided into three horizontal segments like a Florentine villa: base (the basement), shaft (first and second floors), and capital (cornice and parapet). Because of the grade change the basement is fully above-ground at the north end of the property and below-grade at the south end. Abutting the north façade, at the basement level, is a one-story screen wall containing a non-historic steel security gate. The screen wall is finished in stucco and rusticated like the rest of the basement level. Continuing uphill toward the south are two pairs of windows punched into the building's rusticated base. These window openings, which occupy the first two bays of the basement level, contain non-historic, powder-coated aluminum sashes, though they retain their original wood trim and transoms. Each window has a molded stucco sill. The next bay contains an identical window and a pedestrian entrance containing a non-historic metal door surmounted by a transom. This entrance is accessed from the street by a concrete walkway. The fourth bay protrudes outward as the base of the stair to the main entrance. Also rusticated, the base of the stair is punctuated by three narrow rectangular window openings containing non-historic jalousie windows. North of the stair the rusticated basement level gradually dies into the hillside without any additional openings.



*Ca. 1948 view of 331 Pennsylvania Avenue, Kaiser Foundation*

Two molded belt courses separate the rusticated basement level from the two main floor levels above. This part of the primary façade is finished in stucco scored to resemble masonry construction, though accumulated paint has reduced the visibility of the “mortar” joints. The first floor level consists of paired window openings (bays 1, 2, 3, 5, 6, and 7), with the primary entrance located in bay 4 and the former vehicular entrance in bay 8. The paired window openings contain non-historic, double-hung metal sashes though they retain their original molded stucco sills and wood trim. The primary entrance, which is accessed by a flight of painted brick stairs flanked by a wrought iron balustrade, is located near the center of the building. The balustrade is anchored to paneled consoles capped by non-historic terra cotta urns. The primary entrance itself is flanked by a pair of large wrought-iron sconces that were added after 1948.



*Primary entrance, 2014, Christopher VerPlanck*



*Pilaster detail, 2014, Christopher VerPlanck*

The entry vestibule is accessed by another flight of three steps. The opening to the vestibule is flanked by fluted pilasters with figural capitals that depict Florence Nightingale, the famous British nurse. The capitals support a flat entablature composed of an architrave, a frieze of alternating triglyphs and rosettes, and a cornice composed of a band of diamond-shaped motifs and an acanthus leaf molding. The cornice is capped by a terra cotta crest consisting of a cross-embazoned shield flanked by a pair of cherubs. The crest is bracketed by a pair of urns festooned with garlands. The floor of the entry vestibule is finished in marble and red hexagonal tiles. The walls are clad in beige marble wainscoting. The ceiling and the upper portions of the vestibule walls are finished in plaster paneling

bounded by delicate rope moldings. The entrance, which occupies the east wall of the vestibule, is divided into three panels consisting of a glazed wood door at the center flanked by sidelights. The door and sidelights are surmounted by fixed transoms. The entrance is trimmed in marble matching the vestibule wainscoting. The door and flanking sidelights contain non-historic glazing added ca. 1990. The vestibule is illuminated by a non-historic, flush-mounted light fixture added ca. 1960.



*Entablature detail, 2014, Christopher VerPlanck*



*Primary entrance, 2014,  
Christopher VerPlanck*



*Vestibule ceiling, 2014,  
Christopher VerPlanck*

The former vehicular entrance in bay 8 is level with Pennsylvania Avenue. Originally an open-air vehicular passageway to the rear of the property, the entrance was infilled with a modular aluminum storefront and pedestrian entrance ca. 1960.

The second floor level of the primary façade is much simpler than the first floor; it consists of seven arched window openings containing non-historic, powder-coated aluminum sashes. The window openings retain their original molded stucco sills and keystones, as well as their wood trim. Similar to the first floor, each window opening has a non-historic wood planter box. Bay 8 of the second floor has slightly different conditions. In place of a window is a metal door added in 1945 to provide access to the metal exterior stair. This opening was widened to install the door but it retains its original stucco keystone.

The primary façade of 331 Pennsylvania Avenue terminates with a prominent cornice consisting of a molded belt course, a simple frieze punctuated at regular intervals by square red tiles, and a projecting entablature. Above this is a raised parapet capped by a plain sheet metal coping.

The rightmost (bay 8) is differentiated from the rest of the primary facade by a subtle visual sleight-of-hand intended to make it appear that this part of the building steps back toward the rear of the property. The purpose of this effect is to preserve the apparent symmetry of the principal façade, which according to Renaissance design principles should consist of an odd number of bays so that the entrance occupies the center bay. By stepping the cornice back and inserting a narrow rope colonnette between bays 7 and 8 the architect created an illusion that the primary façade is symmetrical while allowing the building to occupy the majority of the lot's frontage.

Visible from Pennsylvania Avenue is the stair/elevator penthouse. Constructed of concrete and finished in stucco with simplified classical moldings, the penthouse steps down from east to west, with the taller section to the east containing the elevator hoist and override and the shorter section to the west containing the stairs to the roof. Though the roof parapet blocks views of the roof from the street, it is punctuated by multiple ventilators, mechanical stacks, and skylights.

## **South Façade**

The south façade of 331 Pennsylvania Avenue is divided into two parts, with the south façade of the south wing abutting the southern property line and the south façade of the north wing facing the patio. The south façade of the south wing is only partially visible from Pennsylvania Avenue. Because it adjoins a lot that once contained a two-story building, the south façade was not originally visible from the street and therefore left unfinished. This section of the south façade does not have any openings or decorative finishes and it is a utilitarian expanse of painted concrete bearing the impressions of the wooden formwork used to build the building.

In contrast, the south façade of the north wing is finished in stucco and embellished with a modest amount of simplified classical detailing that matches the other secondary façades of the building. Fenestrated in a simple grid pattern, this portion of the south façade features a prominent arched entrance. This entrance, which faces the patio (originally the ambulance parking area), is delineated by a rope molding and capped by a dentil molding and a classical entablature. The vestibule is detailed similarly to the primary entrance on Pennsylvania Avenue, with a tiled floor, beige marble trim, and a pair of glazed wood doors flanked by sidelights and surmounted by a transom.



*South façade of south wing; view from southwest, 2014, Christopher VerPlanck*



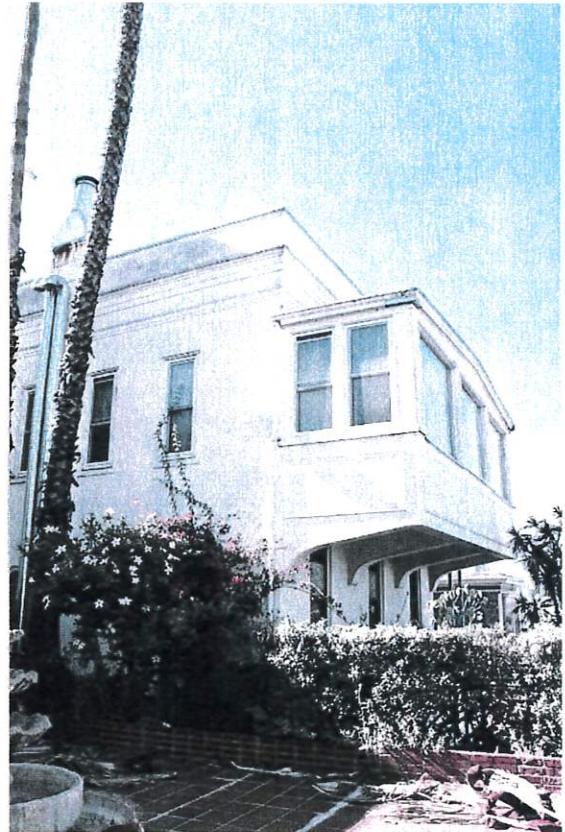
*South façade of north wing; view from south, 2014,  
Christopher VerPlanck*



*South entrance, 2014,  
Christopher VerPlanck*

## East Façade

The east (rear) façade of 331 Pennsylvania Avenue is not visible from Pennsylvania Avenue or any other nearby public streets. Like the south façade, it is divided into two sections, with the east façade of the north wing facing I-280 and the east façade of the south wing facing the patio. Because of the steeply sloping lot, the east façade of the north wing is three levels above grade. The basement level contains a pair of double-hung wood windows flanking a boarded up pedestrian entrance. The first floor level features three windows containing non-historic, double-hung powder-coated aluminum sashes. The third floor level cantilevers out over the basement and first floor. Described on original permit applications as the "solarium," this element, which is an original feature of the building, is supported by three concrete brackets and articulated by three fixed wood-sash windows. Below the windows are three molded concrete spandrel panels. A metal fire escape leads from the north wall of the solarium to the ground.



*East façade of north wing; view from southeast, 2014,  
Christopher VerPlanck*

The east façade of the south wing is finished in stucco and detailed in simplified classical detailing matching the other secondary façades of the building. It is articulated as an asymmetrical arrangement of historic window openings and non-historic (larger) openings created in the 1950s and 1960s. All of the remaining historic window openings retain their original molded stucco sills but none contain their original wood, double-hung sashes. Instead, they contain powder-coated aluminum sashes. The left bay of the first floor level contains an infilled vehicular entrance that once connected to Pennsylvania Avenue via a passage through the building. Above the vehicular entrance is a window that appears to have been originally a door. It is smaller than the other windows and it opens onto a narrow wrought-iron balcony.



*East façade of south wing; view from east, 2014, Christopher VerPlanck*

## **North Façade**

The north façade of 331 Pennsylvania Avenue, which faces the C.F. Richards House, is partially visible from Pennsylvania Avenue. Because of the steeply sloping site, the basement level is fully above-grade on this side of the property. The north façade is roughly four bays wide, with the first bay in from Pennsylvania Avenue detailed to resemble the primary façade. This area features an extruded chimney that vents the kitchen in the basement. The rest of the north façade is finished in stucco and detailed in simple classical detailing resembling the building's other secondary façades, including simple door and window trim, and a modest frieze and cornice. The fenestration is

arranged in an asymmetrical pattern reflecting the interior functions of the building. At the basement level, close to Pennsylvania Avenue, is a gable-roofed enclosure containing a pedestrian entrance. The structure, which appears to be a later addition, is clad in wood and stucco and devoid of ornament. This façade also features a metal exterior stair built in 1945 as a secondary means of egress from the upper floors to the street.



*North façade; view from north, 2014, Christopher VerPlanck*

## Interior

### Basement

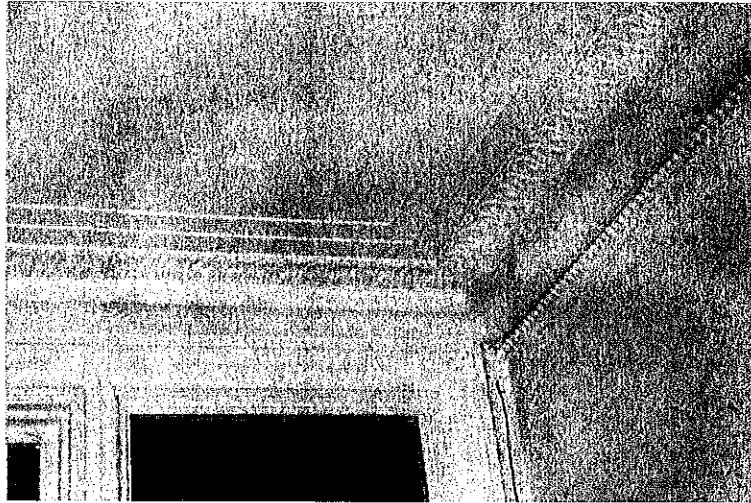
The interior of 331 Pennsylvania Avenue contains a partial basement level surmounted by two full floor levels (floors 1 and 2). The basement contains the kitchen and associated food preparation and storage rooms, general-purpose storage rooms, a boiler room, an elevator machine room, two offices, and a staff dining room (originally the laundry room). The bulk of the basement is located in the north wing, which puts it above grade and therefore allows it to take advantage of natural light and ventilation. The area beneath the south wing is unexcavated. The basement is utilitarian in character, with concrete floors covered in resilient tile flooring, stud-frame and hollow clay tile partitions finished in gypsum board and lath and plaster, and suspended ceilings. It has clearly been remodeled dozens of times and does not contain any distinctive materials, features, or spaces.

### **First Floor**

The first floor level of 331 Pennsylvania is L-shaped, consisting of a double-loaded corridor bounded by eight bedrooms, an office, a nurse's station, toilet rooms, closets, and an entrance lobby. Though some historic wood paneling remains in Rooms 3 and 5, the bedrooms have been remodeled many times since 1960, converting what were originally open wards into smaller bedrooms containing little or no original fabric. Most spaces on the first floor are finished in contemporary industrially produced materials, including resilient tile flooring, gypsum board walls and ceilings, and solid-core wood doors. By far the most intact room on the first floor (and the entire building) is the entrance lobby, which contains its original wood paneling and decorative plaster trim.

### **Second Floor**

Stairs near the intersection of the north and south wings provide access from the first to the second floor. Like the first floor, the second floor is L-shaped and laid out as a series of bedrooms opening off a double-loaded corridor. The second floor level is larger than the first floor because it includes the solarium and the space above the former vehicular passage. Aside from some original tile in several of the toilet rooms and some built-in furnishings in the solarium, there is no visible historic fabric surviving on the second floor.



*Detail of trim in entrance lobby, 2014, Christopher VerPlanck*

## **Alteration History**

### **Permit History<sup>4</sup>**

Between 1916 and 1938, no permitted alterations were made to 331 Pennsylvania Avenue. This encompasses the entire time that the property was owned by Bethlehem Shipbuilding Corporation (1916-1931), as well as several subsequent owners. In August 1938, Mrs. Donna E. Bell, who along with her siblings Monell R. Bell and David V. Bell, had just purchased the property for use as a sanitarium, applied for a permit to construct metal lath and plaster and hollow clay tile partitions inside the building. No locations were specified and the cost of the work was \$500. Three years later, in September 1941, Donna Bell applied for another permit to install a window, a door, and a

<sup>4</sup> All permit information comes from permit applications on file for 331 Pennsylvania Avenue at the San Francisco Department of Building Inspection.

partition to carve a bedroom out of one of the wards. The location of the room was unspecified but the cost of the work was \$100. Four years later, in June 1945, the Estate of Donna E. Bell (represented by Monell R. Bell) applied for a permit to construct a steel stair from the second floor of the Pennsylvania Avenue façade to the sidewalk. The job included the conversion of one window to a door and the installation of a railing. The cost of the work was \$1,500. Though not mentioned on the permit application, this project appears to have included another metal stair on the north façade.

The next permit application on file for 331 Pennsylvania Avenue was filed in February 1948 following the sale of the property to the Permanente Foundation, Henry J. Kaiser's non-profit healthcare management organization (HMO). At this time the Permanente Foundation applied for a permit in the amount of \$800 to reconfigure the locations of several partitions inside the building as part of the building's conversion back into a hospital. The Permanente Foundation owned 331 Pennsylvania Avenue for a decade, selling it to Dr. William A. Price in November 1958. In the decade that it owned the property, Kaiser applied for no other alteration permits.

In January 1959, Dr. William Price applied for a permit to convert 331 Pennsylvania Avenue from a hospital into a convalescent home. The alterations made were not specified but their cost came to \$8,000, a considerable amount for the time. Most likely the scope of work entailed the conversion of the remaining wards into smaller bedrooms, the conversion of clinical spaces into bedrooms and support spaces, and updating mechanical and utility infrastructure. It also seems likely that the vehicular entrance/ambulance portal was infilled with an aluminum storefront and door at this time. A year later, in February 1960, William Price applied for another permit to make additional changes to the interior of the building. The scope of work, which totaled \$7,000, included remodeling the bathrooms, enlarging the doors to the bedrooms (presumably to allow beds to be easily moved in and out), cutting new openings between various rooms, and building new partitions in the remaining open wards to create smaller bedrooms. In December 1962, William Price applied for a permit to build three internal stairs and replace a window with a door. The locations of these features are not identified. In April 1963, Price applied for a permit to partition a room and install a door. The cost of the work was \$200. In March 1970, Price applied for a permit to replace the elevator and enclose the elevator in fireproof materials. The cost of the job was \$1,200. Eleven years later, in September 1981, the manager of Potrero Hill Convalescent Home, applied for a permit to install a fire suppression system. The most recent permit application on file dates to October 1992, when Mission Bay Convalescent Hospital applied for a permit to re-roof the building.

#### **Unpermitted Alterations Observed**

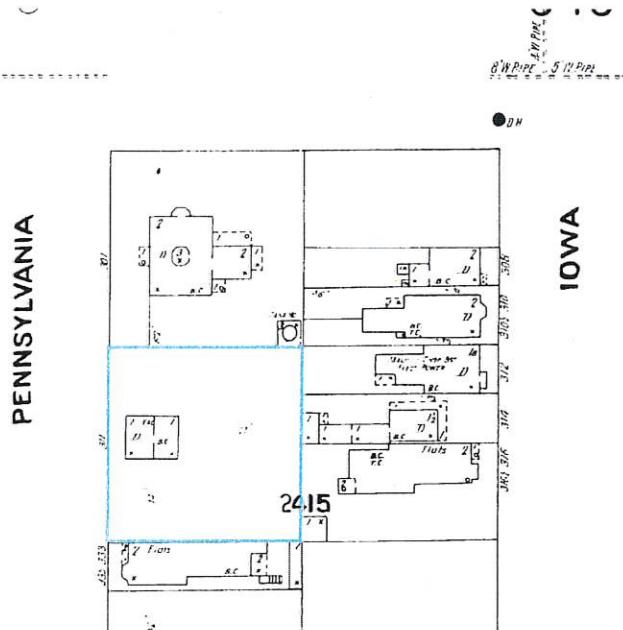
The vast majority of the changes made to 331 Pennsylvania Avenue since 1960 took place within the interior of the building. Most of these changes were made in the early 1960s when the building was converted from a hospital into a convalescent home. In this incremental reconfiguration of the interior from a series of larger open wards into smaller

bedrooms most of the original tile and wood finish materials were removed, with the exception of two offices in the basement, portions of Rooms 3 and 5 on the first floor, and several bathrooms on the second floor. Notable unpermitted exterior changes include the conversion of the rear parking area into a patio, which occurred after 1960; the construction of a small gable-roofed addition on the north façade after 1960; and the incremental replacement of most of the original wood, double-hung windows with powder-coated aluminum counterparts ca. 1990. Other minor changes include the installation of large wrought-iron sconces on either side of the primary entrance ca. 1960 and the replacement of the original front door and sidelights with modern counterparts ca. 1990.

### Sanborn Maps and Aerial Photographs

Sanborn maps and aerial photographs were consulted to provide additional information on the historical development of APN 4040/026. The 1900 Sanborn maps illustrate the property in its current 100' x 100' configuration. At that time the property contained only a small, one-story, wood-frame cottage. Visible to the north is the C.F. Richards House, at 301 Pennsylvania Avenue. To the south was a two-flat dwelling (no longer extant), at 333-5 Pennsylvania Avenue. To the east, facing Iowa Street (where I-280 is now), was a row of five two-story dwellings and associated outbuildings.

The 1913 Sanborn maps illustrate substantially different conditions on the subject block. Though the C.F. Richards House was still there, the cottage at 331 Pennsylvania Avenue had been replaced by what appears to be a small one-story earthquake refugee shack with an attached rear porch. Similarly, the five houses on the eastern side of the block facing Iowa Street had been demolished or moved elsewhere, leaving the entire eastern half of the block vacant.



Detail from 1900 Sanborn map showing 331 Pennsylvania Avenue  
San Francisco Public Library

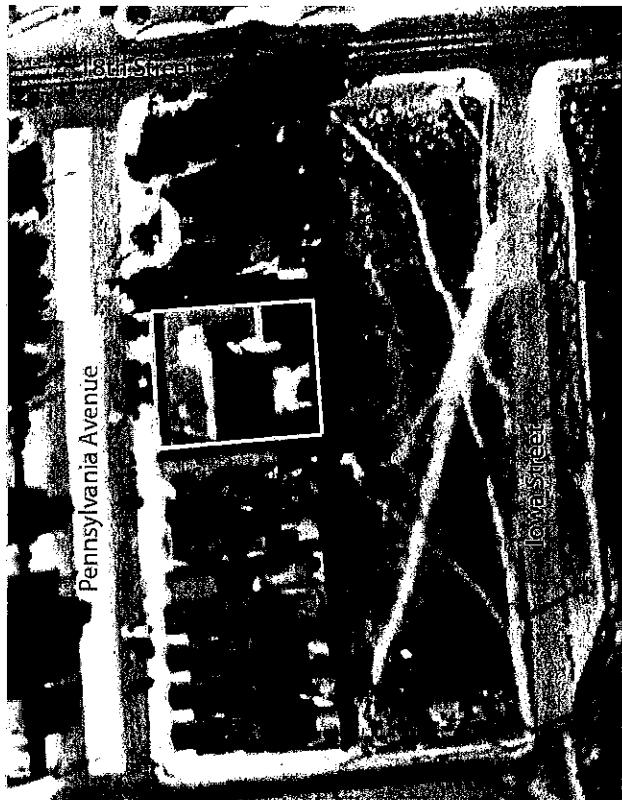


Detail from 1913 Sanborn map showing 331 Pennsylvania Avenue  
San Francisco Public Library

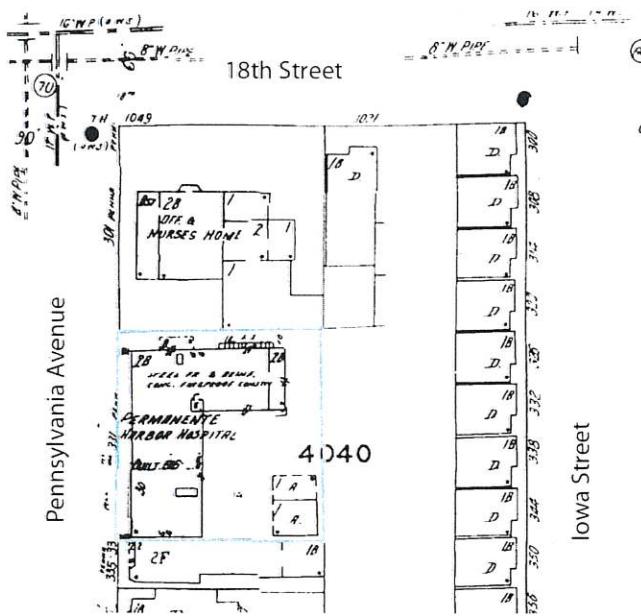
Though the Sanborn maps were not updated until 1950, 331 Pennsylvania Avenue appears on a series of aerial photographs taken in 1937-8. These photographs show the subject property with the 1916 hospital in place, its footprint largely matching its present configuration. The rear of the lot, where the patio is now, appears to have been a paved parking lot with a garage along the eastern property line. The 1937-8 aerials indicate that the western half of the block was entirely developed – mainly with single-family dwellings and flats. In contrast, the eastern half of the block remained an undeveloped swath of land crossed by a network of informal footpaths.

Published 12 years after the 1937-8 aerials, the 1950 Sanborn maps depict 331 Pennsylvania Avenue in use as a hospital operated by the Kaiser-Permanente Foundation. Notes on the map indicate that the building was two stories over a basement and a steel-frame, reinforced-concrete structure. The map shows the elevator/stair penthouse, two skylights, the solarium, and two exterior steel stairs. The rear of the lot contained a pair of one-story garages. The 1950 Sanborn maps indicate that the C.F. Richards House next-door had been converted into an office building containing nurses' quarters – most likely serving the Kaiser-Permanente hospital. Meanwhile, the formerly vacant eastern half of the block had been developed with 17 identical rowhouses.

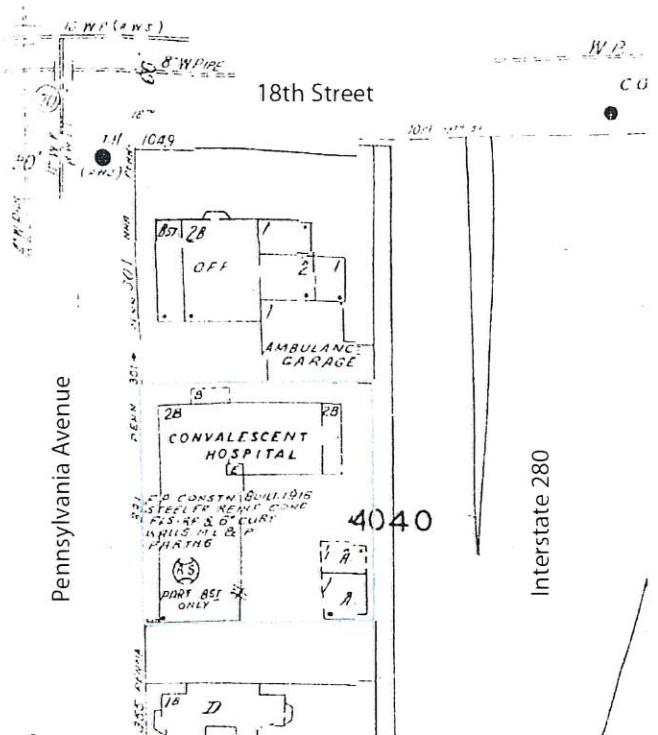
Sanborn maps updated to ca. 1990 depict further changes to 331 Pennsylvania Avenue and the subject block. Though no major changes have occurred to 331 Pennsylvania Avenue since 1950, the ca. 1990 Sanborn maps indicate that the garages (today no longer extant) were still standing at the southeast corner of the lot and that the former hospital was in use as a convalescent home. On the other hand, the rest of the block had undergone tremendous changes since 1950. The construction of I-280 in the 1960s resulted in the demolition and/or relocation of all the rowhouses on the eastern half of the block. The C.F. Richards House was in use as an office building, with an ambulance garage at the rear of the property. In addition, the flats to the south of the subject property, at 333-5 Pennsylvania Avenue, had been acquired by William Price and demolished, probably after 1960.



*Detail from 1937-8 aerial photograph showing 331 Pennsylvania Avenue  
Collection of David Rumsey*



Detail from 1950 Sanborn map showing 331 Pennsylvania Avenue  
San Francisco Public Library



Detail from ca. 1990 Sanborn map showing 331 Pennsylvania Avenue  
San Francisco Public Library

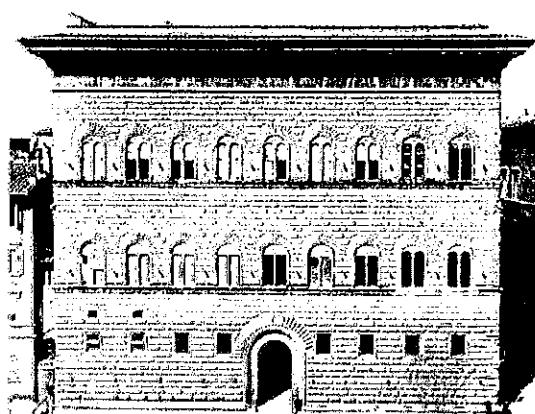
## HISTORICAL CONTEXTS

### Brief Building History

As mentioned previously, 331 Pennsylvania Avenue was built in 1916 to serve as a company hospital for the Bethlehem Shipbuilding Corporation's nearby Union Iron Works shipyard. Bethlehem Steel operated the hospital until 1931, at which point the hospital closed and the property was put up for sale.<sup>5</sup> Throughout the Depression the building remained vacant, with several unsuccessful attempts to open it as a private hospital, including the Bay Shore Hospital, which was listed in the 1933 San Francisco city directory, and the Northern Heights Hospital, which was listed in 1934.<sup>6</sup> In 1938, 331 Pennsylvania Avenue was purchased by David V. and Emma Bell, operators of an ambulance service next-door at 301 Pennsylvania Avenue.<sup>7</sup> The Bell family operated the building as a sanitarium until 1948 when they sold it to the Permanente Foundation, the original name of today's Kaiser-Permanente.<sup>8</sup> The Permanente Foundation converted the building back into a hospital – the pioneering HMO's first in San Francisco.<sup>9</sup> Though Kaiser soon opened a much larger hospital on Geary Boulevard in 1952, it retained ownership of 331 Pennsylvania, which it called the Permanente Harbor Hospital, until 1958. In that year Kaiser-Permanente sold the property to a doctor named William A. Price Jr.<sup>10</sup> Price converted the hospital into a convalescent (nursing) home. Initially called Price Convalescent Home, the name was changed to Potrero Hill Convalescent Home in 1970.<sup>11</sup> The property remained in use as a convalescent home under the ownership of the Price family until 2014 when it was sold to the present owners.

### Italian Renaissance Revival Style in San Francisco

The exterior of 331 Pennsylvania Avenue is designed in the Italian Renaissance Revival style, an academic style popular in the United States during the first two decades of the twentieth century. Sometimes called the "Second Renaissance Revival Style," the Italian Renaissance Revival style is based on the villas of wealthy Florentine merchants of the fifteenth century.<sup>12</sup> Popular prototypes include *Palazzo Rucellai* (begun 1446), designed by Leon Battista Alberti and Bernardo Rossellino; and *Palazzo Strozzi* (begun 1489), designed by



Palazzo Strozzi, n.d.

<sup>5</sup> San Francisco Office of the Assessor-Recorder, "Sales Ledger records for 331 Pennsylvania Avenue."

<sup>6</sup> San Francisco City Directories.

<sup>7</sup> San Francisco Office of the Assessor-Recorder, "Sales Ledger records for 331 Pennsylvania Avenue."

<sup>8</sup> San Francisco Office of the Assessor-Recorder, "Sales Ledger records for 331 Pennsylvania Avenue."

<sup>9</sup> San Francisco Department of Building Inspection, "Building Permit applications for 331 Pennsylvania Avenue."

<sup>10</sup> San Francisco Office of the Assessor-Recorder, "Sales Ledger records for 331 Pennsylvania Avenue."

<sup>11</sup> San Francisco City Directories.

<sup>12</sup> Marcus Whiffen, *American Architecture since 1780* (Cambridge, MA: MIT Press, 1981), 75-7.

Benedetto da Maiano and Filippo Strozzi the Elder.

In contrast to its sources, which were designed as residences, the Italian Renaissance Revival style was most often employed for commercial, civic, and institutional buildings requiring an imposing appearance. Usually rectangular in plan, most Italian Renaissance Revival buildings are also rectangular in massing, with symmetrical façades divided into three horizontal bands by belt courses. The basement, or water table, is usually rusticated, with the upper floors sometimes rusticated as well. The corners of the building are often enframed with quoins or moldings. Windows usually have arched headers that cap one or two window openings. The window openings usually have prominent sills and/or keystones. The main entrance is typically positioned at the center of the primary façade and given special emphasis with a monumental stair, pilasters, or an entablature. The roofs of Italian Renaissance Revival buildings are usually hipped or flat and sometimes concealed behind a raised parapet. Exterior façades usually terminate with a bold projecting cornice supported by modillions or brackets. Classical detailing, including dentils, egg-and-dart moldings, and acanthus leaf moldings are common, as well as pilasters with Doric, Ionic, Corinthian, or Composite capitals.<sup>13</sup>



*California State Building, San Francisco*  
Personal postcard collection of the author

<sup>13</sup> Marcus Whiffen, *American Architecture since 1780* (Cambridge, MA: MIT Press, 1981), 154-8.

In San Francisco, some of the best examples of the Italian Renaissance Revival are civic and institutional buildings, especially the California State Building in the Civic Center. This building, designed by Bliss & Faville and constructed in the early 1920s, is a late example of the style. Other good examples by Bliss & Faville include the St. Francis Hotel, at 301-45 Powell Street (1904, 1907 & 1913); the Bank of Italy Building, at 1 Powell Street (1920); and the Matson Building, at 215 Market Street (1921).



*Shriner Foundation Hospital, San Francisco, 2014*

*Wikimedia Commons*

In addition to civic buildings, medical buildings of the early twentieth century are often designed in the Italian Renaissance Revival style. Renaissance-era Florence had several well-known charitable hospitals and orphanages, including the famous *Ospedale degli Innocenti*, or Foundling Hospital, designed by Filippo Brunelleschi and completed in 1445. This famous Florentine building served as a model for many American hospitals and public health buildings, including San Francisco's Department of Public Health Building/Central Emergency Hospital, at 101 Grove Street (1917), designed by Samuel Heiman; Mt. Zion Hospital's Hellman Building, at Post and Scott streets (1911), designed by Julius E. Krafft; and the Shriner Foundation Hospital, at 19<sup>th</sup> Avenue and Lawton Street (1922), designed by Weeks & Day. The Shriner Foundation Hospital, which is San Francisco Landmark #221, is one of the best examples of the Italian Renaissance Revival style in San Francisco, and a comparable building to 331 Pennsylvania Avenue.

### Brief History of Hospital Design

Though there are early examples of architecture dedicated to the healing arts in ancient Greece and Rome, the building type disappeared during the Dark Ages. In mediaeval Europe most sick and injured people (if they received care at all) were cared for in their own homes. During the late Middle Ages, the Catholic Church, especially monastic orders, began to assume an active role in healing the sick. Several monasteries, including the famous St. Gall monastery in Switzerland and the monastery of Cluny in France, maintained separate buildings on the periphery of their vast complexes dedicated to the care of sick, injured, or simply exhausted. People who received treatment included monks, pilgrims, and residents of nearby villages. The buildings where patients received care were usually large, open buildings resembling stables or barns, where patient beds were arranged in rows. Architecturally speaking there was little to distinguish these buildings from other building types of the era, though most early medical buildings had a small chapel attached to one end for the use of the sick and dying.<sup>14</sup>

Beginning in Renaissance Italy, and also in the affluent city states of Flanders, the provision of hospitals evolved away from a purely religious undertaking to a secular charitable mission supported by prominent merchants or city governments themselves. Though the open “ward” plan from monasteries remained popular, experimentation with alternate plans, including the cross plan (two long wards intersecting at right angles), the “Panopticon plan” (a plan consisting of four or more wings radiating outward from a central administrative hub), and the pavilion plan (a series of one-story wards jutting out from either side of a central spine) began to appear during the eighteenth and early nineteenth centuries.<sup>15</sup>

By the middle of the nineteenth century, nurses like Clara Barton and Florence Nightingale made the connection between cleanliness and health and they emphasized the importance of keeping medical facilities clean and ventilated. In response, architects developed hospital plans that maximized access to light and air – mostly by providing ample windows and outdoor terraces – and minimized the accumulation of dirt and filth by providing modern sanitation and using easy-to-clean building materials. Florence Nightingale’s writings, in particular her 1863



Finger wings, Laguna Honda Hospital, 2014

Christopher VerPlanck

*Notes on Hospitals*, were highly influential in guiding the design of European and American hospitals during the late nineteenth and early twentieth centuries. The pavilion plan, if extruded upward to two or more stories, was found to be ideal for implementing Nightingale’s ideas. Called the “finger plan,” this prototype consisted of a series of multi-

<sup>14</sup> John D. Thompson and Grace Goldin, *The Hospital: A Social and Architectural History*. (New Haven, CT: Yale University Press, 1975), 10-15.

<sup>15</sup> Ibid., 19-20.

story pavilions jutting out from one or both sides of a central spine. The central spine provided easy access from administrative offices, the kitchen, and other centralized functions, to the fingers. The fingers were merely long, narrow wards with ample fenestration, allowing every patient access to light and air, as well as views of landscaped courtyards between the wings.<sup>16</sup> San Francisco General Hospital and Laguna Honda Hospital, both in San Francisco, are good examples of this type.



*Kaiser-Permanente Hospital, 1954, San Francisco  
San Francisco Public Library*

After World War II, Florence Nightingale's ideas on hospital design were discarded in favor of modern technology. To gain more square footage, the finger plan type was eliminated in favor of buildings with deep, monolithic floorplates capped by mid or high-rise towers. Windows were often sacrificed in the interest of larger floorplates, with air conditioning substituted in place of fresh air. Wards containing multiple patients were replaced by single rooms or rooms shared by one or two other people. Outdoor spaces, including landscaped courtyards, sun decks, and solariums associated with older

finger plan hospitals, gave way to paved parking lots and indoor recreational spaces. Postwar hospitals usually placed the administrative and functional spaces of the hospital, including offices, operating rooms, clinics, and food services, in a large podium occupying most of the lot. Meanwhile, patient rooms were usually arrayed along double-loaded corridors in "blocks" or "towers" built atop the podium.<sup>17</sup> These towers could rise as high as 10 or 15 stories, giving this building type the name "skyscraper hospital."<sup>18</sup> Before it was remodeled in the 1980s, Kaiser-Permanente's San Francisco Medical Center on Geary Boulevard was a good example of a "block"-type hospital of the postwar era.

<sup>16</sup> Heather Burpee, "History of Healthcare Architecture," Integrated Design Lab Puget Sound (2008). Website: <http://www.mahlinn.org/pdf/HistoryofHealthcareArchBurpee.pdf>; accessed September 9, 2014.

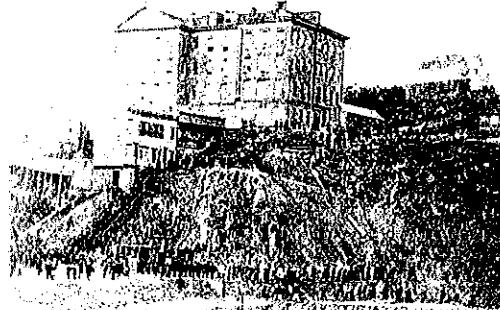
<sup>17</sup> Ibid.

<sup>18</sup> John D. Thompson, "Hospitals," in the National Trust for Historic Preservation's *Built in the U.S.A.: American Buildings from Airports to Zoos*. Washington, D.C., The Preservation Press, 1985.

### Brief History of Hospitals in San Francisco

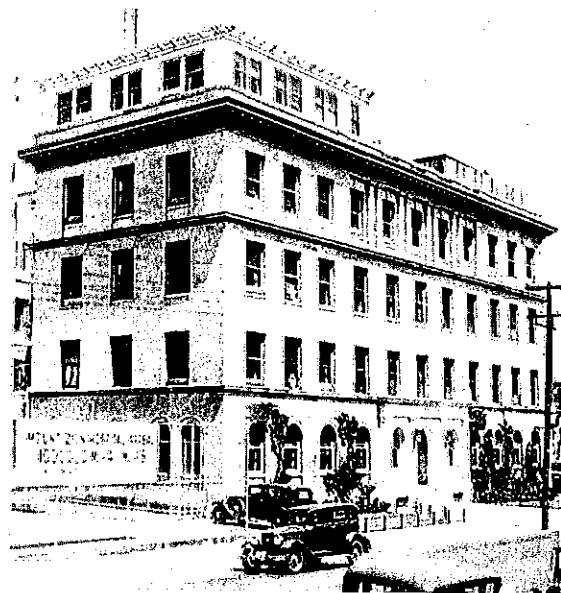
As a semi-lawless frontier settlement containing a transient population of gold miners, hucksters, and assorted adventurers, Gold Rush-era San Francisco did not make adequate provision for its sick and injured. What existed in terms of medical care tended to be ad hoc and provided mainly in the private residences of doctors and other medical professionals. In 1850, at the height of the Gold Rush, San Francisco was incorporated as a city. As part of its City Charter a Board of Public Health was created but no permanent hospital was established. One year later, Congress established the U.S. Marine Hospital in San Francisco. Completed in 1853, this facility eventually housed 500 patients.<sup>19</sup> In 1855, it became San Francisco's de facto municipal hospital, funded by fees collected from vessels entering the Port of San Francisco. The city's second hospital was St. Mary's, a Catholic institution established in 1855 by an Irish order called the Sisters of Mercy. In 1867, San Francisco established a large almshouse for old and destitute San Franciscans. This was the ancestor to today's Laguna Honda Hospital. In 1872, San Francisco's Board of Public Health built a new city hospital on Potrero Avenue, where San Francisco General Hospital is now located.<sup>20</sup>

As San Francisco's population grew throughout the last half of the nineteenth century, many of its immigrant and religious groups established their own hospitals. Early examples include the German Hospital (ancestor of today's California Pacific Medical Center (CPMC) Davies Campus), which was established in 1852; and the French Hospital (ancestor of today's Kaiser-Permanente French Campus), which was established in 1853. Various religious organizations also established hospitals, including the Episcopal Church, which founded St. Luke's Hospital (today CPMC's St. Luke's Campus) in Bernal Heights in 1871; and Children's Hospital (the ancestor to today's CPMC's California Campus), at Maple and Sacramento streets. In 1897, members of San Francisco's thriving German-Jewish community established Mt. Zion Hospital



St. Mary's Hospital, ca. 1890, San Francisco

San Francisco Public Library



Mt. Zion Hospital, ca. 1925, San Francisco

San Francisco Public Library

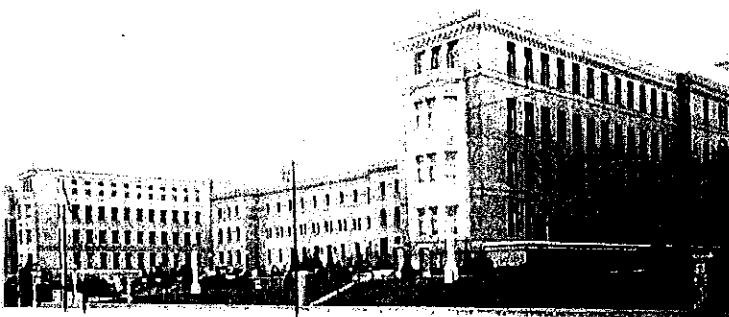
<sup>19</sup> Frank Soulé and John H. Gilon, M.D., *The Annals of San Francisco* (New York: D. Appleton & Co., 1855), 489.

<sup>20</sup> William Blaisdell, MD and Moses Grossman, MD, *Catastrophes, Epidemics, and Neglected Diseases: San Francisco General Hospital and the Evolution of Public Care* (San Francisco: San Francisco General Hospital Foundation, 1999).

(now part of University of California-San Francisco's (UCSF) Mt. Zion Campus) on Sutter Street. In 1923, 15 community organizations in Chinatown came together to establish the Chinese Hospital Association, and two years later Chinese Hospital opened at 835 Jackson Street.<sup>21</sup>

Several military, prison, and university hospitals were also established in San Francisco during the nineteenth and early twentieth centuries, including Alcatraz Hospital (1870), the Toland Medical College/Medical Department of the University of California (ancestor to UCSF - 1873), Quarantine Station on Angel Island (1889), and Letterman Hospital in the Presidio (1898). Later in the 1930s, the Veterans' Administration (VA) built a huge medical facility at Fort Miley, near Lands' End, to tend to military veterans.<sup>22</sup>

The 1906 Earthquake and Fire destroyed the patchwork of medical facilities that had served San Francisco since the Gold Rush. Though San Francisco General Hospital physically survived it was overwhelmed by the sheer number of injured San Franciscans. Many of the city's older hospitals were destroyed by the tremor itself or the firestorms that followed. While most of San Francisco's private hospitals slowly rebuilt following the disaster, San Francisco's Department of Public Health embarked on a mission to dramatically improve the quality and coverage of the city's public hospital



*San Francisco General Hospital, 1919*  
*San Francisco Public Library*

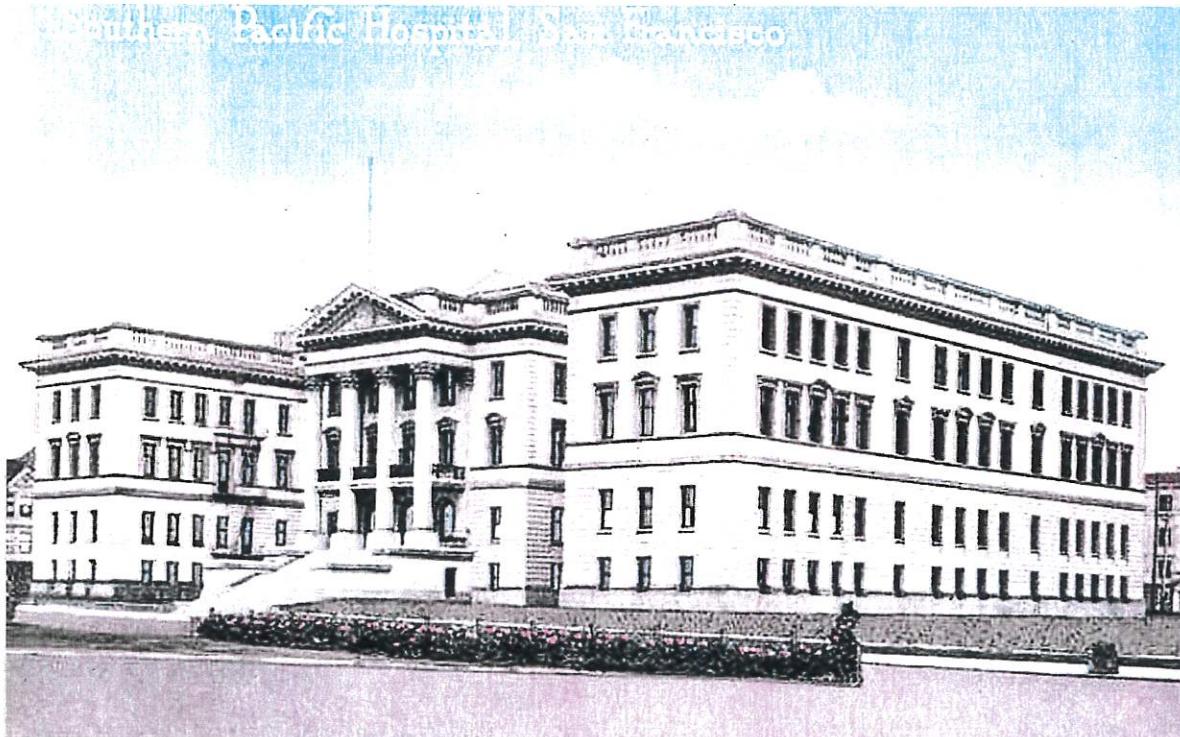
facilities. Planning began immediately for a new and much larger facility on the site of the existing hospital on Potrero Avenue. Designed by City Architect John Reid Jr. as a giant "finger-plan" hospital, the new red-brick, Italian Renaissance Revival-style facility was widely regarded for its state-of-the-art facilities, landscaped grounds, and humane conditions, which contrasted favorably with the decrepit public facilities that the City had built in the nineteenth century. Around the same time, the Department of Public Health began building smaller branch hospitals in the neighborhoods, including "emergency" hospital facilities in the Potrero District (Potrero), Golden Gate Park (Park), the Outer Mission District (Alemany), the Mission District (Mission), Civic Center (Central), and several other

<sup>21</sup> San Francisco City Directories.

<sup>22</sup> San Francisco City Directories.

parts of the city. The goal was to ensure that all San Francisco residents, no matter where they lived, could get to a hospital in less than ten minutes.<sup>23</sup>

In addition to religious/charitable and government hospitals, San Francisco had several private hospitals that were built as for-profit entities or ancillary departments of corporations, the latter otherwise known as “company hospitals.” Though much larger, the closest equivalent to the Bethlehem Shipbuilding Corporation’s company hospital in San Francisco was the former Southern Pacific Railroad’s hospital at Baker and Fell streets. This hospital was built in 1908 to care for Southern Pacific employees injured on the job. It was designed by Daniel J. Patterson in a mixture of the Italian Renaissance Revival and Roman Classical styles. Similar to the Bethlehem Shipbuilding Corporation’s hospital, employees could opt into the healthcare plan with a regularly scheduled payroll deduction.



*Southern Pacific Hospital, San Francisco  
Personal postcard collection of the author*

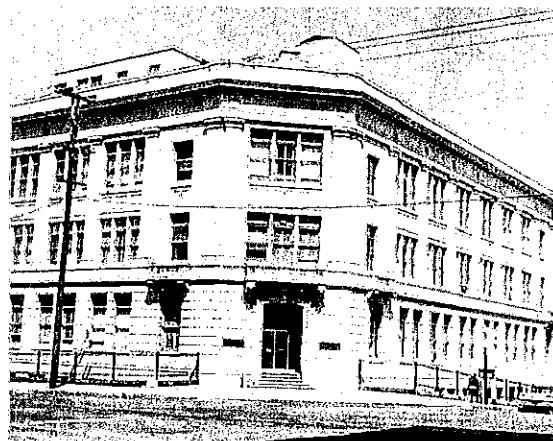
<sup>23</sup> William Blaisdell, MD and Moses Grossman, MD, *Catastrophes, Epidemics, and Neglected Diseases: San Francisco General Hospital and the Evolution of Public Care* (San Francisco: San Francisco General Hospital Foundation, 1999).

### Bethlehem Shipbuilding Corporation

The Bethlehem Steel Corporation Shipbuilding Division was created in 1905 when Bethlehem Steel Corporation acquired the formerly independent Union Iron Works shipyard in San Francisco. In 1917, this division reincorporated as the Bethlehem Shipbuilding Corporation, Ltd. In addition to its San Francisco holdings, the corporation eventually expanded to include the Fore River Shipyard in Quincy, Massachusetts and the Sparrows Point Shipyard in Baltimore, making it the largest private shipbuilder in the United States. The history of Union Iron Works, which has been extensively documented elsewhere, goes back to Gold Rush era, though the shipyard at Potrero Point was not opened until 1884. After this new facility was opened Union Iron Works became the largest and most important shipyard on the West Coast, building many famous commercial and naval vessels, including Admiral George Dewey's flagship *Olympia*, from which he defeated the Spanish fleet in Manila Harbor in 1898. It also built the battleship *Oregon*, which distinguished itself in a record-breaking 15,000 trip around Cape Horn to the Caribbean, also during the Spanish-American War. After several changes in ownership, Bethlehem Steel Corporation acquired Union Iron Works at public auction in 1905.<sup>24</sup>

For about a decade after acquiring it, business remained flat at Union Iron Works. This dull period suddenly changed in 1914, following the outbreak of war in Europe. During World War I orders at the shipyard surged and the company hired hundreds of workers to fulfill hundreds of domestic and foreign contracts. In 1916, Bethlehem Shipbuilding Corporation purchased the neighboring Risdon Iron Works property at Potrero Point and built a separate facility to build destroyers for the British Navy. Shipyard orders caused Bethlehem to prosper, and the company made several investments in its San Francisco yard, including new concrete shops, several steel warehouses, a new Administration Building (Building 101), and a new company hospital.

As early as 1914, General Manager Joseph J. Tynan established a small "Emergency Hospital" in the basement of old Administration Building (Building 104). The facility treated minor injuries suffered by shipyard workers (mainly eye injuries) at the rate of about 150 patients a day. Shipyard work was inherently dangerous and it was important to make sure that injured workers were treated as quickly as possible so that they could return to work. Patients who required more than superficial treatment were referred to a medical facility operated by the company in the old C.F. Richards House, at 301 Pennsylvania Avenue. Known as the Employees Association Hospital, this small facility was



Building 101, Union Iron Works, ca. 1955  
San Francisco Public Library

<sup>24</sup> Carey & Company, *National Register Nomination for Union Iron Works* (San Francisco: n.d.), Section 8, Page 5.

supported by voluntary subscriptions totaling around 50 cents a month per employee. Workers who enrolled in the program were entitled to free medical care for any illness or treatment of any accidents suffered at work.<sup>25</sup>

In 1916, Bethlehem Shipbuilding Corporation hired architect Frederick H. Meyer to design a new state-of-the-art hospital to take the place of the antiquated and small Employees Association facility in the C.F. Richards House. The future facility was described in the *San Francisco Chronicle*:

The site of the building is at Pennsylvania street (sic) near Eighteenth street on the hills near the works. It will be of fireproof construction throughout and finished on the exterior with brick and terra cotta. The interior is planned after most modern hospital construction ideas. Provision is made for bed patients and there will also be an emergency hospital branch for employees receiving minor injuries. A department for eye, ear and nose specialists is provided for, and a fully equipped dental branch will care for men who have been in the company's employment for some time. When complete, the hospital building alone will cost between \$50,000 and \$60,000. A dispensary for the use of the men and their families will be maintained at the hospital.<sup>26</sup>

An image in the same edition shows the architect's rendering of the building. Though concrete was substituted at some point in the design process for brick and terra cotta, the image largely matches what was built.

After it opened in 1917, the new Employees' Association Hospital, as it was called, played an important role in safeguarding the health and safety of Bethlehem's employees. In conjunction with the new hospital, Bethlehem hired W.J. Thompson to serve as the shipyard's first full-time Safety Engineer. Seeking to reduce the number of injuries, which clearly cut into productivity, Thompson required that all workers wear goggles to prevent eye injuries. He also required workers to wear heavy gloves and boots to reduce hand and foot injuries, which were almost as common as eye injuries. Much more serious was the outbreak of the Spanish Flu epidemic in 1918, which killed millions world-wide. According to the *Bethlehem Star*, the company newsletter, 5,260 shipyard workers were treated for the illness, including 2,594 at the company



Rendering of 331 Pennsylvania Avenue  
*San Francisco Chronicle* (May 13, 1916)

<sup>25</sup> Ibid, Section 8, Page 55.

<sup>26</sup> "Hospital for Employees (sic) in the Potrero," *San Francisco Chronicle* (May 13, 1916), 9.

hospital on Pennsylvania Avenue. Company doctors, many of whom fell ill as well, did all they could do to halt the spread of the flu, including conducting home visits and establishing a temporary isolation ward.<sup>27</sup>

#### **Kaiser-Permanente in San Francisco**

One of America's first successful healthcare management organizations (HMO), Kaiser-Permanente got its start in the mid-1930s when Henry J. Kaiser's construction company was building the Colorado River Aqueduct in southern California. Expanded in scope and size in Kaiser's massive Richmond shipyards during World War II, the program replaced the standard fee-for-service model with a prepaid group model that tended to provide a more efficient delivery of services at a lower cost to both management and labor. The model perfected at the Richmond shipyards was so successful that Kaiser and his business partner Dr. Sidney Garfield decided to retain it after the war and open enrollment to the general public, which they did on October 1, 1945. Initially known as the Permanente Health Plan, the HMO enrolled around 300,000 workers in the Bay Area in its first decade of existence, including a preponderance of unionized shipyard workers. In 1952, the name of the organization was changed to Kaiser-Permanente, which it has remained to the present day.<sup>28</sup>

Headquartered in Oakland, the Permanente Foundation's main hospital was in Oakland as well. The Bay Area's fast-growing population, and especially the ballooning number of new health plan enrollees, forced the organization to expand its facilities beyond Oakland. In the rush to better serve its members, Permanente rented all types of spaces, including commercial storefronts, offices, and rooms in formerly fashionable hotels and mansions. The first Bay Area city outside Oakland to get a purpose-built Kaiser hospital was Vallejo, an important center of shipbuilding during World War II and the location of Mare Island Naval Shipyard. Permanente's Vallejo Community Hospital opened in 1947 near downtown Vallejo.<sup>29</sup>

San Francisco was the next stop for the Permanente Foundation. Workers at Hunters Point Naval Shipyard who joined the Permanente Health Plan requested a hospital on the west side of the bay. The first facility was a hastily improvised clinic set up on the third floor of a commercial building on Market Street in 1946. Less than two years later, Henry J. Kaiser, operating on behalf of the Permanente Health Plan, purchased 331 Pennsylvania Avenue to serve as the foundation's first full-service hospital in San Francisco. The 35-bed facility was optimal from the organization's perspective because it was close to the shipyards of the Potrero and Bayview-Hunters Point districts, where the majority of the San Francisco enrollees were employed. Dr. Sidney Garfield remodeled the "picturesque" building and opened it in late 1948 as the Permanente Harbor Hospital.<sup>30</sup> 331 Pennsylvania Avenue remained the main Kaiser-Permanente facility in San Francisco until 1952, when it opened a large, modern hospital on Geary

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<sup>27</sup> Bethlehem Star (December 1918).

<sup>28</sup> "Our History," Kaiser-Permanente Website: [www.kp.org/history](http://www.kp.org/history) Accessed, September 9, 2014.

<sup>29</sup> Laura Thomas, "Early Permanente Physicians: Making do with Makeshift Facilities," Kaiser-Permanente Website: [www.kp.org/history](http://www.kp.org/history) Accessed, September 9, 2014.

<sup>30</sup> Ibid.

Boulevard. Kaiser-Permanente retained ownership of 331 Pennsylvania Avenue for another five years, before selling it to Dr. William Price.<sup>31</sup>

## ARTICLE 10 LANDMARK DESIGNATION

This section of the case report provides an analysis and summary of the applicable criteria for designation, integrity statement, statement of significance, period of significance, inventory of character-defining features, and additional Article 10 requirements.

### CRITERIA FOR DESIGNATION

#### Criteria

Check all criteria applicable to the significance of the property that are documented in the report. The criteria checked are the basic justifications for *why* the resource is important.

- Association with events that have made a significant contribution to the broad patterns of our history.
- Association with the lives of persons significant in our past.
- Embody distinctive characteristics of a type, period, or method of construction, or that represent a significant and distinguishable entity whose components may lack individual distinction.
- Has yielded or may be likely to yield information important in history or prehistory.

#### Statement of Significance

##### Characteristics of the Landmark that justify its designation:

The former Bethlehem Shipbuilding Corporation's company hospital at 331 Pennsylvania Avenue derives its significance from its 15-year association with Bethlehem Shipbuilding Corporation's Union Iron Works shipyard at Pier 70, for decades the most important privately owned shipyard in the West. Along with the former Southern Pacific Hospital at Fell and Baker streets, 331 Pennsylvania Avenue is one of only two known purpose-built company hospitals remaining in San Francisco. The building also has historical significance as the Permanente Foundation's first hospital in San Francisco, which it remained from 1948 until 1952. 331 Pennsylvania Avenue also possesses architectural significance as a rare and well-preserved example of the Italian Renaissance Revival style. Finally, it is the work of a master, Frederick H. Meyer.

##### Association with significant events

331 Pennsylvania Avenue is closely associated with the history of the Bethlehem Shipbuilding Corporation's Union Iron Works shipyard, a National Register-listed property. Bethlehem Steel Corporation purchased Union Iron Works, the West's most important private shipyard, in 1905. The acquisition instantly put Bethlehem Steel into the business of shipbuilding, which it did very successfully for the next 70 years. Under Bethlehem's ownership, Union Iron

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<sup>31</sup> San Francisco City Directories.

Works expanded tremendously, winning many foreign and domestic contracts during World War I. It was during this period that Bethlehem Shipbuilding Corporation physically expanded the shipyard, building an impressive new Administration Building (Building 101), several shops and warehouses, and a new company hospital. The hospital, completed in early 1917, was designed by Frederick H. Meyer, the same architect who designed the Administration Building – also designed in the Italian Renaissance Revival style. The hospital, operated by the Employees' Association, a body nominally controlled by shipyard employees, was evidently unique in San Francisco to the degree that employees had a say in how it was run. The only other significant company hospital built in San Francisco during this era – the Southern Pacific Hospital – was administered without any employee oversight. 331 Pennsylvania Avenue is significant for the role it played in the expansion of the shipyard during World War I. Though not located on the grounds of Union Iron Works, it was only four blocks away, in a residential neighborhood, where inpatients could recover in relative peace and quiet. Finally, 331 Pennsylvania Avenue is significant for its early but brief association with Kaiser-Permanente, which made the building its first full-service hospital in San Francisco.

#### Significant architecture

331 Pennsylvania is architecturally significant as the work of Frederick H. Meyer, a self-trained master architect and one of San Francisco's most prominent professionals in the early twentieth century. It is also a good and well-preserved example of the Italian Renaissance Revival style, an academic style not widely used in San Francisco, but one used for a handful of major civic and institutional buildings. Finally, though of lesser importance than its styling or its architect, 331 Pennsylvania is a good example of a smaller private hospital building that incorporates aspects of both the "finger" plan and the "block" plan. Though not a true finger-plan hospital like Laguna Honda or San Francisco General, the L-shaped plan with patient rooms on either side of a double-loaded corridor maximized usable square footage while ensuring that every patient had access to light and air.

#### **Period of Significance**

The period of significance for 331 Pennsylvania Avenue extends from its original construction in 1916 until 1952, encompassing the periods in which Bethlehem Shipbuilding Corporation and Kaiser-Permanente occupied the building and used it as a hospital. The period from 1932 until 1947, when the building was either vacant or operated by others, does not contribute to the significance of the property but National Register guidelines discourage multiple periods of significance.

#### **Integrity**

The seven aspects of integrity used by the National Register of Historic Places, the California Register of Historical Resources, and Article 10 of the Planning Code are: location, design, materials, workmanship, setting, feeling, and

association in relation to the period of significance above. In summary, though the building has undergone several alterations, 331 Pennsylvania Avenue retains sufficient integrity to convey its association with the Bethlehem Shipbuilding Corporation and Kaiser-Permanente.

Location: 331 Pennsylvania Avenue was constructed at its present location in 1916 and it has not been moved. In conclusion, 331 Pennsylvania Avenue retains integrity of location.

Design: 331 Pennsylvania retains the majority of its original design elements, particularly the exterior of the building, whose design has not appreciably changed since 1916, with the exception of the addition of two steel exterior stairs in 1945 and the infilling of the vehicular entrance with a storefront and a door ca. 1960. The exterior retains its original Italian Renaissance Revival ornament and detailing and most of its original fenestration pattern. Furthermore, there have been no exterior additions that have changed the building's massing. The interior of the building retains aspects of its original plan, in particular its arrangement of patient rooms along a central, double-loaded corridor, bathrooms at the ends of the corridors, and utility rooms in the basement. In conclusion, 331 Pennsylvania Avenue retains integrity of design.

Materials: 331 Pennsylvania retains the majority of its original materials, especially on the exterior of the building, including its steel-framing, concrete walls finished in stucco; and concrete, terra cotta, and plaster ornament. Most of the original windows have been replaced over time, but most retain their original wood trim and casings and also their extruded plaster sills, keystones, and other ornament. The interior of the building has undergone more extensive alterations. Though some original tile wainscoting and wood paneling remains in several sections of the interior, the majority of the historic interior finishes have been replaced over the years, especially as the original wards were carved up into semi-private rooms. In the course of making these changes most of the original finish materials, including tiled floors and wainscoting, wood paneling, and lath and plaster walls have been removed, replaced, or concealed. In conclusion, 331 Pennsylvania retains integrity of materials, but only on the exterior.

Workmanship: Though designed as a functional and utilitarian building, the exterior of 331 Pennsylvania Avenue displays examples of workmanship, including the terra cotta and cement plaster detailing around the primary entrance, the rusticated stucco exterior finish, and other Italian Renaissance-inspired ornament, such as the vertical rope moldings, the cornice, the ornament around the windows, and the marble, tile, and molded plaster trim in the entrance vestibules. In conclusion, 331 Pennsylvania retains the aspect of workmanship.

Setting: The setting around 331 Pennsylvania Avenue has changed considerably since the end of the period of significance. Though the C.F. Richards House remains to the north at 301 Pennsylvania Avenue, the two-family flats to the south were demolished after 1960. The most extreme change was the demolition of the properties on the eastern side of the subject block and the construction of I-280 in the 1960s. This change resulted in the regrading of the eastern half of the block and the construction of a concrete retaining wall between it and the subject property, significantly changing the property's setting. In conclusion, 331 Pennsylvania Avenue does not retain integrity of setting.

Feeling: Feeling is one of the less-tangible aspects of integrity. It refers to the retention of a particular aesthetic or historic sense of a property to its period of significance. 331 Pennsylvania Avenue is still recognizable as a hospital dating to the early twentieth century, in particular its figural depictions of Florence Nightingale and a red cross above the main entrance. Though converted to a convalescent home in 1960, the interior of the building is still recognizable as a hospital. In conclusion, 331 Pennsylvania Avenue retains integrity of feeling.

Association: 331 Pennsylvania Avenue, particularly the exterior, retains enough fabric from the building's original construction and the period of significance. It continues to look much the way it did between 1916 until 1952, when it was operated as a hospital, first by the Bethlehem Shipbuilding Corporation and then Kaiser-Permanente. In conclusion, 331 Pennsylvania Avenue retains integrity of Association.

In conclusion, 331 Pennsylvania Avenue retains all but one aspects of integrity: setting.

## **ARTICLE 10 REQUIREMENTS SECTION 1004 (b)**

### **Boundaries of the Landmark Site**

The site proposed for landmarking encompasses Assessor Parcel Number 4040/026, a 100' x 100' lot on the east side of Pennsylvania Avenue, just south of 18<sup>th</sup> Street.

### **Character-defining Features**

Any case report for a property proposed for landmark status under Article 10 of the Planning Code requires an inventory of all character-defining features. This is necessary in order that the property owner, Planning staff, and the public know what features and materials (elements) are most important in defining a particular property and what must be preserved in order to protect the historical and architectural character of a proposed landmark. The character-defining features of 331 Pennsylvania Avenue's exterior and interior are listed below in order of importance:

- The building's L-shaped footprint and block-like massing
- The building's primary façade facing Pennsylvania Avenue, including all of its rusticated stucco finish materials, brick stairs and metal balusters, terra cotta and cast cement architectural detailing around the primary entrance, gridded fenestration pattern and detailing around the windows, horizontal belt course moldings, corner rope moldings, cornice, and raised parapet
- Entrance vestibule on primary façade, including marble and tile flooring, marble wainscoting, and plaster paneling
- Rusticated screen wall and gate at north end of primary façade
- Landscaping beds flanking the main entrance along Pennsylvania Avenue
- East (secondary) façade, including its stucco wall finishes, entrance, and simplified classical moldings and cornice
- Entrance vestibule on secondary façade, including tiled floor and paneled vestibule
- North (tertiary) façade, including its stucco wall finishes, fenestration pattern, chimney, and simplified classical moldings and cornice
- Stair/elevator penthouse with stucco finishes and simplified classical detailing
- Cantilevered solarium at northeast corner of building

Non-character-defining exterior features include the two steel exterior stairs, the infilled vehicular entrance on the primary façade, several enlarged window openings on the east façade, and the replacement aluminum sash windows. The unfinished south façade, which is an expanse of painted concrete that was not meant to be exposed to view is also not a character-defining feature. Though compatible with the primary façade, the two wrought-iron sconces flanking the primary entrance are not original to the building and are therefore not character-defining features.

The character-defining features of the interior of 331 Pennsylvania Avenue include:

- Main lobby, including plaster wall finishes and detailing and wood and glass screen wall between lobby and main corridor

Though there are some historic materials inside the building, most are in fragmentary, including several areas of wood paneling in rooms 3 and 5 on the first floor, some original lath and plaster and wood trim in two offices in the basement, and several bathrooms that retain some original tile. Nonetheless, none of these spaces retain the bulk of their original character-defining materials, leaving the main lobby as the only character-defining interior space.

## **PROPERTY INFORMATION**

**Historic Name:** Bethlehem Shipbuilding Corporation Employees' Association Hospital, Permanente Harbor Hospital

**Popular Name:** Union Iron Works Hospital

**Address:** 331 Pennsylvania Avenue

**Block and Lot:** 4040/026

**Owner:** Edward Maiello (50%), Sergio & Karen Nibbi (25%), and Lawrence & Kathleen Nibbi (25%)

**Current Use:** Vacant

**Zoning:** RH2- Residential House, Two-family

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Thomas, Laura. "Early Permanente Physicians: Making do with Makeshift Facilities." Kaiser-Permanente Website: [www.kp.org/history](http://www.kp.org/history) Accessed, September 9, 2014.

## Priority Consideration Criteria

Please check the appropriate criteria as they apply to your property and explain on a separate piece of paper how the property meets the stated Priority Consideration Criteria. A property must qualify in one of the six categories to be given priority consideration.

**Office to Residential Conversion:** The project converts underutilized office buildings into housing (typically properties eligible for the Commercial to Residential Adaptive Reuse Program).

**The property is located in a Priority Equity Geography:** Priority Equity Geographies are areas with a higher density of vulnerable populations as defined by the San Francisco Department of Health, including but not limited to people of color, seniors, youth, people with disabilities, linguistically isolated households, and people living in poverty or unemployed. Please check [San Francisco Property Information Map](#) to determine if the property is located within a Priority Equity Geography.

**Multi-Family Housing:** The project consists of, or promotes multi-family housing.

The property was fully renovated and completed in 2021. The property changed usage from Institutional to Residential with constructing seven units, off street parking in the rear, and 10 class 1 bicycle parking. The construction was composed of fully remodeling the interior, addition of decks and carports at the rear, and addition of roof decks.

**Estimated cost of rehabilitation work:** The project has an estimated cost of rehabilitation work that exceeds \$200,000 for single family dwellings and \$500,000 for multi-unit residential, commercial, or industrial buildings.

**Recently Designated City Landmarks:** properties that have been recently designated landmarks will be given priority consideration.

It's significant due to its association with Henry Kaiser and the Kaiser Permanente Foundation. Kaiser was a pioneer in the provision of health insurance for his workforce, providing a health care plan for his employees. Lastly, there is significance under Criterion 3. The building is a well-preserved architectural example of a concrete hospital designed by a prominent local architect Fred Meyer.

**Legacy Business:** The project will preserve a property at which a business included in the Legacy Business Registry is located. This criterion will establish that the owner is committed to preserving the property, including physical features that define the existing Legacy Business.

## **Photographic Documentation**

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Provide both interior and exterior images (either on separate sheets of paper or digitally) and label the images properly.

## **Site Plan**

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On a separate sheet of paper, show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions on a site plan.

## **Rehabilitation/Restoration & Maintenance Plans**

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A 10 Year Rehabilitation/Restoration Plan, including estimates prepared by qualified contractors, has been submitted detailing work to be performed on the subject property

Yes  No

A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property

Yes  No

Proposed work will meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, the California Historic Building Code and all applicable Codes and Guidelines, including the Planning Code and Building Code.

Yes  No

# **Photographic Documentation:**

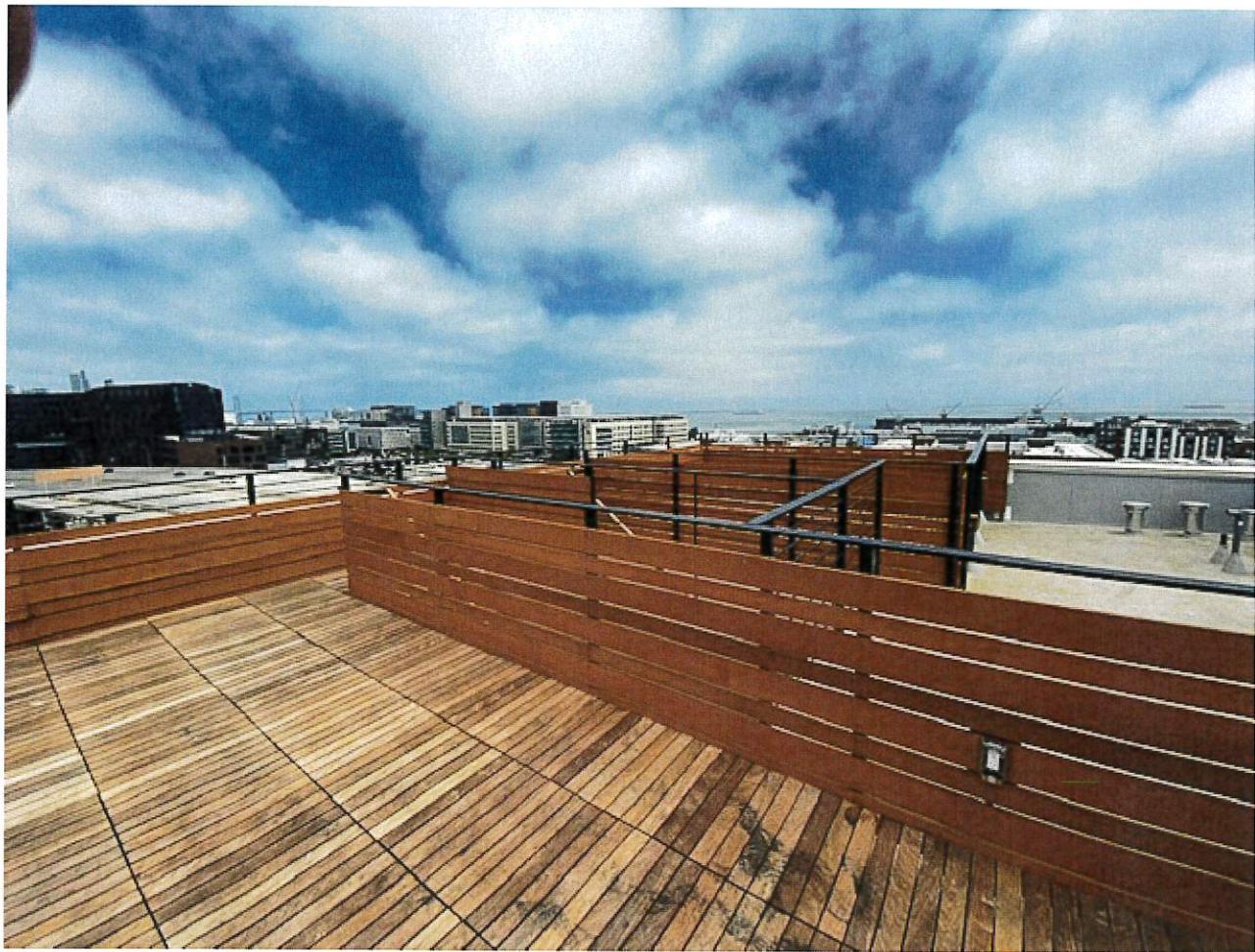
## Dominic Alioto

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**Sent:** Monday, June 7, 2021 4:51 PM  
**To:** Sergio Nibbi  
**Subject:** 331





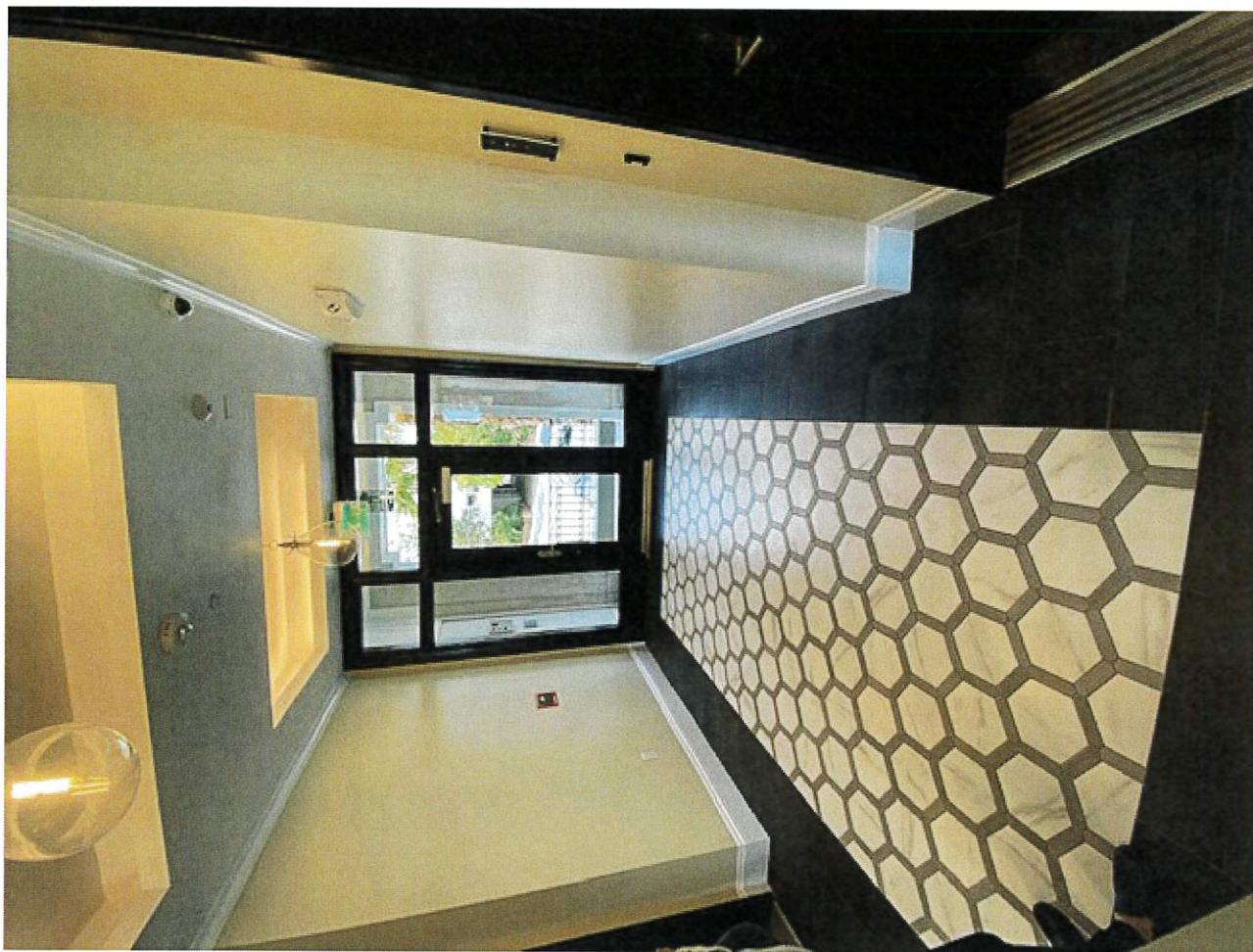
















Sent from my iPhone

# **Site Plans:**

# Aerial Photo



SUBJECT PROPERTY

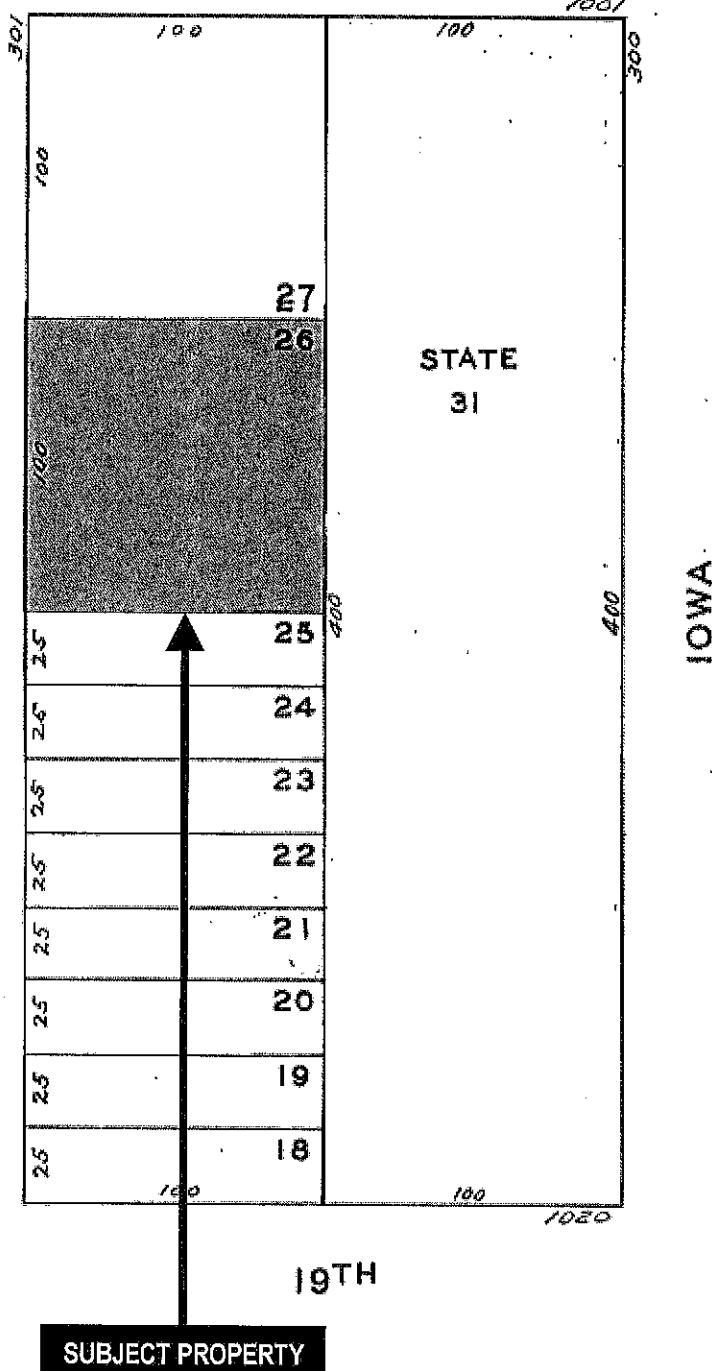


Conditional Use Authorization  
Case Number 2014.0231CUA  
331 Pennsylvania Avenue  
Block 4040 Lot 026

# Parcel Map

18TH

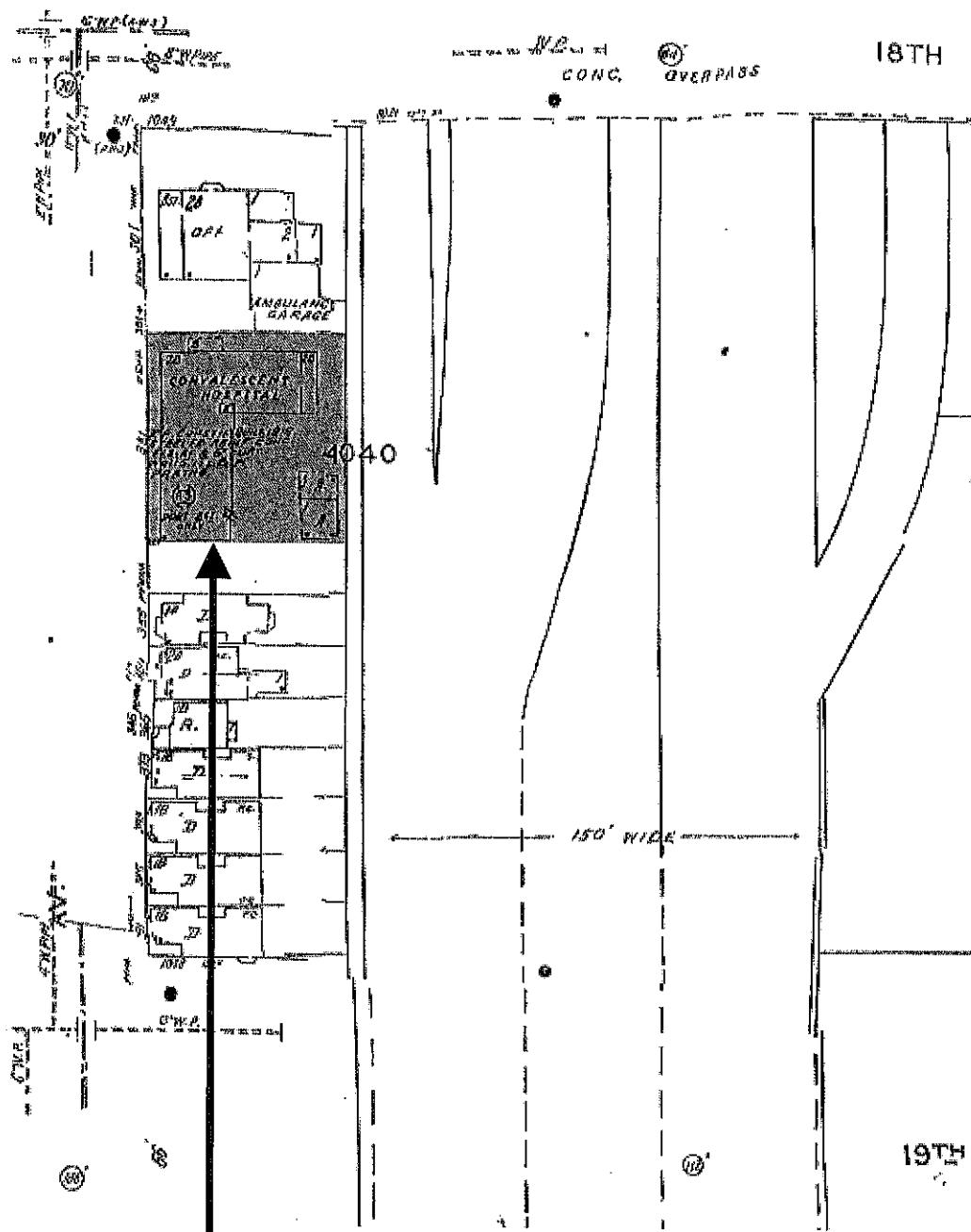
PENNSYLVANIA AVE.



Conditional Use Authorization  
**Case Number 2014.0231CUA**  
331 Pennsylvania Avenue  
Block 4040 Lot 026



# Sanborn Map\*

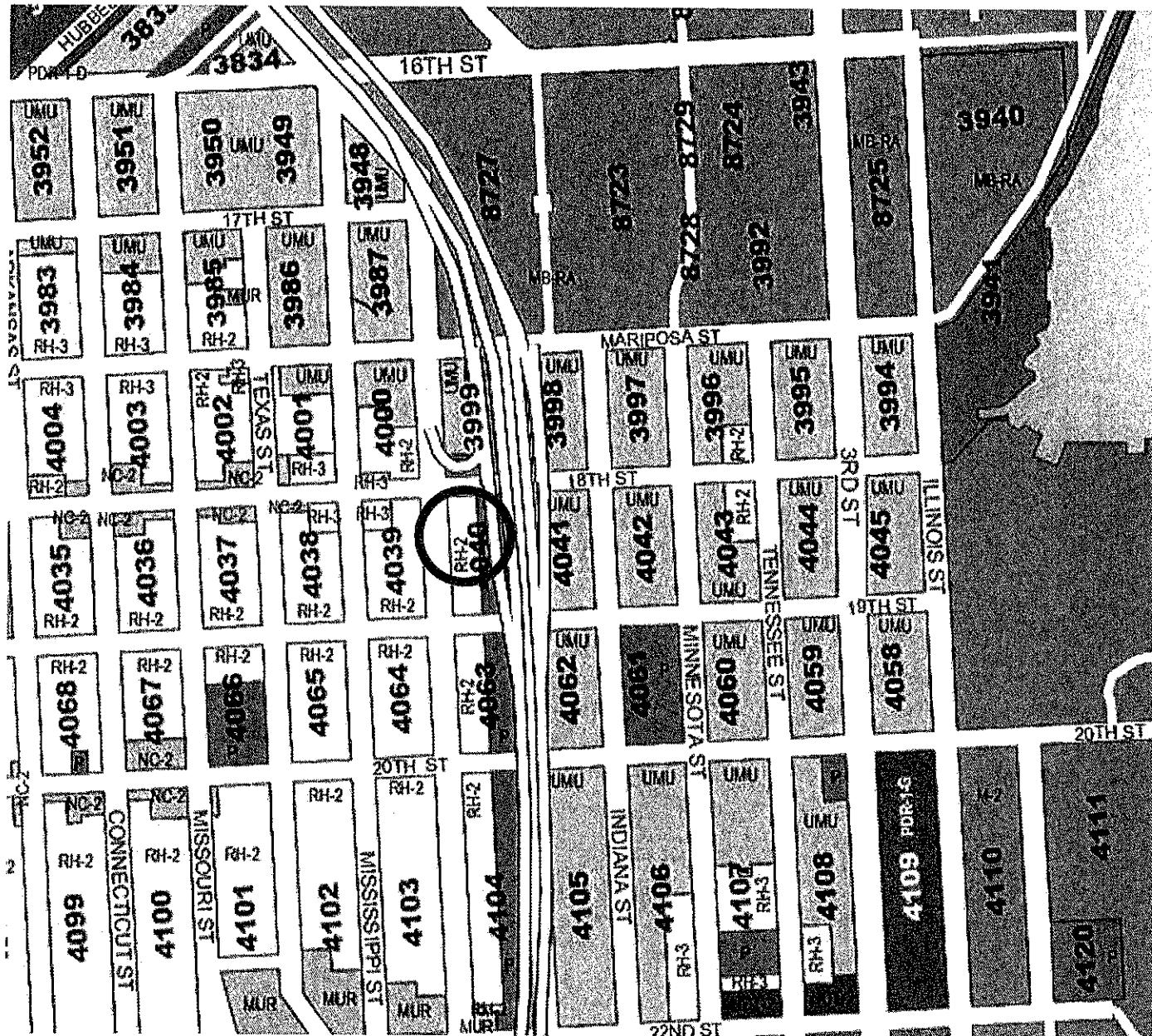


\*The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.

SUBJECT PROPERTY



## Zoning Map



Conditional Use Authorization  
**Case Number 2014.0231CUA**  
331 Pennsylvania Avenue  
Block 4040 Lot 026

# Site Photo



SUBJECT PROPERTY

Conditional Use Authorization  
Case Number 2014.0231CUA  
331 Pennsylvania Avenue  
Block 4040 Lot 026

## Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	Building Feature:
<input type="checkbox"/> Maintenance <input type="checkbox"/> Rehab/Restoration <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Proposed	
Contract year work completion: 2021	
Total Cost: \$ 8,099,948.00	

### Description of work:

The current ownership purchased and fully funded a complete renovation of this historic Potrero Hill building. Included is the architect plans, notice of complete and occupancy from the City of San Francisco, and the final billing from the contractor Nibbi Brothers.

## **Restoration Plans:**

- Architect Plans
- Certificate of Final Completion & Occupancy
- Final Billing from Contractor



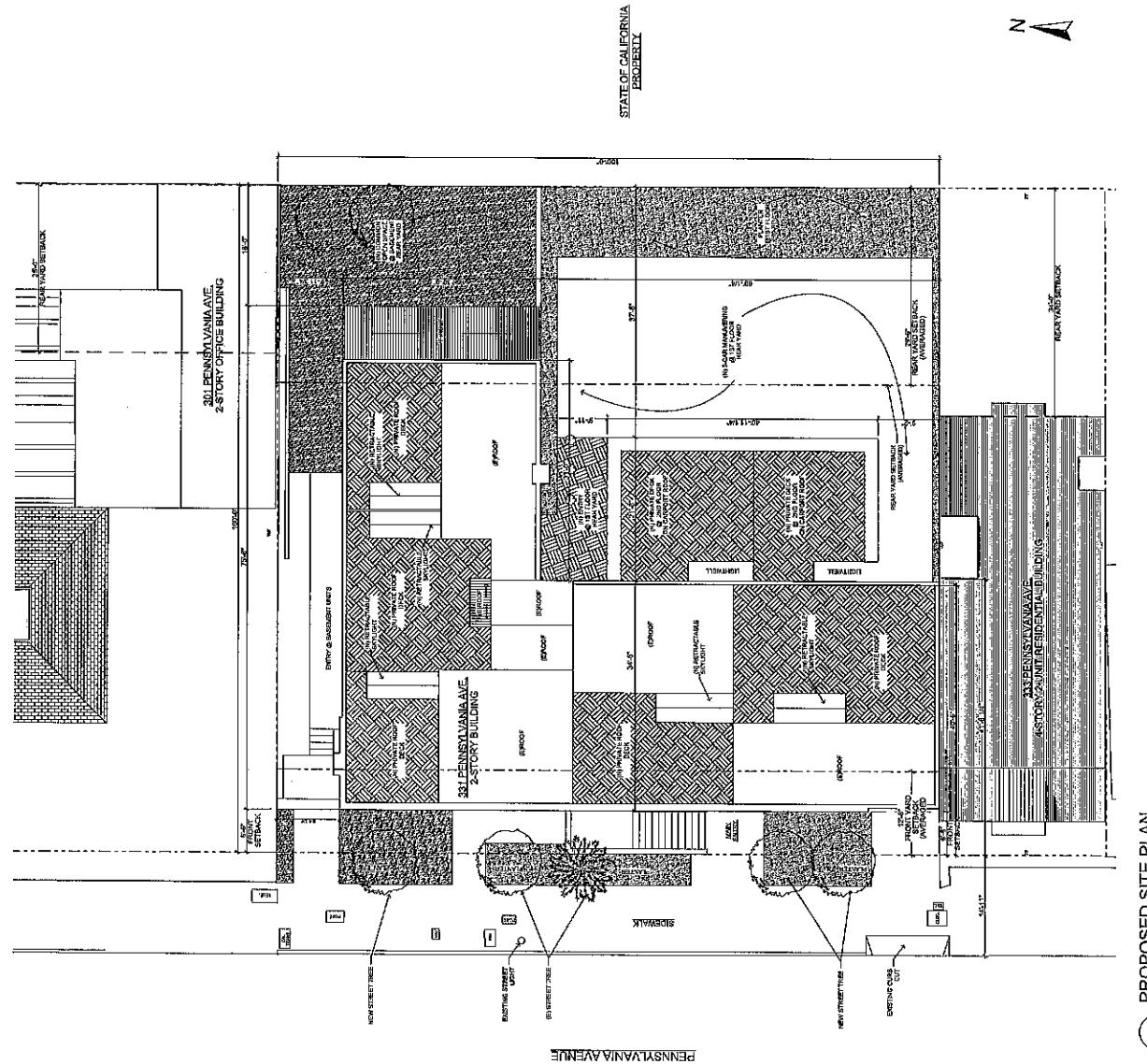
Kotas/  
Pantaleoni  
Architects

Anthony A. Pankowski  
LEED AP<sup>®</sup>

7 RESIDENTIAL UNITS  
OPTION #7  
331 PENNSYLVANIA STREET  
SAN FRANCISCO, CA

OPTION #7

A11



PROPOSED SITE PLAN

Street Tree Requirements  
Combined length of all street segments / Tree spacing requirement = Gross # of trees required  
$$\frac{100' \times 20'}{20' = 5}$$
  
Gross # of trees required = # of Building Trees + Street Tree Requirements  
100' = 100' street length  
20' = 20' tree spacing requirement

PLANTING REQUIREMENTS

THE REQUIRED LANDSCAPING IS 142 SQ. FT. (20%)  
THE REQUIRED LANDSCAPING IS APPROXIMATELY 172 SQ. FT. (25%)  
THE NEW LANDSCAPING PROVIDES APPROXIMATELY 221 SQ. FT. (33%)  
THE NEW REQUIRED PERMEABLE AREA IS 163 SQ. FT. (20%)  
THE NEW REQUIRED LANDSCAPING AREA IS APPROXIMATELY 180 SQ. FT. (25%)  
THE NEW PERMEABLE AREA IS APPROXIMATELY 231 SQ. FT. (33%)



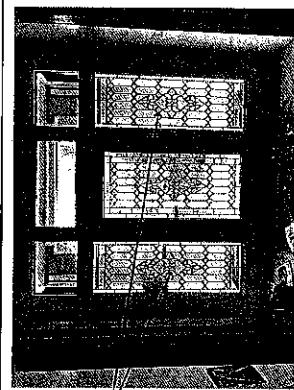
Kotas/  
Pantaleoni  
Architects

Architect of Record  
C. C. Kotas  
2010 18th Street, Suite 200  
San Francisco, CA 94103  
(415) 552-1100

OPTION #7  
7 RESIDENTIAL UNITS  
331 PENNSYLVANIA STREET  
SAN FRANCISCO, CA

OPTION #7

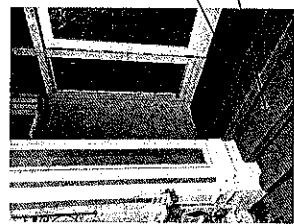
A1.2



ENTRY DOOR & SIDELIGHTS TO  
REPAIR, REPLACE (ELLEGARD)  
GLASS IN DOOR Sidelights w/  
CLEAR AVANTAGE PRIME GLASS.

CLEAN & REPAIR (5) BRICK  
PAVING @ ENTRY AS NEEDED

REPAIR (10) BRICK  
TREADS & RISERS



ENTRY DOOR & SIDELIGHTS TO  
REPAIR, REPLACE (ELLEGARD)  
GLASS IN DOOR Sidelights w/  
CLEAR AVANTAGE PRIME GLASS.

CLEAN & REPAIR (5) BRICK  
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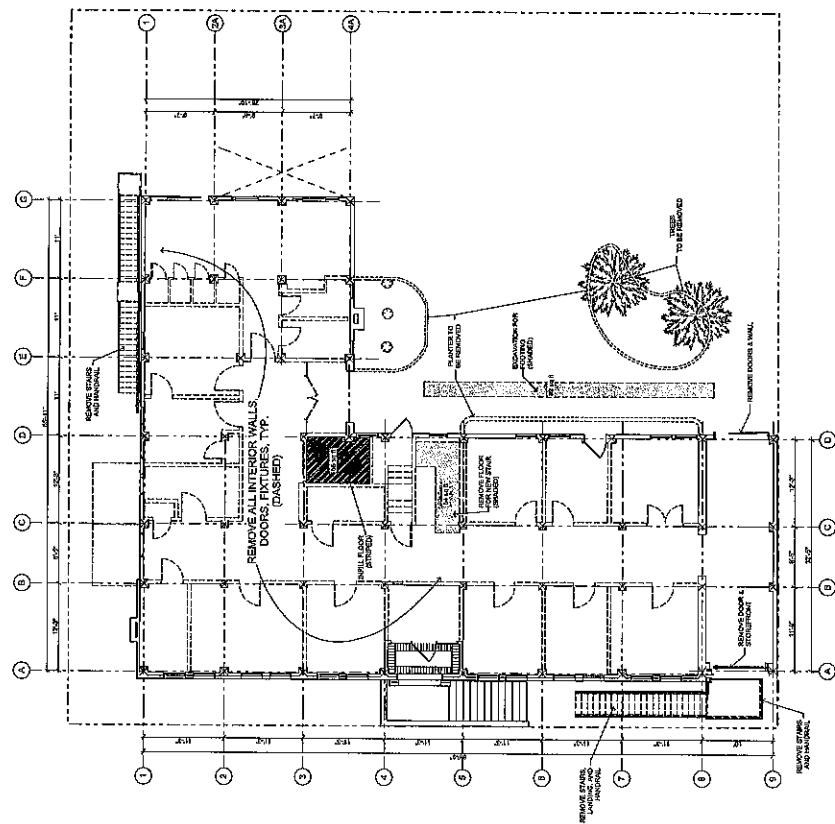
REPAIR (10) BRICK  
TREADS & RISERS

WALL TYPES:  
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EXISTING WALL TO BE REMOVED  
DASHED

EXISTING WALL TO CHANGE  
OPENING, ANCHORS, ETC.  
DASHED

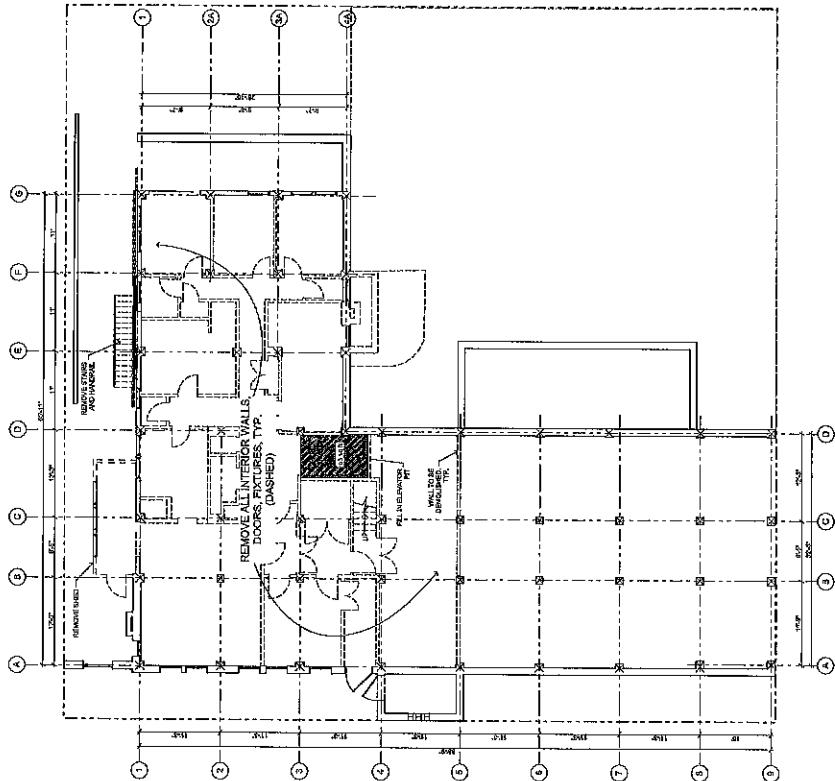
EXISTING OPENING TO CHANGE  
ANCHORS, ETC.  
DASHED

DEMOLITION LEGEND:  
□ CLEAVING INCREASE  
DOING WALL TO BE REMOVED  
□ OPENING REDUCTION  
EXISTING OPENING TO BE INFILLED



2 (E) DEMO 1ST FLOOR

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208 (E) DEMO BASEMENT

209 (E) DEMO BASEMENT

210 (E) DEMO BASEMENT

211 (E) DEMO BASEMENT

212 (E) DEMO BASEMENT

213 (E) DEMO BASEMENT

214 (E) DEMO BASEMENT

215 (E) DEMO BASEMENT

216 (E) DEMO BASEMENT

217 (E) DEMO BASEMENT

218 (E) DEMO BASEMENT

219 (E) DEMO BASEMENT

220 (E) DEMO BASEMENT

221 (E) DEMO BASEMENT

222 (E) DEMO BASEMENT

223 (E) DEMO BASEMENT

224 (E) DEMO BASEMENT

225 (E) DEMO BASEMENT

226 (E) DEMO BASEMENT

227 (E) DEMO BASEMENT

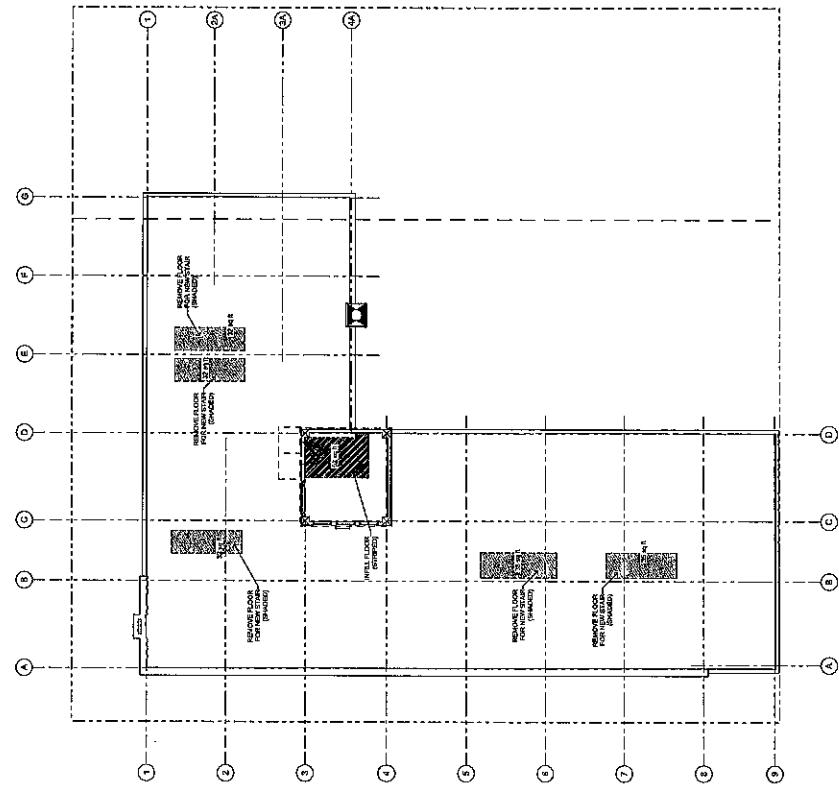
228 (E) DEMO BASEMENT

229 (E) DEMO BASEMENT

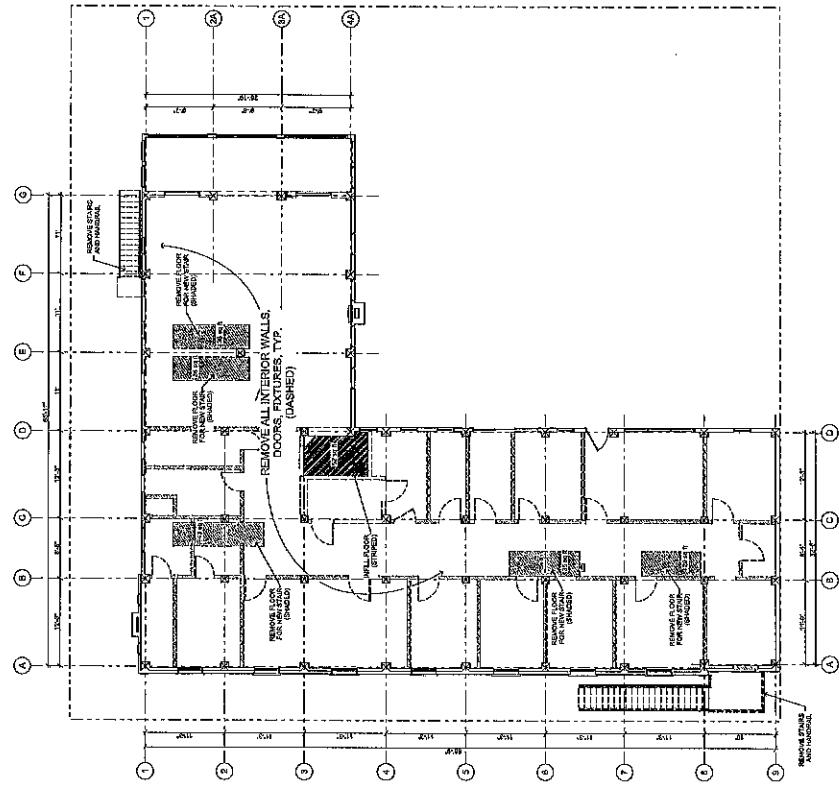
</

**DEMOLITION LEGEND:**

- WALL TYPES:
  - DEMOLISH WALL TO BE REMOVED
  - EXISTING EXTERIOR WALLS
  - EXISTING INTERIOR WALLS
  - NEW WALL
- OPENING INCREASE
- EXISTING WALL TO BE REMOVED
- OPENING REDUCTION
- EXISTING OPENING TO BE FILLED



2 (E) DEMO ROOF PLAN



1 (E) DEMO 2ND FLOOR

Kotas/  
Pantaleoni  
Architects

2200 Park 4th 200  
San Francisco, California  
415-552-0000

Revisions	by
	PLANNING SUBMITTAL 06/16/15

7 RESIDENTIAL UNITS  
OPTION #7  
381 PENNSYLVANIA STREET  
SAN FRANCISCO, CA

OPTION #7

A1.4

This architectural site plan illustrates the proposed building footprint for 301 Pennsylvania Ave. The plan shows the building's footprint, setbacks, and the proposed height of the structure. The building is located on a corner site, with the main structure extending along Pennsylvania Ave. and a smaller wing extending towards 3rd Street. The plan includes a detailed view of the building's facade, featuring multiple windows and a central entrance. The surrounding context includes the existing 301 Pennsylvania Ave. building, the proposed 333 Pennsylvania Ave. building, and the 335 Pennsylvania Ave. residential building. The plan also shows the location of the proposed 301 Pennsylvania Ave. building relative to the existing 301 Pennsylvania Ave. building and the 333 Pennsylvania Ave. building. The plan includes a legend for proposed and existing structures, as well as a key for property lines and setbacks.

1 EXISTING WEST ELEVATION  
SCALE 1" = 1'-0"

This architectural site plan illustrates the building footprint and property boundaries for 301 PENNSYLVANIA AVE. The plan shows the main building footprint with various windows and door locations. A dashed line indicates the outline of an adjacent property to the west. A vertical line labeled 'OUTLINE OF NEIGHBOR' extends from the top to the bottom of the page. A horizontal line labeled 'OUTLINE OF 301 PENNSYLVANIA AVE.' extends from the left to the right. A dashed line labeled 'CUTTING LINE' runs diagonally across the property. A small building footprint is shown in the top right corner, labeled '301 PENNSYLVANIA AVE. OFFICE 26' FOBRS'. A label 'CUTTING OF NEIGHBORS GARAGE' is also present. A large, stylized tree graphic is located on the left side of the plan.

**2** EXISTING EAST ELEVATION

Kotas/  
Pantaleoni  
Architects

Architects  
LEED AP  
LEED AP  
LEED AP  
LEED AP  
LEED AP  
LEED AP  
LEED AP

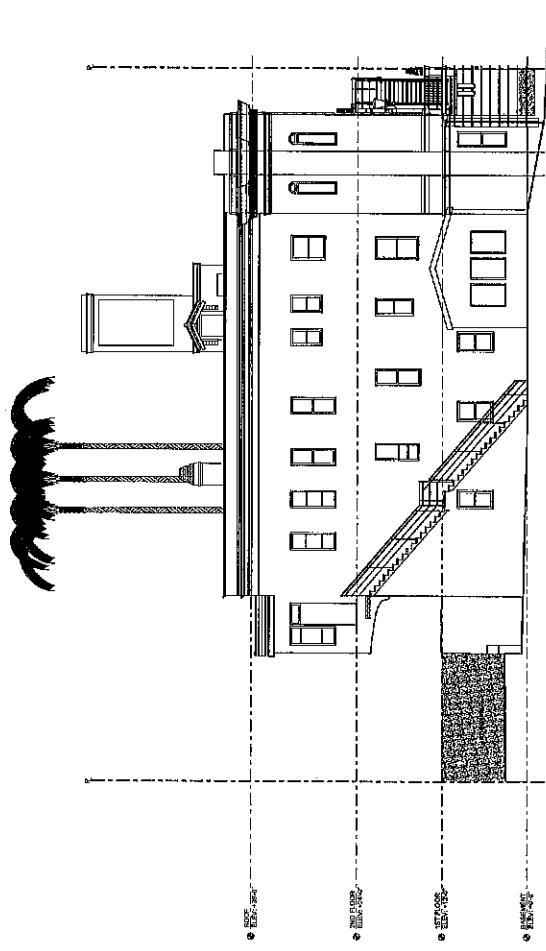
Residence	54
Planned Residential	54
Residential	54
Residential	54
Residential	54
Residential	54
Residential	54

7 RESIDENTIAL UNITS  
OPTION #7  
331 PENNSYLVANIA STREET  
SAN FRANCISCO, CA

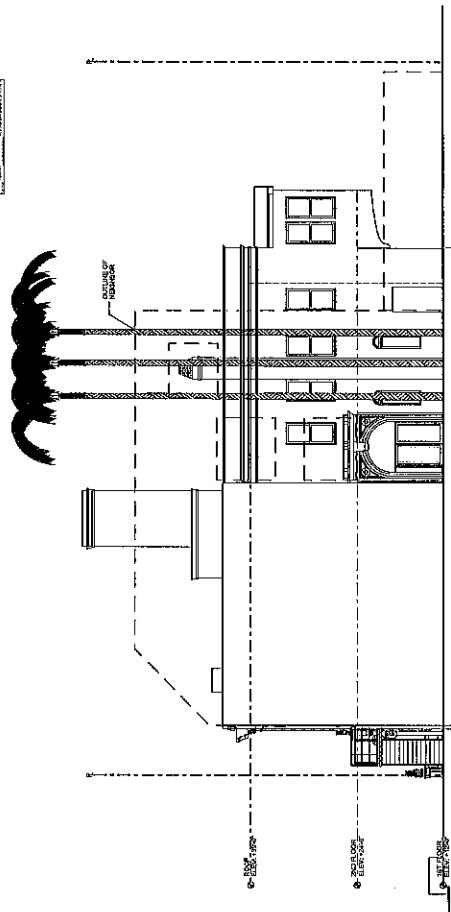
OPTION #7

Permit Info	Project Info
Existing Elevation	Existing Elevation
As Noted	As Noted
BM	BM
1-417	1-417
None	None

A1.5



1 EXISTING NORTH ELEVATION



2 EXISTING SOUTH ELEVATION

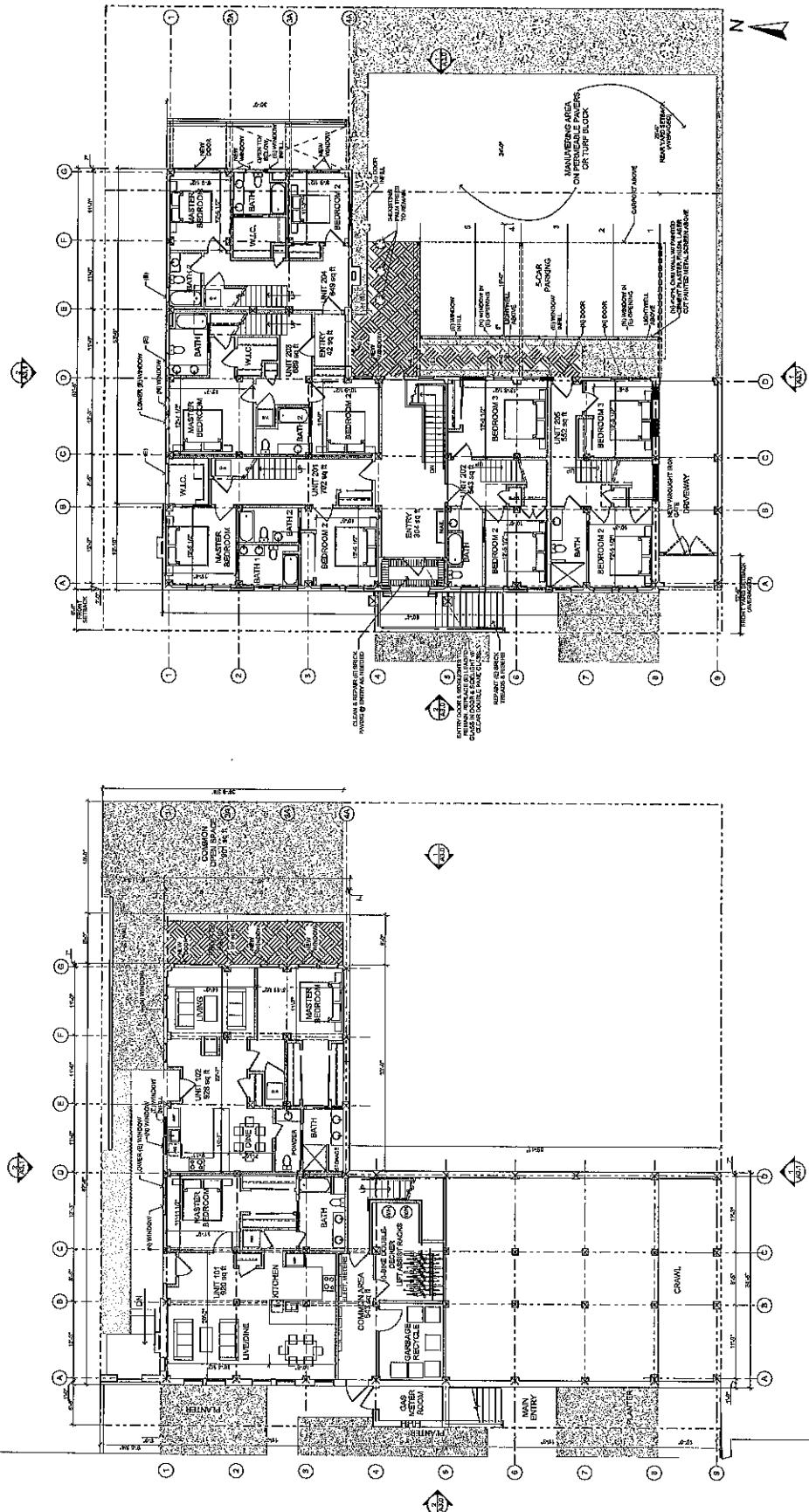
**WALL TYPES:**

**C - C** DEMOLITION WALL;  
EXISTING WALL TO BE REMOVED  
(DASHED)

**—** EXISTING EXTERIOR WALL;  
EXISTING WALL NOT CHANGE

**—** EXISTING INTERIOR WALL;  
EXISTING WALL NOT CHANGE

**—** NEW WALL



PROPOSED BASEMENT PLAN

PROPOSED 1ST FLOOR PLAN

卷之三

Kotkas/  
Pantaleoni  
Architects

Architect's Production  
Listed  
Drawing No. 100-1000  
Date Drawn: 10/20/04  
Last Revised: 10/20/04

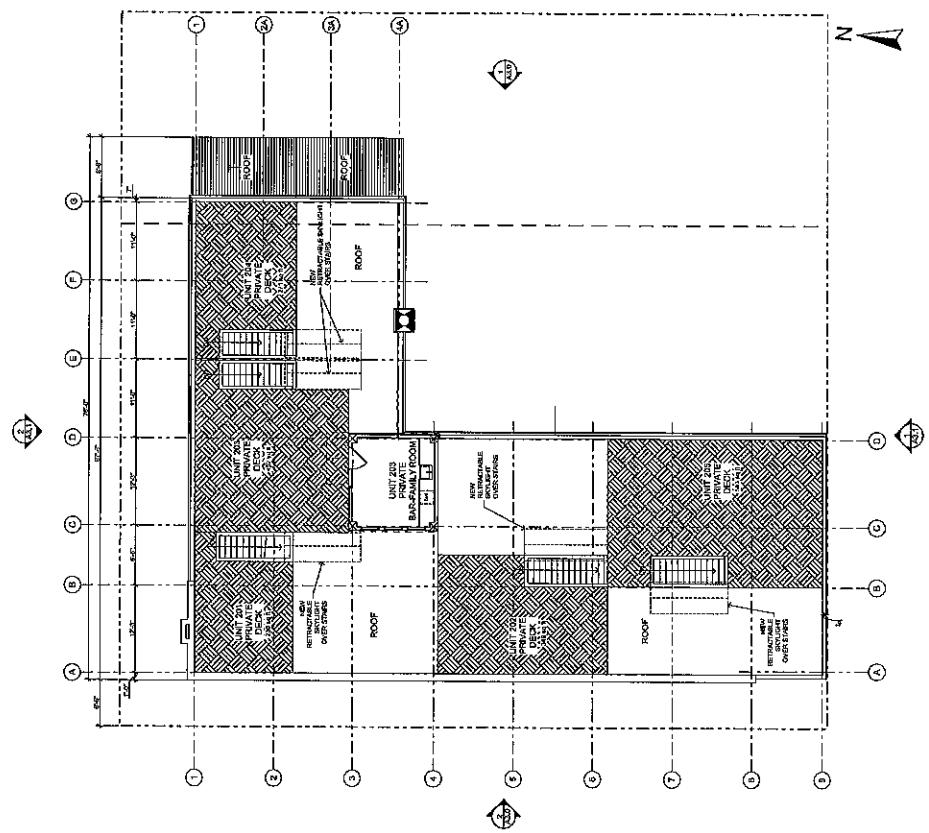
331 PENNSYLVANIA STREET  
OPTION #7  
7 RESIDENTIAL UNITS  
SAN FRANCISCO, CA

OPTION #7

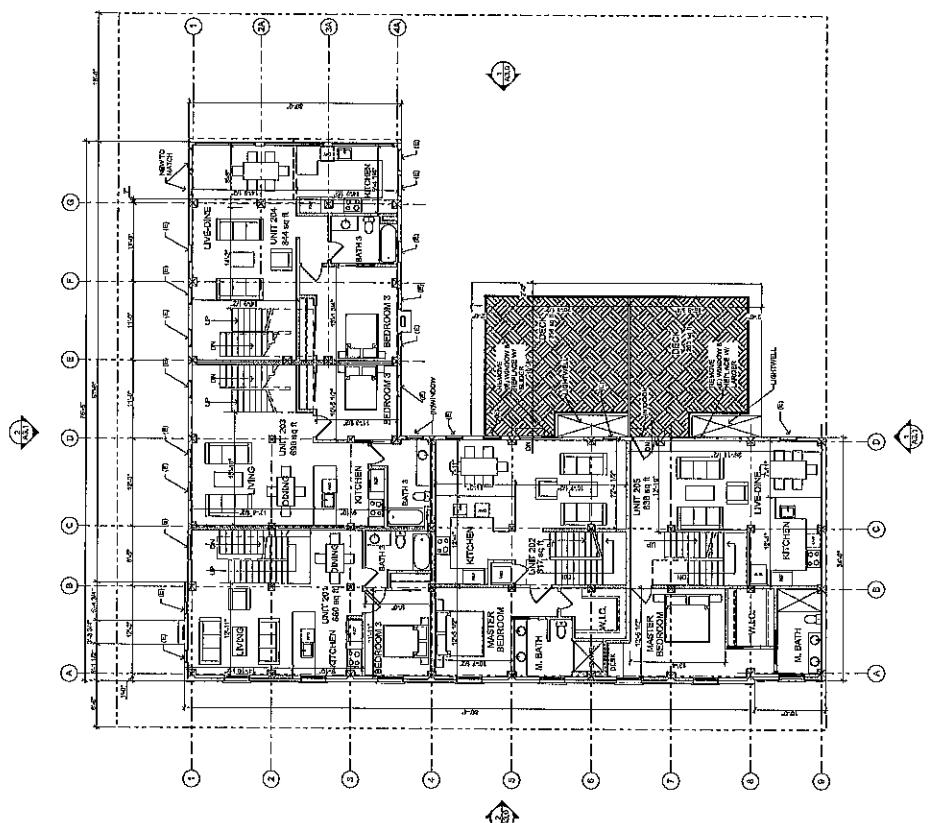
Architect's Production  
Listed  
Drawing No. 100-1000  
Date Drawn: 10/20/04  
Last Revised: 10/20/04

A.2.1

WALL TYPES:  
 C - C - C: DEMOLITION, WALL TO BE REMOVED  
 G - G - G: GROUTED  
 E - E - E: EXISTING EXTERIOR, WALL  
 E - E - E: EXISTING INTERIOR, WALL  
 E - E - E: EXISTING WALL, NO CHANGE  
 M - M - M: NEW, MASONRY  
 S - S - S: NEW, CONCRETE



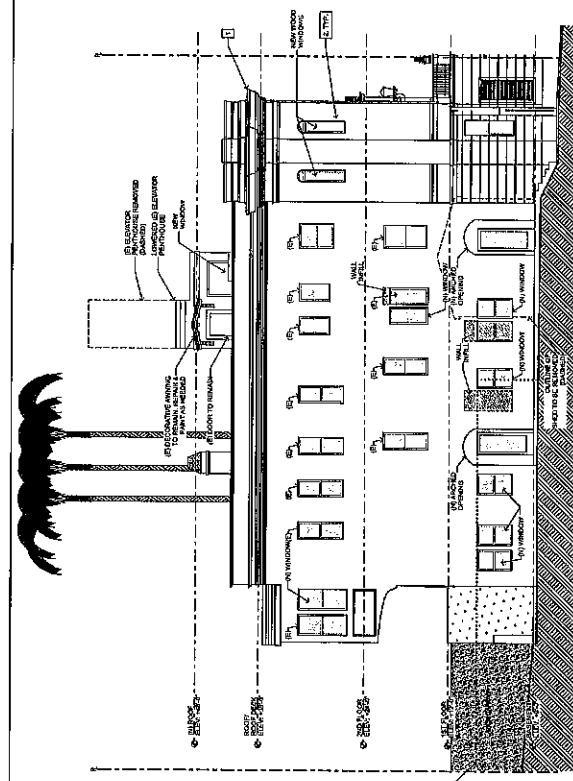
② PROPOSED ROOF PLAN



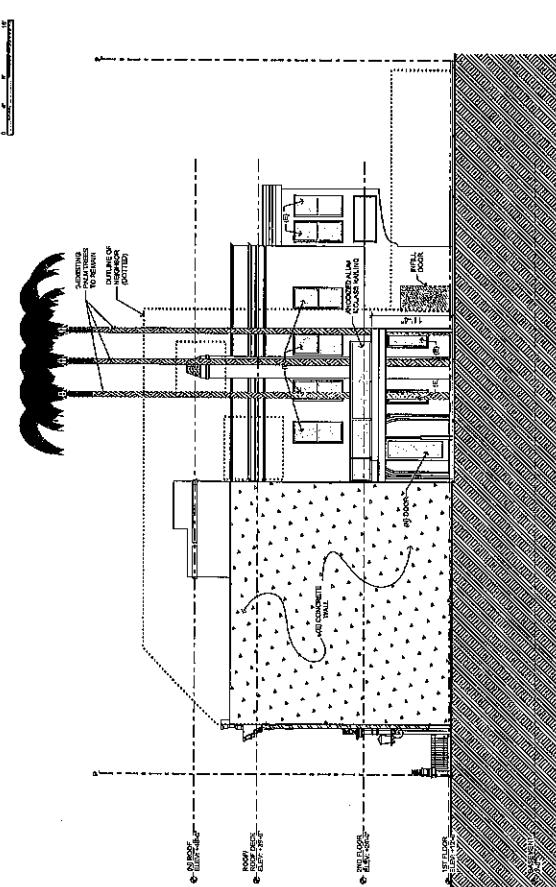
① PROPOSED 2ND FLOOR PLAN



- 1 PATCH, REPAIR & PREPARE SURFACE FOR PAINT.
- 2 PATCH & REPAIR STUCCO AS NEEDED FOR PAINT.
- 3 ADD NEW EDGES FOR PLASTER ROPE DETAIL AS NEEDED FOR PAINT.
- 4 REPAIR PLASTER CRACKS & Holes AS NEEDED.
- 5 PREPARE FOR PAINT.
- 6 REPAIR ALL RUST & IRON SPOTS, BURNT SPOTS AS NEEDED. PREPARE FOR PAINT.
- 7 REPAIR ALL CRACKS & Holes IN THE WOOD. REPAIR ALL CRACKS & Holes IN THE WOOD WHICH ARE NOT REPAIRABLE & PAINT THEM AS NEEDED. REPAIR & PAINT AS NEEDED.
- 8 REPAIR GLASS BROKES & REPLACE BROKEN GLASS WITH LED GLASS.



**PROPOSED NORTH ELEVATION**



**PROPOSED SOUTH ELEVATION**



City and County of San Francisco

Department of Building Inspection

**CERTIFICATE OF FINAL COMPLETION AND OCCUPANCY**

LOCATION: 331 Pennsylvania Ave 4040 / 02C  
(number) (street) (block and lot)

Permit Application No: 201510301277 Type of Construction: 14-A Stories: 2 Dwelling Units: 7

Basements: 1 Occupancy Classification: R-2 No. of Guestrooms: 0 with cooking facilities: 0

Description of Construction: Change use from Institution to Residential, add roof deck & carport, Demolition of All interior non-load bearing partition wall, all plumbing fixtures to be removed. Interior structural walls and supports to be exposed.

To the best of our knowledge, the construction described above has been completed and, effective as of the date the building permit application was filed, conforms both to the Ordinances of the City and County of San Francisco and to the Laws of the State of California. The above referenced occupancy classification is approved pursuant to Section 109A of the *San Francisco Building Code*.

Any change in the use or occupancy of these premises—or any change to the building or premises—could cause the property to be in violation of the *Municipal Codes* of the City and County of San Francisco and, thereby, would invalidate this *Certificate of Final Completion and Occupancy*. A copy of this *Certificate* shall be maintained on the premises and shall be available at all times. Another copy of this *Certificate* should be kept with your important property documents.

Before making any changes to the structure in the future, please contact the Department of Building Inspection, which will provide advice regarding any change that you wish to make and will assist you in making the change in accordance with the *Municipal Codes* of the City and County of San Francisco.

This certificate issued on: 5/25/21

Patrick O'Riordan, Interim Director

Copies: White (original to microfilm); Blue (to property owner); Yellow (to Building Inspector); Pink (to Housing Inspector)

by:

  
(Signature)

Building Inspector

SEAN B. BRAINE, M.A.

Printed Name

City and County of San Francisco  
DEPARTMENT OF BUILDING INSPECTION

**J O B C A R D**



To schedule inspections, go to  
[www.sfdbi.org](http://www.sfdbi.org).

Navigate to Inspections  
Click on Inspection Scheduling  
For assistance, call (415) 558-6222

OFFICE HOURS: THE BUILDING INSPECTION IS OPEN DAILY, MONDAY THRU FRIDAY,  
FROM 8:00 a.m. TO 5:00 p.m. DISTRICT BUILDING INSPECTORS KEEP OFFICE HOURS DAILY,  
MONDAY THRU FRIDAY, FROM 8:00 a.m. TO 8:30 a.m. AND FROM 3:00 p.m. TO 4:00 p.m.

REQUESTS FOR INSPECTIONS ARE TAKEN 24 HOURS A DAY/7DAYS A WEEK  
BY CALLING (415) 575-6955

APPLICATION NO. 2015 1030.127752 ISSUED \_\_\_\_\_

JOB ADDRESS: 331 PENNSYLVANIA AV. BLOCK: \_\_\_\_\_ LOT: \_\_\_\_\_

NATURE OF WORK: ADD A VA 2

WORK PERMITTED UNDER AUTHORITY OF THIS BUILDING PERMIT NUMBER MUST BE COMPLETED  
PRIOR TO EXPIRATION DATE OF \_\_\_\_\_

EXTENSION OF TIME TO COMPLETE WORK UNDER THIS BUILDING PERMIT NUMBER MAY BE GRANTED UPON  
WRITTEN REQUEST PRIOR TO THE DATES NOTED ABOVE.

For informations on the Permit Process, Building Plans Review, Access Issues, etc., please see page 4 of this  
JOB CARD for useful and appropriate telephone numbers.

\* ELECTRICAL & PLUMBING WORK MUST HAVE PERMITS SEPARATE FROM A BUILDING PERMIT. \*

KEEP THIS CARD POSTED IN A CONSPICUOUS PLACE ON THE JOB SITE AT ALL TIMES.  
PLANS AND PERMIT DOCUMENTS SHALL BE ON THE JOB SITE  
AT ALL TIMES WHEN WORK IS IN PROGRESS.  
AFTER COMPLETION OF WORK, RETAIN THIS CARD FOR YOUR RECORDS.

Name / Date / Div.

SUPPLEMENTAL INSPECTION RECORD

BID 12/3/19 OK to pour @ Garage beams Basement & 1st FL SUBS to 51 APPROVED

Wk. 1/13/20 BID RE-BAR PROGRESS CIRCLED Basement + 1st Floor

OK PROGRESS ON RE-BAR. SOME EPOXY STAIN IN PROGRESS. ~~OK~~

KG 1/14/20 PROGRESS. BASEMENT, 1<sup>ST</sup>, AND 2ND FLOOR OK

PS RE-SUB. Report OK to pour 8th.

18 Jan 2/16/2020 PID u/l DWV + STORM including 1st level u/l inside footing. APPROVED

BID 2/20/20 - Slab on Grade 1st, Basement - STS

BID 3/11/20 - Progress Inspection OK to continue - STS,  
EN 6/29/20 EID - OK rough for walls in 101 & 102.

2/24/20/2020 B. floor/air rough for 103, 201, 202, 203, 204, 205.

Unit 101 floor needs to be 3" as per manual. ~~OK~~

BID 3/12/20. OK to drop ceiling - STS

EN 6/14/20 EID OK rough for 101, 102 & 201.

BID 3/19/20 - Basement units OK to Drywall - STS.

(OK) 10-11-20 PID - Sanitary and Storm Sewers / bldg. drainage, outside bldg. approval.

BID 10/20/20 - Range floors / Back porch walls / below walls - STS

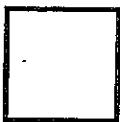
10/20/20 OK for wall & early rough of units 202, 203, 204, 205.

Corrections for rough-in completed. Low voltage rough already approved on J.J. O'sullivan permit. OK for hardi early rough of Level 1, Lobby & corridor ceiling. OK to backfill

(2) Level PVC Conduit passing free floating on east side of building for car chargers CONED

OK 1-5-21 PID - Hydro units 203, 204 to complete all floors heating oper

EID 4-5-21 Pending the approval of the life safety witness test, this sub must be document. ~~OK~~



*INSPECTION RECORD*

**APPLICATION NO.**

2015.10.30.1277 32

**ISSUED**

**JOB ADDRESS:**

331 Pennsylvania 213.

## BLOCK.

LOT:

#### **NATURE OF WORK:**

8/14/21 SFFD/Murphy - Sprinkler + F/A Signed off - ok, need to check egress doors for access plan

**Do Not Pour CONCRETE until the following are signed**

	INSPECTIONS	Dates	Inspectors
	Foundation Forms		
	Foundation Steel		
	Grounding Electrode		
	O.K. TO POUR		

**Do Not CONCRETE SLAB until the following are signed**

	INSPECTIONS	Dates	Inspectors
	Plumbing Underground	11/10/01	JKP
	Electrical Underground		
	Fire Service Underground		

**Do Not COVER until the following are signed**

	INSPECTIONS	Dates	Inspectors
	Rough Plumbing	6.16.20	AL
	Shower Pan		
	Flu, Vents & Ducts (PLBG)		
	Heating Hydrostatic Test	1.5.21	AL
	Rough Sprinklers (PLBG)		
	Rough Electrical <del>PLBG</del>	10/20/20	CDW
	Rough Sprinklers (FIRE)		
	Hydrostatic (FIRE)		
	Sound Transmission		
	Rough Framing		
	Insulation		
	Environmental Air, Vents, Ducts (BLDG)		
	Lath		
	O.K. TO COVER		

#### **ADDITIONAL WORK REQUIRING APPROVALS**

**FINAL INSPECTION REQUIRED**

	INSPECTIONS	Dates	Inspectors
	Disabled Access		
	Sprinklers (PLBG)		
<input checked="" type="checkbox"/>	Mechanical		
<input checked="" type="checkbox"/>	Plumbing	3/26/21 3/27/21	D. J. W.
<input checked="" type="checkbox"/>	Electrical	see notes 4/1/21	C. P.
<input checked="" type="checkbox"/>	Street Use & Mapping		
<input checked="" type="checkbox"/>	Urban Forestry		
<input checked="" type="checkbox"/>	Fire Department	5/24/21	L.M.
<input checked="" type="checkbox"/>	Health Department		
<input checked="" type="checkbox"/>	Building	5/25/21	S.B.
	Hydronic / Domestic Heating	3.5.21	D. J. W.
	<b>CERTIFICATE OF FINAL COMPLETION</b>		

**WARNING: THE PROVISIONS OF YOUR BUILDING INSPECTION PERMIT WILL BE NULLIFIED UNLESS ALL FINAL INSPECTIONS ARE SIGNED OFF ABOVE BY THE APPROPRIATE INSPECTORS.**

**FOR INFORMATION ON THE PERMIT PROCESS, CALL THE DEPARTMENT OF BUILDING INSPECTION'S CUSTOMER SERVICES DIVISION AT 415-558-6088.**

**FOR INFORMATION RELEVANT TO VARIOUS ASPECTS OF YOUR PERMITTED WORK UNDER WAY, PLEASE USE THE FOLLOWING PHONE NUMBERS:**

BUILDING INSPECTION:	415-558-6570	ENERGY/MECHANICAL	
CENTRAL PERMIT BUREAU:	415-558-6070	PLAN CHECK:	415-558-6133
CODE ENFORCEMENT:	415-558-6454	RECORDS:	415-558-6080
PLAN REVIEW SERVICES:	415-558-6133	PLANNING DEPARTMENT:	415-558-6377
DISABLED ACCESS:	415-558-6110	PLUMBING INSPECTION:	415-558-6570
ELECTRICAL INSPECTION:	415-558-6570	REROOFING INSPECTION:	415-558-6570
FIRE INSPECTION:	415-558-3300	SPECIAL INSPECTION:	415-558-6132
FIRE PLAN CHECK:	415-558-6177	DPW-BSM:	415-558-6060
GENERAL INFORMATION:	415-558-6088	STREET USE & MAPPING AT 1155 MARKET STREET, 3RD FL:	415-554-5810
HEALTH INSPECTION:	415-252-3800	BUREAU OF URBAN FORESTRY:	415-641-2674
HOUSING INSPECTION:	415-558-6220		

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***A FINAL REMINDER***

**AFTER COMPLETION OF WORK BEING PERFORMED UNDER AUTHORITY OF YOUR BUILDING PERMIT, RETAIN THIS JOB CARD WITH YOUR IMPORTANT BUILDING RECORDS.**

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***IMPORTANT!***

If this permit was applied for to clear a NOTICE OF VIOLATION issued by HOUSING INSPECTION SERVICES, you must take a copy of the completed JOB CARD and mail it to the attention of the HOUSING INSPECTOR who wrote the NOTICE at the following:

San Francisco Department of Building Inspection  
Housing Inspection Services  
1660 Mission Street, 6th Floor  
San Francisco, California 94103-24214

## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: Nibello, LLC  
1000 Brannan St, Suite 102  
San Francisco, CA 94103

PROJECT: 331 Pennsylvania  
331 Pennsylvania Street  
San Francisco, CA 94107

APPLICATION NO: 18R Distribution to:

OWNER - 1  
 ARCHITECT - 1  
 CONTRACTOR - 1

FROM CONTRACTOR: Nibbi Bros. Associates Inc.  
1000 Brannan Street, Suite 102  
San Francisco, CA 94103

VIA ARCHITECT: Kotas/Pantaleoni  
70 Zoe Street, #200  
San Francisco, CA 94107

APPLICATION DATE: 16-Jul-21  
PERIOD TO: 30-Jun-21

PROJECT NO: 19-265

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, Change Order Detail, and Waiver of Lien are attached.

1. ORIGINAL CONTRACT SUM  
2. Net Change by Change Orders  
3. CONTRACT SUM TO DATE (Line 1+2a+2b)  
4. TOTAL COMPLETE & STORED TO DATE

\$ 4,630,396  
\$ 3,469,552  
\$ 8,099,948  
\$ 8,099,948

## 5. RETAINAGE

a. \_\_\_\_\_ of Completed Work

b. 0.0 % of Stored Material

\$ -

Total Retainage (Lines 5a + 5b)

\$ -

## 6. TOTAL EARNED LESS RETAINAGE

\$ 8,099,948

## 8. LESS PREVIOUS CERTIFICATES OF PAYMENT

\$ 7,904,233

## 9. CURRENT PAYMENT DUE

\$ 195,716

## 10. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$ (0)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$ -	
Total changes approved this month:	\$ -	
NET CHANGES by Change Order	\$ -	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Nibbi Bros. Associates Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
NAME, TITLE

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and sworn to before me this  
day of \_\_\_\_\_

Notary Public:

My Commission expires: \_\_\_\_\_

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED: \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any

By: \_\_\_\_\_ Date: \_\_\_\_\_

## CONTINUATION SHEET

## AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,  
containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column I on contracts where variable retainage for line items may apply.

APPLICATION: 18R

APPLICATION DATE: 07/16/21

PERIOD TO: 06/30/21

ARCHITECT'S PROJECT NO:

A ITEM NO:	B DESCRIPTION OF WORK	C ORIGINAL CONTRACT VALUE	D REV CONTRACT VALUE WITH CHANGE ORDERS	E F WORK COMPLETED		G MATERIALS PRESENTLY STORED (NOT IN D OR E)	H TOTAL COMPLETED AND STORED TO DATE (D+E+F)	I % Comp.	J BALANCE TO FINISH (C-G)
				From Previous application (D+E+F)	This Period				
General Conditions		\$ 236,911.00	\$405,754	\$405,754			\$405,754	100%	\$0
General Requirements		\$ 54,797.00	\$170,233	\$169,721	\$512		\$170,233	100%	(\$0)
Elevator pit- Asbestos Mngmt Group			\$2,800	\$2,800			\$2,800	100%	\$0
Covid		\$ 9,639.00	\$139,562	\$139,562			\$139,562	100%	\$0
Demolition- Silverado		\$ 242,137.00	\$312,504	\$312,504			\$312,504	100%	\$0
Grading & Paving - O'Shaughnessy		\$ 121,299.00	\$235,455	\$235,455			\$235,455	100%	\$0
Fencing, Planting & Irrigation - Bloom		\$ 133,597.00	\$45,600	\$43,700	\$1,900		\$45,600	100%	\$0
Structural Concrete		\$ 540,382.00	\$743,082	\$743,082			\$743,082	100%	\$0
Concrete Coring		\$ -	\$36,029	\$36,029			\$36,029	100%	\$0
Cell Crete		\$ -	\$27,946	\$27,946			\$27,946	100%	\$0
Structural Steel - Emerald Steel		\$ 247,298.00	\$247,298	\$247,298			\$247,298	100%	\$0
Carpentry		\$ 156,637.00	\$1,712,542	\$1,709,671	\$2,871		\$1,712,542	100%	\$0
Cabinets - Blue Plum		\$ -	\$110,000	\$110,000			\$110,000	100%	\$0
Countertops - Premier Stone		\$ 14,518.00	\$69,466	\$69,466			\$69,466	100%	\$0
Roofing - Aical		\$ 79,469.00	\$153,790	\$153,790			\$153,790	100%	\$0
Joint Sealants - Delta Bay		\$ 19,589.00	\$13,439	\$13,439			\$13,439	100%	\$0
Glass, Glazing- Golden State		\$ 203,841.00	\$306,300	\$306,300			\$306,300	100%	\$0
Welding - Ricardo's Welding		\$ 59,271.00	\$4,670	\$4,670			\$4,670	100%	\$0
Drywall- Daleys		\$ 476,595.00	\$727,539	\$562,084	\$165,455		\$727,539	100%	\$0
Scaffold - Scaffold Solution		\$ 58,025.00	\$61,131	\$61,131			\$61,131	100%	\$0
Tile - KZ Tile		\$ 97,317.00	\$126,909	\$126,909			\$126,909	100%	\$0
Flooring - Excel		\$ 82,457.00	\$48,259	\$49,952	(\$1,692)		\$48,259	100%	\$0
Paint, Wall Covering - Blackhawk		\$ 247,155.00	\$241,640	\$241,640			\$241,640	100%	\$0
Miscellaneous Appliances		\$ 52,485.00	\$11,916	\$11,916			\$11,916	100%	\$0
Ecobay		\$ -	\$12,000	\$12,000			\$12,000	100%	\$0
G&M Appliances		\$ -	\$13,682	\$13,682			\$13,682	100%	\$0
Glass Shower Door - California Shower Door		\$ 6,644.00	\$13,497	\$13,497			\$13,497	100%	\$0
Plumbing - Madden		\$ 272,696.00	\$563,960	\$563,960			\$563,960	100%	\$0
Hardwood Floors - Tony's		\$ 58,466.00	\$24,054	\$24,054			\$24,054	100%	\$0
Metal - Tom's Sheet Metal			\$72,479	\$72,479			\$72,479	100%	\$0
Mechanical- Lias		\$ 144,453.00	\$114,446	\$114,446			\$114,446	100%	\$0
Electrical - Links		\$ 360,366.00	\$428,252	\$428,252			\$428,252	100%	\$0
Low Voltage- JJ O'Sullivan		\$ 72,000.00	\$74,600	\$74,600			\$74,600	100%	\$0

A ITEM NO:	B DESCRIPTION OF WORK	C ORIGINAL CONTRACT VALUE	D REV CONTRACT VALUE WITH CHANGE ORDERS	E WORK COMPLETED		G MATERIALS PRESENTLY STORED (NOT IN D OR E)	H TOTAL COMPLETED AND STORED TO DATE (D + E +F)	I % Comp.	J BALANCE TO FINISH (C-G)
				F From Previous application (D+E+F)	F This Period				
	Window Install- Rockaway	\$ 125,192.00	\$347,703	\$337,107	\$10,596		\$347,703	100%	\$0
	Final Clean - Ultimate Kleen	\$ -	\$21,675	\$21,675			\$21,675	100%	\$0
	Utility Location - F3	\$ -	\$900	\$900			\$900	100%	\$0
	Buyout	\$ 681,136.00	\$0	\$0			\$0	#DIV/0!	\$0
	Overhead and Profit	\$ 219,842.00	\$385,712	\$332,653	\$53,059		\$385,712	100%	\$0
	SDI Insurance	\$ 12,320.00	\$15,807	\$12,320	\$3,487		\$15,807	100%	\$0
	Property Liability & Damage	\$ 54,625.00	\$30,564	\$72,018	(\$41,454)		\$30,564	100%	\$0
	City Tax	\$ 13,711.00	\$26,754	\$25,772	\$982		\$26,754	100%	\$0
	<b>OVERALL CONTRACT TOTAL</b>	<b>\$ 5,154,870.00</b>	<b>\$8,099,948</b>	<b>7,904,233</b>	<b>\$195,716</b>	<b>\$0</b>	<b>\$8,099,948</b>	<b>100.0%</b>	<b>\$0</b>

## Maintenance Plan (Exhibit B)

Use this form to outline your Maintenance Plan. Copy this page as necessary to include all maintenance scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	Building Feature:
<input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input type="checkbox"/> Proposed	
Contract year work completion: Annually, monthly, weekly, and as needed.	
Total Cost: \$ N/A	
Description of work:  Ongoing maintenance and repairs is done on a weekly basis with our in house maintenance technician as well as when tenants contact us for various repairs and needed up keep. If the work is out of scope for our technician, we contract with local vendors depending on the situation and what needs to be done.	



1000 Brannan Street, Ste 102  
San Francisco, CA 94103  
Office: 415.863.1820  
Fax: 415.863.1150

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1. Roof: Inspect the roof every 5 years by a licensed contractor and repair as needed. If beyond repair, the roof will be replaced while keeping intact the historic features.

*Estimate: New roof cost of \$325,000.*

2. Painting: Paint the exterior of the building every 5-10 years while focusing to showcase the exterior historic features and details; specifically the hospital crosses above the door frames, and the architecture features designed by Frederick H. Meyer and built in 1916.

*Estimate: Painting \$75,000 every 5-10 years.*

3. Downspouts: Perform annual inspections of the downspouts and replace as needed to maintain proper water removal and when replaced, to ensure the historic features are not tampered with or changed.

*Estimate: New downspouts \$25,000.*

4. Exterior windows and doors: Annual inspections of all exterior windows and doors and replace or repair as needed when damage is discovered. When replaced, we will ensure that will not be altered to preserve the historic features.

*Estimate: \$7,500-\$20,000 per window replacement and \$2,500- \$4,000 per door replacement.*

5. Exterior siding and trim: Annual inspections of the exterior siding and historic trim. If any damages are found, repair or replacement will be completed to preserve the exteriors historic features.

*Estimate: \$5,000- \$10,000 for repairs and maintenance.*

# **10 Year Maintenance Plans:**

331 Pennsylvania  
2024-2036 Budget  
Summary

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
	Total												
<b>INCOME</b>													
Base Rent	\$ 465,000.00	\$ 476,625.00	\$ 488,540.00	\$ 500,753.00	\$ 513,271.00	\$ 526,102.00	\$ 539,254.00	\$ 552,735.00	\$ 566,553.00	\$ 580,716.00	\$ 595,233.00	\$ 610,113.00	\$ 6,414,895.00
Operating Expenses Reimbursement													
Miscellaneous Income	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00
Other Income													
Interest Income													
<b>Total Income:</b>	<b>\$ 468,600.00</b>	<b>\$ 480,225.00</b>	<b>\$ 492,140.00</b>	<b>\$ 504,353.00</b>	<b>\$ 516,871.00</b>	<b>\$ 529,702.00</b>	<b>\$ 542,854.00</b>	<b>\$ 556,335.00</b>	<b>\$ 570,153.00</b>	<b>\$ 584,316.00</b>	<b>\$ 598,833.00</b>	<b>\$ 613,713.00</b>	<b>\$ 6,418,495.00</b>
<b>EXPENSE</b>													
Payroll -Engineer	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supply & Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues & Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Administrative:</b>	<b>\$ -</b>												
Water/Sewer	12,000.00	12,350.00	12,700.00	13,000.00	13,400.00	13,800.00	14,000.00	14,500.00	15,000.00	15,500.00	16,000.00	16,500.00	168,750.00
Electricity	5,500.00	5,700.00	5,900.00	6,100.00	6,300.00	6,500.00	6,700.00	6,900.00	6,200.00	6,400.00	6,600.00	6,800.00	75,600.00
Gas	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Utilities:</b>	<b>\$ 17,500.00</b>	<b>\$ 18,050.00</b>	<b>\$ 18,600.00</b>	<b>\$ 19,100.00</b>	<b>\$ 19,700.00</b>	<b>\$ 20,300.00</b>	<b>\$ 20,700.00</b>	<b>\$ 21,400.00</b>	<b>\$ 21,200.00</b>	<b>\$ 21,900.00</b>	<b>\$ 22,600.00</b>	<b>\$ 23,300.00</b>	<b>\$ 244,350.00</b>
Cleaning Contract	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cleaning Supplies	1,200.00	1,200.00	1,300.00	1,300.00	1,400.00	1,400.00	1,500.00	1,500.00	1,600.00	1,600.00	1,700.00	1,700.00	17,400.00
Window Washing Contract	-	-	-	-	-	-	-	-	-	-	-	-	3,500.00
Extermination	550.00	550.00	550.00	550.00	550.00	550.00	600.00	600.00	600.00	600.00	600.00	600.00	6,900.00
Trash Removal	3,500.00	3,600.00	3,700.00	3,800.00	3,900.00	4,000.00	4,100.00	4,200.00	4,300.00	4,400.00	4,500.00	5,000.00	49,000.00
Security Contract	-	-	-	-	-	-	-	-	-	-	-	-	-
HVAC Contract	-	-	-	-	-	-	-	-	-	-	-	-	-
HVAC Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
HVAC Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Plumbing Maint. & Repairs	1,200.00	1,200.00	1,200.00	1,300.00	1,300.00	1,300.00	1,400.00	1,400.00	1,400.00	1,500.00	1,500.00	1,500.00	16,200.00
Electrical Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Electrical Repairs	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	14,500.00
Painting & Decorating	-	-	-	-	-	-	-	-	-	-	-	-	-
Elevator Contract	-	-	-	-	-	-	-	-	-	-	-	-	-
Elevator Repair	-	-	-	-	-	-	-	-	-	-	-	-	-
Elevator License	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	29,300.00
Irrigation Repairs & Maint.	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Landscaping	-	-	-	-	-	-	-	-	-	-	-	-	-
Parking Lot Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Roof Repairs & Maint.	-	-	-	-	-	-	-	-	-	-	-	-	-
Fire Protection Contract	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	-
Fire/Life Safety	-	-	-	-	-	-	-	-	-	-	-	-	1,500.00
Carpet & Flooring	-	-	-	-	-	-	-	-	-	-	-	-	-
Exterior Repairs & Maint.	-	-	-	-	-	-	-	-	-	-	-	-	-
Keys & Locks	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00
Tools & Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Repairs & Maint.	-	-	-	-	-	-	-	-	-	-	-	-	-
Business License	-	-	-	-	-	-	-	-	-	-	-	-	-
Indoor Plant Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Music	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Repairs &amp; Maintenance</b>	<b>\$ 11,650.00</b>	<b>\$ 11,750.00</b>	<b>\$ 11,950.00</b>	<b>\$ 12,150.00</b>	<b>\$ 12,350.00</b>	<b>\$ 12,450.00</b>	<b>\$ 12,800.00</b>	<b>\$ 17,000.00</b>	<b>\$ 13,700.00</b>	<b>\$ 13,900.00</b>	<b>\$ 15,600.00</b>	<b>\$ 14,600.00</b>	<b>\$ 141,900.00</b>
Property Insurance	\$ 32,500.00	\$ 33,500.00	\$ 34,500.00	\$ 35,500.00	\$ 45,500.00	\$ 55,500.00	\$ 57,100.00	\$ 58,815.00	\$ 60,500.00	\$ 62,315.00	\$ 64,185.00	\$ 66,110.00	\$ 606,025.00
Real Estate Taxes	89,074.00	90,040.00	92,741.00	95,524.00	98,389.00	101,341.00	104,381.00	107,513.00	110,738.00	114,060.00	117,481.00	121,005.00	1,242,287.00
Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Taxes &amp; Insurance:</b>	<b>\$ 121,574.00</b>	<b>\$ 123,540.00</b>	<b>\$ 127,241.00</b>	<b>\$ 131,024.00</b>	<b>\$ 143,889.00</b>	<b>\$ 156,841.00</b>	<b>\$ 161,481.00</b>	<b>\$ 165,328.00</b>	<b>\$ 171,238.00</b>	<b>\$ 176,375.00</b>	<b>\$ 181,666.00</b>	<b>\$ 187,115.00</b>	<b>\$ 1,848,312.00</b>

331 Pennsylvania  
2024-2036 Budget  
Summary

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Total
	Total												
<b>TOTAL OPERATING EXPENSES:</b>	\$ 150,724.00	\$ 153,340.00	\$ 157,791.00	\$ 162,274.00	\$ 175,839.00	\$ 189,591.00	\$ 194,981.00	\$ 204,728.00	\$ 206,138.00	\$ 212,175.00	\$ 219,886.00	\$ 225,015.00	\$ 2,234,562.00
<b>NET INCOME FROM OPERATIONS:</b>	\$ 317,876.00	\$ 326,885.00	\$ 334,349.00	\$ 342,079.00	\$ 340,932.00	\$ 340,111.00	\$ 347,873.00	\$ 351,807.00	\$ 364,015.00	\$ 372,141.00	\$ 378,987.00	\$ 388,698.00	\$ 4,183,833.00

331 Pennsylvania  
2024-2036 Budget  
Summary

	2025 Total	2026 Total	2027 Total	2028 Total	2029 Total	2030 Total	2031 Total	2032 Total	2033 Total	2034 Total	2035 Total	2036 Total	2037 Total
<b>Non-Recoverable</b>													
Non-Recov. Repairs & Maint.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal	-	-	-	-	-	-	-	-	-	-	-	-	-
Audit & Tax	-	-	-	-	-	-	-	-	-	-	-	-	-
Property Tax Consultant	-	-	-	-	-	-	-	-	-	-	-	-	-
Space Planning	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Advertising & Promotion	-	-	-	-	-	-	-	-	-	-	-	-	-
Ground Lease Payments	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Non-Recoverable</b>	<b>\$ -</b>												
<b>NET OPERATING INCOME</b>	<b>\$ 317,876.00</b>	<b>\$ 326,885.00</b>	<b>\$ 334,349.00</b>	<b>\$ 342,079.00</b>	<b>\$ 340,932.00</b>	<b>\$ 340,111.00</b>	<b>\$ 347,873.00</b>	<b>\$ 351,607.00</b>	<b>\$ 364,015.00</b>	<b>\$ 372,141.00</b>	<b>\$ 378,987.00</b>	<b>\$ 388,696.00</b>	<b>\$ 4,183,933.00</b>
<b>Capital</b>													
Building Improvements	\$ 5,000.00	\$ 6,000.00	\$ 7,000.00	\$ 8,000.00	\$ 9,000.00	\$ 10,000.00	\$ 11,000.00	\$ 12,000.00	\$ 13,000.00	\$ 14,000.00	\$ 15,000.00	\$ 16,000.00	\$ 126,000.00
Tenant Improvements	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	\$ 60,000.00
Constructions Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Leasing Commissions	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
<b>Total Capital:</b>	<b>\$ 10,000.00</b>	<b>\$ 11,000.00</b>	<b>\$ 12,000.00</b>	<b>\$ 13,000.00</b>	<b>\$ 14,000.00</b>	<b>\$ 15,000.00</b>	<b>\$ 16,000.00</b>	<b>\$ 17,000.00</b>	<b>\$ 18,000.00</b>	<b>\$ 19,000.00</b>	<b>\$ 20,000.00</b>	<b>\$ 21,000.00</b>	<b>\$ 186,000.00</b>
<b>Debt Service</b>													
Principal	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 1,200,000.00
Interest	172,000.00	172,000.00	172,000.00	172,000.00	172,000.00	172,000.00	172,000.00	172,000.00	172,000.00	172,000.00	172,000.00	172,000.00	\$ 2,064,000.00
Replacement Reserve	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
<b>Total Debt Service</b>	<b>\$ 272,000.00</b>	<b>\$ 3,264,000.00</b>											
<b>NET INCOME AFTER DEBT &amp; CAPITAL:</b>	<b>\$ 35,876.00</b>	<b>\$ 43,885.00</b>	<b>\$ 50,349.00</b>	<b>\$ 57,079.00</b>	<b>\$ 54,932.00</b>	<b>\$ 53,111.00</b>	<b>\$ 59,873.00</b>	<b>\$ 62,607.00</b>	<b>\$ 74,015.00</b>	<b>\$ 81,141.00</b>	<b>\$ 86,987.00</b>	<b>\$ 95,698.00</b>	<b>\$ 733,933.00</b>

## Signature and Notary Acknowledgement Form

By signing below, I/we acknowledge that I/we am/are the owner(s) of the structure referenced above and by applying for exemption from the limitations certify, under the penalty of perjury, that the information attached and provided is accurate. Attach notary acknowledgement.

SERGIO J. NIBBI

Name (Print)

MARCH 28, 2025

Date

Signature

Lawrence Nibbi

Name (Print)

3-28-25

Date

Signature

Name (Print)

Date

Signature

## Public Information Release

Please read the following statements and check each to indicate that you agree with the statement. Then sign below in the space provided.

I understand that submitted documents will become public records under the California Public Records Act, and that these documents will be made available upon request to members of the public for inspection and copying.

I acknowledge that all photographs and images submitted as part of the application may be used by the City without compensation.

SERGIO J. NIBBI

Name (Print)

MARCH 28, 2025

Date

Signature

## Public Information Release

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Please read the following statements and check each to indicate that you agree with the statement. Then sign below in the space provided.

I understand that submitted documents will become public records under the California Public Records Act, and that these documents will be made available upon request to members of the public for inspection and copying.

I acknowledge that all photographs and images submitted as part of the application may be used by the City without compensation.

Lawrence Nibbi

Name (Print)

3-28-25

Date

Lawrence Nibbi

Signature



Recording Requested by, and  
when recorded, send notice to:  
Shannon Ferguson  
49 South Van Ness Avenue, Suite 1400  
San Francisco, CA 94103

## **CALIFORNIA MILLS ACT HISTORIC PROPERTY AGREEMENT**

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Nibello LLC ("Owners").

### **RECITALS**

Owners are the owners of the property located at 331 Pennsylvania Avenue, in San Francisco, California (Block 4040, Lots 034, 035, 036, 037, 038, 039, 040), as more particularly described in Exhibit C attached hereto. The building located at 331 Pennsylvania Avenue is listed on the National Register of Historic Places, and is also known as the "Historic Property". The Historic Property is a Qualified Historic Property, as defined under California Government Code Section 50280.1.

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost two hundred thirty eight thousand and two hundred eighty five dollars (\$400,000.00). (See Rehabilitation Plan, Exhibit A.) Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately three thousand eight hundred dollars (\$15,000) annually (See Maintenance Plan, Exhibit B).

The State of California has adopted the "Mills Act" (California Government Code Sections 50280-50290, and California Revenue & Taxation Code, Article 1.9 [Section 439 et seq.]) authorizing local governments to enter into agreements with property Owners to reduce their property taxes, or to prevent increases in their property taxes, in return for improvement to and maintenance of historic properties. The City has adopted enabling legislation, San Francisco Administrative Code Chapter 71, authorizing it to participate in the Mills Act program.

Owners desire to enter into a Mills Act Agreement (also referred to as a "Historic Property Agreement") with the City to help mitigate anticipated expenditures to restore and maintain the Historic Property. The City is willing to enter into such Agreement to mitigate these expenditures and to induce Owners to restore and maintain the Historic Property in excellent condition in the future.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, the parties hereto do agree as follows:

1. Application of Mills Act. The benefits, privileges, restrictions and obligations provided for in the Mills Act shall be applied to the Historic Property during the time that this Agreement is in effect commencing from the date of recordation of this Agreement.

2. Rehabilitation of the Historic Property. Owners shall undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and requirements. Such standards and requirements shall include, but not be limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10. The Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than six (6) months after recordation of this Agreement, shall commence the work within six (6) months of receipt of necessary permits, and shall complete the work within three (3) years from the date of receipt of permits. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. Work shall be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work shall result in cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein.

3. Maintenance. Owners shall maintain the Historic Property during the time this Agreement is in effect in accordance with the standards for maintenance set forth in Exhibit B ("Maintenance Plan"), the Secretary's Standards; the OHP Rules and Regulations; the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10.

4. Damage. Should the Historic Property incur damage from any cause whatsoever, which damages fifty percent (50%) or less of the Historic Property, Owners shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owners shall commence the repair work within thirty (30) days of incurring the damage and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work shall comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 herein. In the case of damage to twenty percent (20%) or more of the Historic Property due to a catastrophic event, such as an earthquake, or in the case of damage from any cause whatsoever that destroys more than fifty percent (50%) of the Historic Property, the City and Owners may mutually agree to terminate this Agreement. Upon such termination, Owners shall not be obligated to pay the cancellation fee set forth in Paragraph 13 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners shall

pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

5. Insurance. Owners shall secure adequate property insurance to meet Owners' repair and replacement obligations under this Agreement and shall submit evidence of such insurance to the City upon request.

6. Inspections and Compliance Monitoring. Prior to entering into this Agreement and every five years thereafter, and upon seventy-two (72) hours advance notice, Owners shall permit any representative of the City, the Office of Historic Preservation of the California Department of Parks and Recreation, or the State Board of Equalization, to inspect of the interior and exterior of the Historic Property, to determine Owners' compliance with this Agreement. Throughout the duration of this Agreement, Owners shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement, as requested by any of the above-referenced representatives.

7. Term. This Agreement shall be effective upon the date of its recordation and shall be in effect for a term of ten years from such date ("Term"). As provided in Government Code section 50282, one year shall be added automatically to the Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 9 herein.

8. Valuation. Pursuant to Section 439.4 of the California Revenue and Taxation Code, as amended from time to time, this Agreement must have been signed, accepted and recorded on or before the lien date (January 1) for a fiscal year (the following July 1-June 30) for the Historic Property to be valued under the taxation provisions of the Mills Act for that fiscal year.

9. Notice of Nonrenewal. If in any year of this Agreement either the Owners or the City desire not to renew this Agreement, that party shall serve written notice on the other party in advance of the annual renewal date. Unless the Owners serves written notice to the City at least ninety (90) days prior to the date of renewal or the City serves written notice to the Owners sixty (60) days prior to the date of renewal, one year shall be automatically added to the Term of the Agreement. The Board of Supervisors shall make the City's determination that this Agreement shall not be renewed and shall send a notice of nonrenewal to the Owners. Upon receipt by the Owners of a notice of nonrenewal from the City, Owners may make a written protest. At any time prior to the renewal date, City may withdraw its notice of nonrenewal. If either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Agreement, as the case may be. Thereafter, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement, and based upon the Assessor's determination of the fair market value of the Historic Property as of expiration of this Agreement.

10. Payment of Fees. As provided for in Government Code Section 50281.1 and San Francisco Administrative Code Section 71.6, upon filing an application to enter into a Mills Act Agreement with the City, Owners shall pay the City the reasonable costs related to the preparation and approval of the Agreement. In addition, Owners shall pay the City for the actual costs of inspecting the Historic Property, as set forth in Paragraph 6 herein.

11. Default. An event of default under this Agreement may be any one of the following:

- (a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;
- (b) Owners' failure to maintain the Historic Property as set forth in Exhibit B, in accordance with the requirements of Paragraph 3 herein;

- (c) Owners' failure to repair any damage to the Historic Property in a timely manner, as provided in Paragraph 4 herein;
- (d) Owners' failure to allow any inspections or requests for information, as provided in Paragraph 6 herein;
- (e) Owners' failure to pay any fees requested by the City as provided in Paragraph 10 herein;
- (f) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 herein; or
- (g) Owners' failure to comply with any other provision of this Agreement.

An event of default shall result in Cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein, and payment of the Cancellation Fee and all property taxes due upon the Assessor's determination of the full value of the Historic Property as set forth in Paragraph 13 herein. In order to determine whether an event of default has occurred, the Board of Supervisors shall conduct a public hearing as set forth in Paragraph 12 herein prior to cancellation of this Agreement.

12. Cancellation. As provided for in Government Code Section 50284, City may initiate proceedings to cancel this Agreement if it makes a reasonable determination that Owners have breached any condition or covenant contained in this Agreement, has defaulted as provided in Paragraph 11 herein, or has allowed the Historic Property to deteriorate such that the safety and integrity of the Historic Property is threatened or it would no longer meet the standards for a Qualified Historic Property. In order to cancel this Agreement, City shall provide notice to the Owners and to the public and conduct a public hearing before the Board of Supervisors as provided for in Government Code Section 50285. The Board of Supervisors shall determine whether this Agreement should be cancelled.

13. Cancellation Fee. If the City cancels this Agreement as set forth in Paragraph 12 above, and as required by Government Code Section 50286, Owners shall pay a Cancellation Fee of twelve and one-half percent (12.5%) of the fair market value of the Historic Property at the time of cancellation. The City Assessor shall determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The Cancellation Fee shall be paid to the City Tax Collector at such time and in such manner as the City shall prescribe. As of the date of cancellation, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.

14. Enforcement of Agreement. In lieu of the above provision to cancel the Agreement, the City may bring an action to specifically enforce or to enjoin any breach of any condition or covenant of this Agreement. Should the City determine that the Owners has breached this Agreement, the City shall give the Owners written notice by registered or certified mail setting forth the grounds for the breach. If the Owners do not correct the breach, or do not undertake and diligently pursue corrective action to the reasonable satisfaction of the City within thirty (30) days from the date of receipt of the notice, then the City may, without further notice, initiate default procedures under this Agreement as set forth in Paragraph 12 and bring any action necessary to enforce the obligations of the Owners set forth in this Agreement. The City does not waive any claim of default by the Owners if it does not enforce or cancel this Agreement.

15. Indemnification. The Owners shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to

property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owners, their Agents or Invitees; (c) the condition of the Historic Property; (d) any construction or other work undertaken by Owners on the Historic Property; or (e) any claims by unit or interval Owners for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the City and all indemnified parties specified in this Paragraph and the City's cost of investigating any claim. In addition to Owners' obligation to indemnify City, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owners by City, and continues at all times thereafter. The Owners' obligations under this Paragraph shall survive termination of this Agreement.

16. Eminent Domain. In the event that a public agency acquires the Historic Property in whole or part by eminent domain or other similar action, this Agreement shall be cancelled and no cancellation fee imposed as provided by Government Code Section 50288.

17. Binding on Successors and Assigns. The covenants, benefits, restrictions, and obligations contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of all successors in interest and assigns of the Owners. Successors in interest and assigns shall have the same rights and obligations under this Agreement as the original Owners who entered into the Agreement.

18. Legal Fees. In the event that either the City or the Owners fail to perform any of their obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing party may recover all costs and expenses incurred in enforcing or establishing its rights hereunder, including reasonable attorneys' fees, in addition to court costs and any other relief ordered by a court of competent jurisdiction. Reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

19. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

20. Recordation. Within 20 days from the date of execution of this Agreement, the parties shall cause this Agreement to be recorded with the Office of the Recorder of the City and County of San Francisco. From and after the time of the recordation, this recorded Agreement shall impart notice to all persons of the parties' rights and obligations under the Agreement, as is afforded by the recording laws of this state.

21. Amendments. This Agreement may be amended in whole or in part only by a written recorded instrument executed by the parties hereto in the same manner as this Agreement.

22. No Implied Waiver. No failure by the City to insist on the strict performance of any obligation of the Owners under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.

23. Authority. If the Owners sign as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owners does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business

in California, that the Owners have full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of the Owners are authorized to do so.

24. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. Tropical Hardwood Ban. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

26. Charter Provisions. This Agreement is governed by and subject to the provisions of the Charter of the City.

27. Signatures. This Agreement may be signed and dated in parts

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY AND COUNTY OF SAN FRANCISCO:

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Joaquin Torres, Assessor-Recorder

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Sarah Dennis-Phillips, Director of Planning

APPROVED AS TO FORM:  
DAVID CHIU  
CITY ATTORNEY

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Peter Miljanich, Deputy City Attorney

OWNERS

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Owner

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Owner

OWNER(S)' SIGNATURE(S) MUST BE NOTARIZED.  
ATTACH PUBLIC NOTARY FORMS HERE.



1000 Brannan Street, Ste 102  
San Francisco, CA 94103  
Office: 415.863.1820  
Fax: 415.863.1150

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1. Roof: Inspect the roof every 5 years by a licensed contractor and repair as needed. If beyond repair, the roof will be replaced while keeping intact the historic features. An item that we recently discovered was that there is a low spot on the roof that needs to be addressed and leveled so that water does not accumulate in one area causing stress to the roof membrane.

*Estimate: New roof cost of \$325,000.*

2. Painting: Paint the exterior of the building every 5-10 years while focusing to showcase the exterior historic features and details; specifically the hospital crosses above the door frames, and the architecture features designed by Frederick H. Meyer and built in 1916. After review of the property, we noticed areas that will need to be inspected and painted yearly. This includes the black oil based trim paint along the railings as well as the casing trim around the exterior unit doors.

*Estimate: Painting \$75,000 every 5-10 years.*

3. Downspouts: Perform annual inspections of the downspouts and replace as needed to maintain proper water removal and when replaced, to ensure the historic features are not tampered with or changed.

*Estimate: New downspouts \$25,000.*

4. Exterior windows and doors: Annual inspections of all exterior windows and doors and replace or repair as needed when damage is discovered. When replaced, we will ensure that will not be altered to preserve the historic features.

*Estimate: \$7,500-\$20,000 per window replacement and \$2,500- \$4,000 per door replacement.*

5. Exterior siding and trim: Annual inspections of the exterior siding and historic trim. If any damages are found, repair or replacement will be completed to preserve the exteriors historic features.

*Estimate: \$5,000- \$10,000 for repairs and maintenance.*



**Office of the Assessor / Recorder - City and County of San Francisco  
Mills Act Valuation**



331 Pennsylvania Ave

**OFFICE OF THE ASSESSOR-RECORDER - CITY & COUNTY OF SAN FRANCISCO**  
**MILLS ACT VALUATION**

<b>APN:</b>	4040-026	<b>Valuation Date:</b>	7/1/2025
<b>Address:</b>	331 Pennsylvania Ave	<b>Application Date:</b>	NA
<b>SF Landmark No.:</b>	0	<b>Application Term:</b>	NA
<b>Applicant's Name:</b>	NIBELLO LLC		
<b>Agt./Tax Rep./Atty:</b>	None	<b>Last Sale Date:</b>	2/26/2014
<b>Fee Appraisal Provided:</b>	None	<b>Last Sale Price:</b>	\$2,700,000

FACTORIED BASE YEAR (Roll) VALUE		RESTRICTED INCOME APPROACH		SALES COMPARISON APPROACH	
Land	\$2,316,877	Land	\$1,497,899	Land	\$2,414,100
Imps.	\$5,325,620	Imps.	\$3,443,101	Imps.	\$ 5,549,100
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
<b>Total</b>	<b>\$7,642,497</b>	<b>Total</b>	<b>\$4,941,000</b>	<b>Total</b>	<b>\$ 7,963,200</b>

**Property Description**

<b>Property Type:</b>	Multi-Family Residential	<b>Year Built:</b>	1916	<b>Neighborhood:</b>	09-E Potrero Hill
<b>Type of Use:</b>	Apartment 5 to 1	<b>Total Rentable Area:</b>	8,840	<b>Land Area:</b>	9,997
<b>Owner-Occupied:</b>		<b>Stories:</b>	2	<b>Zoning:</b>	RH2
<b>Unit Types:</b>		<b>Parking Spaces:</b>	0		

**Total No. of Units:** 7

**Special Conditions (Where Applicable)**

This property has been renovated and rented out as of inspection date 05/26/2025 and is fully rented out as of valuation date 7/1/2025. The estimated comparable rents and sales are compared to subject's current condition as of 07/01/2025.

The date of valuation for this appraisal is July 1, 2025, but the first year of property tax savings for this property (assuming the approval of a Mills Act contract) will not begin until the January 1, 2026 lien date, which covers the 2026-27 Fiscal Year of July 1 2026 to June 30, 2027.

**Conclusions and Recommendations**

Remaining economic life (in years)	Per Unit	Per SF	Total
Factored Base Year Roll	\$ 1,091,785.29	\$ 864.54	\$ 7,642,497
Restricted Income Approach	\$ 705,857.14	\$ 558.94	\$ 4,941,000
Sales Comparison Approach	\$ 1,137,600.00	\$ 900.81	\$ 7,963,200
<b>Recommended Value (Lesser of the three approaches)</b>	<b>\$ 705,857</b>	<b>\$ 559</b>	<b>\$ 4,941,000</b>

**Appraiser:** G. Tech

**Principal Appraiser:** R. Spencer

**Valuation Date:** 8/29/2025

**SUBJECT PHOTOGRAPHS AND LOCATOR MAP**

**Address:** 331 Pennsylvania Ave

**APN:** 4040-026



**RESTRICTED INCOME APPROACH****Address:** 331 Pennsylvania Ave**Lien Date:** 7/1/2025

	<u>Monthly Rent</u>	<u>Annual Rent/SF</u>	
Potential Gross Income			
Unit 101	\$ 3,800.00		see rent roll
Unit 102	\$ 4,000.00		see rent roll
Unit 201	\$ 6,000.00		see rent roll
Unit 202	\$ 7,000.00		see rent roll
Unit 203	\$ 7,400.00		see rent roll
Unit 204	\$ 7,000.00		see rent roll
Unit 205	\$ 7,000.00		see rent roll
		\$45,600.00	
	x	\$48,000.00	
		\$72,000.00	
		\$84,000.00	
		\$88,800.00	
		\$84,000.00	
		\$84,000.00	
		\$506,400	
Less: Vacancy & Collection Loss		5%	<u>(\$25,320)</u>
Effective Gross Income			\$481,080
Less: Anticipated Operating Expenses (Pre-Property Tax)*	8,840	\$ 7.78	<u>\$68,775</u>
			see rent roll   see I&E
<b>Net Operating Income (Pre-Property Tax)</b>			<b>\$549,855</b>
<b>Restricted Capitalization Rate</b>			
2025 interest rate per State Board of Equalization		6.2500%	
Risk rate (4% owner occupied / 2% all other property types)		2.0000%	
2024 property tax rate **		1.1714%	
Amortization rate for improvements only			
Remaining economic life (in years)	41	0.0244	<u>1.7073%</u>
Improvements constitute % of total property value	70%		<u>11.1287%</u>
			completion 2021 now 2025 EL = 45 4
<b>RESTRICTED VALUE ESTIMATE</b>			<b>\$4,940,868</b>
<b>ROUNDED</b>			<b>\$4,941,000</b>

Rent Roll



331 Pennsylvania Ave

**Rent Roll**  
As of 7/28/2025, NIBELLO LLC, Current leases, All units

Unit	Tenants	Lease Start	Square Footage	Roof Deck	Bed	Bath	Rent	Recurring Charges	Credits	Total	Deposits Held
Unit 101	Luke Abbaszadeh	12/1/2023	920	No	2	2	\$3,800.00	\$3,800.00	\$0.00	\$3,800.00	\$3,600.00
Unit 102	William Nix Natalia Amaya	1/1/2023	928	No	2	2	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00	\$4,000.00
Unit 201	Vinu Balagopal Pragya Mishra	3/15/2022	1,362	Yes	230 sf	3	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00	\$5,800.00
Unit 202	Raquel Jimenez Albertus Schepers	9/12/2021	1,360	Yes	705 sf	3	\$7,000.00	\$7,000.00	\$0.00	\$7,000.00	\$7,000.00
Unit 203	Will Healey Stephanie Kim	9/27/2021	1,387	Yes	452 sf	3	\$7,400.00	\$7,400.00	\$0.00	\$7,400.00	\$7,400.00
Unit 204	Maggie Wade	10/1/2024	1,493	Yes	271 sf	3	\$7,000.00	\$7,000.00	\$0.00	\$7,000.00	\$7,000.00
Unit 205	Dima and Yasarwi Kislovskiy	5/15/2024	1,390	Yes	876 sf	3	\$7,000.00	\$7,000.00	\$0.00	\$7,000.00	\$7,000.00
<b>Total for 331 Pennsylvania Ave</b>							<b>\$42,200.00</b>	<b>\$42,200.00</b>	<b>\$0.00</b>	<b>\$42,200.00</b>	<b>\$41,800.00</b>

8,840

Accept Rent Roll Rents

Sales Comps      Adjusted

Condo	Non Condo	TLCs are typically 10-20% cheaper than condos in San Francisco. This makes them an attractive entry point into a high-priced market for some buyers.	
\$ 994,000	\$ 894,600	90%	<a href="#">Source: AI Overview</a>
\$ 994,000	\$ 894,600	90%	
\$ 1,372,000	\$ 1,234,800	90%	
\$ 1,372,000	\$ 1,234,800	90%	
\$ 1,372,000	\$ 1,234,800	90%	
\$ 1,372,000	\$ 1,234,800	90%	
\$ 1,372,000	\$ 1,234,800	90%	
\$ 1,372,000	\$ 1,234,800	90%	

\$ 8,848,000 | \$ 7,963,200

see SFARMLS Sales tab

## Income & Expense

<b>Income</b>	<b>\$ 463,380.00</b>	<b>\$ 463,380.00</b>	<b>Rent Roll</b>
<b>Expense</b>			8,840
Administrative	\$ 700.00	\$ 700.00	\$ 0.08
Utilities	\$ 17,500.00	\$ 17,500.00	\$ 1.98
Repair & Maintenance	\$ 18,090.00	\$ 18,090.00	\$ 2.05
Property Insurance	\$ 32,500.00	\$ 32,500.00	\$ 3.68
Real Estate Taxes	\$ 89,074.78	\$ -	
Personal Property Taxes	\$ -	\$ 68,790.00	
<b>Net Income</b>	<b>\$ 305,515.22</b>	<b>\$ 394,590.00</b>	<b>\$ 7.78</b> USE

## (Residential)

Listing #	MLS Origin	Property Subtype	Type	Subtype Description	Status	Contractual Date	List/ Close \$	DOM	Street Number Name Direction	City	County	Area/District	Subdistrict	BD	BA	SqFt
424082091	SFAR	Condominium	CNDO	Attached	Closed	07/18/25	\$404,417	117	1300 22nd St #221	San Francisco	San Francisco	SF District 9	Potrero Hill	2	1 1 0	803
424028862	SFAR	Condominium	CNDO	Mid-Rise (4-8)	Closed	05/16/25	\$459,448	328	1300 22nd St #101	San Francisco	San Francisco	SF District 9	Potrero Hill	2	2 2 0	883
81981494	MLSL	Townhouse	TWNH	Attached	Closed	03/27/25	\$810,000	90	7 Fontinella Ter	San Francisco	San Francisco	SF District 9	Potrero Hill	3	1 1 0	1,109
425002967	SFAR	Condominium	CNDO	Luxury	Closed	07/25/25	\$925,000	82	451 Kansas St #518	San Francisco	San Francisco	SF District 9	Potrero Hill	2	2 2 0	
425004447	SFAR	Townhouse	TWNH	Semi-Attached	Closed	05/01/25	\$926,000	94	96 Caire Ter	San Francisco	San Francisco	SF District 9	Potrero Hill	2	2 1 1	956
425022362	SFAR	Condominium	CNDO	Luxury, Mid-Rise (4-	Closed	07/09/25	\$960,000	98	88 Arkansas St #528	San Francisco	San Francisco	SF District 9	Potrero Hill	2	2 2 0	829
425032212	SFAR	Condominium	CNDO	Attached	Closed	07/25/25	\$975,000	15	605 Carolina St	San Francisco	San Francisco	SF District 9	Potrero Hill	2	2 2 0	1,100
425027425	SFAR	Condominium	CNDO	Low-Rise (1-3)	Closed	06/20/25	\$995,000	39	2246 19th St	San Francisco	San Francisco	SF District 9	Potrero Hill	3	1 1 0	1,400
425014315	SFAR	Condominium	CNDO	Attached, Luxury	Closed	04/02/25	\$1,025,000	7	558 Wisconsin St	San Francisco	San Francisco	SF District 9	Potrero Hill	2	2 2 0	1,150
424072802	SFAR	Condominium	CNDO	Luxury, Mid-Rise (4- 8)	Closed	01/17/25	\$1,050,000	98	88 Arkansas St #511	San Francisco	San Francisco	SF District 9	Potrero Hill	2	2 2 0	851
425019308	SFAR	Condominium	CNDO	Attached, Low-Rise (1-3)	Closed	04/18/25	\$1,050,000	17	2008 22nd St	San Francisco	San Francisco	SF District 9	Potrero Hill	2	2 2 0	1,008
424060832	SFAR	Condominium	CNDO	Attached, Mid-Rise (4-8), Planned Unit Develop	Closed	02/03/25	\$1,055,000	32	451 Kansas St #466	San Francisco	San Francisco	SF District 9	Potrero Hill	2	2 2 0	936
425011295	SFAR	Tenancy in Common	TCLA	Flat, Full	Closed	06/10/25	\$1,075,000	55	489-495 Utah St #489	San Francisco	San Francisco	SF District 9	Potrero Hill	3	2 2 0	1,140
424073667	SFAR	Tenancy in Common	TCLA	Flat, Low-Rise (1-3)	Closed	01/07/25	\$1,100,000	45	1180 De Haro St #B	San Francisco	San Francisco	SF District 9	Potrero Hill	2	2 1 1	1,260
81996440	MLSL	Condominium	CNDO	Attached	Closed	06/13/25	\$1,100,000	42	999 Carolina St	San Francisco	San Francisco	SF District 9	Potrero Hill	3	2 2 0	1,605
425004706	SFAR	Condominium	CNDO	Mid-Rise (4-8)	Closed	04/22/25	\$1,155,000	50	1300 22nd St #313	San Francisco	San Francisco	SF District 9	Potrero Hill	2	2 2 0	
425016457	SFAR	Condominium	CNDO	Mid-Rise (4-8)	Closed	04/11/25	\$1,155,000	23	1300 22nd St #317	San Francisco	San Francisco	SF District 9	Potrero Hill	2	2 2 0	959
425030049	SFAR	Tenancy in Common	TCLA	Flat, Full	Closed	06/10/25	\$1,175,000	50	489-495 Utah St	San Francisco	San Francisco	SF District 9	Potrero Hill	3	3 3 0	1,465
425007426	SFAR	Condominium	CNDO	Semi-Attached	Closed	02/24/25	\$1,200,000	12	1320 De Haro St #101	San Francisco	San Francisco	SF District 9	Potrero Hill	3	3 3 0	1,830
425045085	SFAR	Condominium	CNDO	Semi-Attached	Closed	07/01/25	\$1,210,000	12	1322 De Haro St	San Francisco	San Francisco	SF District 9	Potrero Hill	3	3 3 0	1,950
425016361	SFAR	Condominium	CNDO	Flat, Low-Rise (1-3)	Closed	07/18/25	\$1,300,000	15	987 De Haro St #1	San Francisco	San Francisco	SF District 9	Potrero Hill	2	2 2 0	1,079
425027578	SFAR	Condominium	CNDO	Attached	Closed	05/27/25	\$1,350,000	7	251 Connecticut St	San Francisco	San Francisco	SF District 9	Potrero Hill	3	1 1 0	1,293
425031761	SFAR	Condominium	CNDO	Flat	Closed	05/16/25	\$1,370,000	7	263 Texas St	San Francisco	San Francisco	SF District 9	Potrero Hill	2	2 1 1	1,294
425023669	SFAR	Condominium	CNDO	Semi-Attached	Closed	04/22/25	\$1,375,000	21	707 San Bruno Ave	San Francisco	San Francisco	SF District 9	Potrero Hill	3	2 2 0	1,490
425025554	SFAR	Condominium	CNDO	Detached, Flat, Low- Rise (1-3)	Closed	04/23/25	\$1,395,000	8	648 Vermont St	San Francisco	San Francisco	SF District 9	Potrero Hill	3	1 1 0	1,245
425036790	SFAR	Condominium	CNDO	Mid-Rise (4-8)	Closed	06/10/25	\$1,471,000	26	25 Sierra St #W301	San Francisco	San Francisco	SF District 9	Potrero Hill	3	3 2 1	2,288
424070536	SFAR	Tenancy in Common	TCLA	Low-Rise (1- 3), Luxury	Closed	01/13/25	\$1,525,000		790 Arkansas St	San Francisco	San Francisco	SF District 9	Potrero Hill	3	3 3 0	1,930
424074133	SFAR	Tenancy in Common	TCLA	Luxury	Closed	01/10/25	\$1,550,000	66	1267 Rhode Island St	San Francisco	San Francisco	SF District 9	Potrero Hill	3	3 2 1	1,520
425016962	SFAR	Condominium	CNDO	Attached, Low-Rise (1-3)	Closed	03/24/25	\$1,600,000	0	460 Arkansas St	San Francisco	San Francisco	SF District 9	Potrero Hill	3	2 2 0	1,966
425046886	SFAR	Condominium	CNDO	Luxury	Closed	07/08/25	\$1,975,000	0	730 Vermont St #1	San Francisco	San Francisco	SF District 9	Potrero Hill	3	3 3 0	1,842
425007392	SFAR	Condominium	CNDO	Luxury	Closed	02/24/25	\$2,150,000	7	1725 20th St	San Francisco	San Francisco	SF District 9	Potrero Hill	3	3 3 0	1,905

Remaining economic life (in years)

List/ Close \$	Count
\$1,372,000	16
\$994,000	15

BD

3

2

## SFARMLS Leases

Listing #	MLS Origin	Property Subtype	Type	Subtype Description	Status	Contractual Date	List/ Close \$	Leasing Price	Street Number Name Direction	City	County	Area/District	BD	BA	BA	SqFt	Date Available
425048248	SFAR	Condominium	CNDO	Attached,Low-Rise (1-3)	Closed	06/24/25	\$4,950/mo	\$ 4,950 /mo	1089 De Haro St	San Francisco	San Francisco	SF District 9	2	2 (20	2   2   0	1,088	07/01/25
425014876	SFAR	Condominium	CNDO	Mid-Rise (4-8)	Closed	03/13/25	\$5,150/mo	\$ 5,150 /mo	888 7th St #LL23	San Francisco	San Francisco	SF District 9	3	3 (30	3   3   0	1,139	02/26/25
424083831	SFAR	Apartment	APMT	Attached,Flat,Luxury	Closed	02/01/25	\$4,500/mo	\$ 4,500 /mo	149 Arkansas St	San Francisco	San Francisco	SF District 9	2	2 (20	2   2   0	1,200	01/11/24
424047543	SFAR	Condominium	CNDO	Low-Rise (1-3)	Closed	08/10/24	\$4,195/mo	\$ 4,195 /mo	1089 De Haro St	San Francisco	San Francisco	SF District 9	2	2 (20	2   2   0	1,088	07/12/24
81973935	MLSL	Condominium	CNDO	Attached	Closed	07/30/24	\$4,300/mo	\$ 4,300 /mo	451 Kansas St #280	San Francisco	San Francisco	SF District 9	2	2 (20	2   2   0	980	07/20/24
81969322	MLSL	Condominium	CNDO	Attached	Closed	06/29/24	\$6,400/mo	\$ 6,400 /mo	426 Arkansas St #3	San Francisco	San Francisco	SF District 9	3	2 (20	2   2   0	1,350	06/12/24
424007737	SFAR	Condominium	CNDO	Flat	Closed	05/15/24	\$5,750/mo	\$ 5,750 /mo	429 Arkansas St	San Francisco	San Francisco	SF District 9	3	2 (20	2   2   0	1,807	03/01/24
424008234	SFAR	Condominium	CNDO	Mid-Rise (4-8)	Closed	04/18/24	\$3,195/mo	\$ 3,195 /mo	2225 23rd St #111	San Francisco	San Francisco	SF District 9	2	1 (10	1   1   0	836	02/17/24
424009448	SFAR	Townhouse	TWNH	Attached,Flat	Closed	03/21/24	\$5,250/mo	\$ 5,250 /mo	409 Pennsylvania Ave	San Francisco	San Francisco	SF District 9	3	2 (20	2   2   0	1,300	02/16/24
423927405	SFAR	Apartment	APMT	Flat	Closed	02/28/24	\$4,250/mo	\$ 4,250 /mo	1132 De Haro St	San Francisco	San Francisco	SF District 9	3	2 (20	2   2   0	1,200	12/20/23
81949645	MLSL	Condominium	CNDO	Attached	Closed	01/17/24	\$4,500/mo	\$ 4,500 /mo	370 Arkansas St	San Francisco	San Francisco	SF District 9	2	2 (20	2   2   0	1,004	12/15/23

**Leasing Price**

\$ 5,360	/mo
\$ 4,273	/mo

**BD**

3
2

## 2023 MILLS ACT APPLICATIONS

## ASSESSOR PRELIMINARY VALUATIONS

As of July 1, 2025

Upon recording of the Mills Act contract by December 31, 2025 the first year of the Mills Act Value will be for the 2026-2027 fiscal year

APN	Address	Property Type	Owner Occupied	Year Built	Square Feet	2023 Factored Base Year Value	Restricted Income Approach Value	Market Value	Taxable Mills Act Value	Reduction in Assessed Value	Percentage % Reduction From FBYV	2024 * Property Tax Rate	Estimated Property Taxes without Mills Act	Estimated Property Taxes with Mills Act	Estimated Property Tax Savings
4040-026	331 Pennsylvania	Condo Apartment	No	1916	8,200	\$7,642,497	\$4,941,000	\$7,963,200	\$4,941,000	(\$3,022,200)	-39.54%	1.1714%	\$93,281	\$57,879	(\$35,402)
0176-009	530 Jackson	Mixed-Used	No	1907	19,010	\$41,365,000	\$7,119,000	\$32,365,000	\$10,031,000	(\$22,334,000)	-59.40%	1.1714%	\$379,124	\$117,503	(\$261,620)
3731-094	1035 Howard	Industrial	No	1930	60,700	\$20,000,000	\$6,882,000	\$34,500,000	\$12,248,000	(\$22,252,000)	-64.19%	1.1714%	\$404,133	\$143,473	(\$260,660)

Remarks: (a) 2026 property tax rate will not be established until late September 2025. Estimated tax savings based upon prior year's 2024 tax rate.

(b) Historical property contract must be recorded by December 31, 2025

(c) Mills Act valuation becomes effective as of January 1, 2026 for the Fiscal year July 1, 2026 to June 30, 2027

(d) 530 Jackson and 1035 Howard have planned construction starting mid to late 2025. These constructions are assumed completed as of valuation date 07/01/2025



# HISTORIC PRESERVATION COMMISSION RESOLUTION NO. 1492

**HEARING DATE: OCTOBER 15, 2025**

**Record No.:** 2025-003698MLS  
**Project Address:** 331 Pennsylvania Avenue  
**Zoning:** RH-2 – Residential-House, Two Family  
**Height & Bulk:** 40-X Height and Bulk District  
**Historic Status:** National Register of Historic Places  
**Block/Lot:** 4040/034, 035, 036, 037, 038, 039, 040  
**Project Sponsor:** Nibbi Brothers General Contractors  
**Property Owner:** Nibello LLC  
**Staff Contact:** Shannon Ferguson – (628) 652-7354  
shannon.ferguson@sfgov.org

ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE DRAFT MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 331 Pennsylvania Street.

WHEREAS, The Mills Act, California Government Code Sections 50280 et seq. authorizes local governments to enter into contracts with owners of private historical property who assure the rehabilitation, restoration, preservation and maintenance of a qualified historical property; and

WHEREAS, In accordance with Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, the City and County of San Francisco may provide certain property tax reductions, such as those provided for in the Mills Act; and

WHEREAS, Ordinance No. 191-96 amended the San Francisco Administrative Code by adding Chapter 71, to implement the Mills Act locally; and

WHEREAS, The Planning Department has determined that the actions contemplated in this Resolution are categorically exempt from with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) under CEQA Guidelines Section 15331; and

WHEREAS, The existing building located at 331 Pennsylvania Avenue is listed on the National Register of Historic Places; and

WHEREAS, The Planning Department has reviewed the Mills Act Application, draft Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 331 Pennsylvania Avenue, which are contained in Case No. 2025-003698MLS. The Planning Department recommends approval of the draft Mills Act Historical Property Contract, Rehabilitation Program, and Maintenance Plan; and

WHEREAS, The Historic Preservation Commission (HPC) recognizes the historic building at 331 Pennsylvania Avenue as a qualified historical property, agrees with the Planning Department's recommendation, and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property; and

WHEREAS, At a duly noticed public hearing held on October 15, 2025, the HPC reviewed documents and correspondence and heard oral testimony on the Mills Act Application, Draft Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 331 Pennsylvania Avenue; now, therefore, be it

RESOLVED, That the HPC hereby recommends that the Board of Supervisors approve the Draft Mills Act Historical Property Contract, including the Rehabilitation Program (Exhibit A to the Contract) and Maintenance Plan (Exhibit B to the Contract), for the historic building located at 331 Pennsylvania Avenue, attached herein, and fully incorporated by this reference; and be it

FURTHER RESOLVED, That the HPC hereby directs its Commission Secretary to transmit this Resolution, the Draft Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for 331 Pennsylvania Avenue, and other pertinent materials in the case file 2025-003698MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 15, 2025.



Jonas P. Ionin  
Commissions Secretary

AYES: Cox, Tsern Strang, Baroni, Baldauf, Vergara, Foley, Matsuda

NOES: None

ABSENT: None

ADOPTED: October 15, 2025

## EXHIBITS A & B

Mills Act Historical Property Contract, including the Rehabilitation Program (Exhibit A), and Maintenance Plan (Exhibit B) for the historic building located at 331 Pennsylvania Avenue.



1000 Brannan Street, Ste 102  
San Francisco, CA 94103  
Office: 415.863.1820  
Fax: 415.863.1150

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1. Roof: Inspect the roof every 5 years by a licensed contractor and repair as needed. If beyond repair, the roof will be replaced while keeping intact the historic features. An item that we recently discovered was that there is a low spot on the roof that needs to be addressed and leveled so that water does not accumulate in one area causing stress to the roof membrane.

*Estimate: New roof cost of \$325,000.*

2. Painting: Paint the exterior of the building every 5-10 years while focusing to showcase the exterior historic features and details; specifically the hospital crosses above the door frames, and the architecture features designed by Frederick H. Meyer and built in 1916. After review of the property, we noticed areas that will need to be inspected and painted yearly. This includes the black oil based trim paint along the railings as well as the casing trim around the exterior unit doors.

*Estimate: Painting \$75,000 every 5-10 years.*

3. Downspouts: Perform annual inspections of the downspouts and replace as needed to maintain proper water removal and when replaced, to ensure the historic features are not tampered with or changed.

*Estimate: New downspouts \$25,000.*

4. Exterior windows and doors: Annual inspections of all exterior windows and doors and replace or repair as needed when damage is discovered. When replaced, we will ensure that will not be altered to preserve the historic features.

*Estimate: \$7,500-\$20,000 per window replacement and \$2,500- \$4,000 per door replacement.*

5. Exterior siding and trim: Annual inspections of the exterior siding and historic trim. If any damages are found, repair or replacement will be completed to preserve the exteriors historic features.

*Estimate: \$5,000- \$10,000 for repairs and maintenance.*

Recording Requested by, and  
when recorded, send notice to:  
Shannon Ferguson  
49 South Van Ness Avenue, Suite 1400  
San Francisco, CA 94103

## **CALIFORNIA MILLS ACT HISTORIC PROPERTY AGREEMENT**

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Nibello LLC ("Owners").

### **RECITALS**

Owners are the owners of the property located at 331 Pennsylvania Avenue, in San Francisco, California (Block 4040, Lots 034, 035, 036, 037, 038, 039, 040), as more particularly described in Exhibit C attached hereto. The building located at 331 Pennsylvania Avenue is listed on the National Register of Historic Places, and is also known as the "Historic Property". The Historic Property is a Qualified Historic Property, as defined under California Government Code Section 50280.1.

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost two hundred thirty eight thousand and two hundred eighty five dollars (\$400,000.00). (See Rehabilitation Plan, Exhibit A.) Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately three thousand eight hundred dollars (\$15,000) annually (See Maintenance Plan, Exhibit B).

The State of California has adopted the "Mills Act" (California Government Code Sections 50280-50290, and California Revenue & Taxation Code, Article 1.9 [Section 439 et seq.]) authorizing local governments to enter into agreements with property Owners to reduce their property taxes, or to prevent increases in their property taxes, in return for improvement to and maintenance of historic properties. The City has adopted enabling legislation, San Francisco Administrative Code Chapter 71, authorizing it to participate in the Mills Act program.

Owners desire to enter into a Mills Act Agreement (also referred to as a "Historic Property Agreement") with the City to help mitigate anticipated expenditures to restore and maintain the Historic Property. The City is willing to enter into such Agreement to mitigate these expenditures and to induce Owners to restore and maintain the Historic Property in excellent condition in the future.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, the parties hereto do agree as follows:

1. Application of Mills Act. The benefits, privileges, restrictions and obligations provided for in the Mills Act shall be applied to the Historic Property during the time that this Agreement is in effect commencing from the date of recordation of this Agreement.

2. Rehabilitation of the Historic Property. Owners shall undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and requirements. Such standards and requirements shall include, but not be limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10. The Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than six (6) months after recordation of this Agreement, shall commence the work within six (6) months of receipt of necessary permits, and shall complete the work within three (3) years from the date of receipt of permits. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. Work shall be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work shall result in cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein.

3. Maintenance. Owners shall maintain the Historic Property during the time this Agreement is in effect in accordance with the standards for maintenance set forth in Exhibit B ("Maintenance Plan"), the Secretary's Standards; the OHP Rules and Regulations; the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10.

4. Damage. Should the Historic Property incur damage from any cause whatsoever, which damages fifty percent (50%) or less of the Historic Property, Owners shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owners shall commence the repair work within thirty (30) days of incurring the damage and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work shall comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 herein. In the case of damage to twenty percent (20%) or more of the Historic Property due to a catastrophic event, such as an earthquake, or in the case of damage from any cause whatsoever that destroys more than fifty percent (50%) of the Historic Property, the City and Owners may mutually agree to terminate this Agreement. Upon such termination, Owners shall not be obligated to pay the cancellation fee set forth in Paragraph 13 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners shall

pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

5. Insurance. Owners shall secure adequate property insurance to meet Owners' repair and replacement obligations under this Agreement and shall submit evidence of such insurance to the City upon request.

6. Inspections and Compliance Monitoring. Prior to entering into this Agreement and every five years thereafter, and upon seventy-two (72) hours advance notice, Owners shall permit any representative of the City, the Office of Historic Preservation of the California Department of Parks and Recreation, or the State Board of Equalization, to inspect of the interior and exterior of the Historic Property, to determine Owners' compliance with this Agreement. Throughout the duration of this Agreement, Owners shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement, as requested by any of the above-referenced representatives.

7. Term. This Agreement shall be effective upon the date of its recordation and shall be in effect for a term of ten years from such date ("Term"). As provided in Government Code section 50282, one year shall be added automatically to the Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 9 herein.

8. Valuation. Pursuant to Section 439.4 of the California Revenue and Taxation Code, as amended from time to time, this Agreement must have been signed, accepted and recorded on or before the lien date (January 1) for a fiscal year (the following July 1-June 30) for the Historic Property to be valued under the taxation provisions of the Mills Act for that fiscal year.

9. Notice of Nonrenewal. If in any year of this Agreement either the Owners or the City desire not to renew this Agreement, that party shall serve written notice on the other party in advance of the annual renewal date. Unless the Owners serves written notice to the City at least ninety (90) days prior to the date of renewal or the City serves written notice to the Owners sixty (60) days prior to the date of renewal, one year shall be automatically added to the Term of the Agreement. The Board of Supervisors shall make the City's determination that this Agreement shall not be renewed and shall send a notice of nonrenewal to the Owners. Upon receipt by the Owners of a notice of nonrenewal from the City, Owners may make a written protest. At any time prior to the renewal date, City may withdraw its notice of nonrenewal. If either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Agreement, as the case may be. Thereafter, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement, and based upon the Assessor's determination of the fair market value of the Historic Property as of expiration of this Agreement.

10. Payment of Fees. As provided for in Government Code Section 50281.1 and San Francisco Administrative Code Section 71.6, upon filing an application to enter into a Mills Act Agreement with the City, Owners shall pay the City the reasonable costs related to the preparation and approval of the Agreement. In addition, Owners shall pay the City for the actual costs of inspecting the Historic Property, as set forth in Paragraph 6 herein.

11. Default. An event of default under this Agreement may be any one of the following:

- (a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;
- (b) Owners' failure to maintain the Historic Property as set forth in Exhibit B, in accordance with the requirements of Paragraph 3 herein;

- (c) Owners' failure to repair any damage to the Historic Property in a timely manner, as provided in Paragraph 4 herein;
- (d) Owners' failure to allow any inspections or requests for information, as provided in Paragraph 6 herein;
- (e) Owners' failure to pay any fees requested by the City as provided in Paragraph 10 herein;
- (f) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 herein; or
- (g) Owners' failure to comply with any other provision of this Agreement.

An event of default shall result in Cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein, and payment of the Cancellation Fee and all property taxes due upon the Assessor's determination of the full value of the Historic Property as set forth in Paragraph 13 herein. In order to determine whether an event of default has occurred, the Board of Supervisors shall conduct a public hearing as set forth in Paragraph 12 herein prior to cancellation of this Agreement.

12. Cancellation. As provided for in Government Code Section 50284, City may initiate proceedings to cancel this Agreement if it makes a reasonable determination that Owners have breached any condition or covenant contained in this Agreement, has defaulted as provided in Paragraph 11 herein, or has allowed the Historic Property to deteriorate such that the safety and integrity of the Historic Property is threatened or it would no longer meet the standards for a Qualified Historic Property. In order to cancel this Agreement, City shall provide notice to the Owners and to the public and conduct a public hearing before the Board of Supervisors as provided for in Government Code Section 50285. The Board of Supervisors shall determine whether this Agreement should be cancelled.

13. Cancellation Fee. If the City cancels this Agreement as set forth in Paragraph 12 above, and as required by Government Code Section 50286, Owners shall pay a Cancellation Fee of twelve and one-half percent (12.5%) of the fair market value of the Historic Property at the time of cancellation. The City Assessor shall determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The Cancellation Fee shall be paid to the City Tax Collector at such time and in such manner as the City shall prescribe. As of the date of cancellation, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.

14. Enforcement of Agreement. In lieu of the above provision to cancel the Agreement, the City may bring an action to specifically enforce or to enjoin any breach of any condition or covenant of this Agreement. Should the City determine that the Owners has breached this Agreement, the City shall give the Owners written notice by registered or certified mail setting forth the grounds for the breach. If the Owners do not correct the breach, or do not undertake and diligently pursue corrective action to the reasonable satisfaction of the City within thirty (30) days from the date of receipt of the notice, then the City may, without further notice, initiate default procedures under this Agreement as set forth in Paragraph 12 and bring any action necessary to enforce the obligations of the Owners set forth in this Agreement. The City does not waive any claim of default by the Owners if it does not enforce or cancel this Agreement.

15. Indemnification. The Owners shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to

property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owners, their Agents or Invitees; (c) the condition of the Historic Property; (d) any construction or other work undertaken by Owners on the Historic Property; or (e) any claims by unit or interval Owners for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the City and all indemnified parties specified in this Paragraph and the City's cost of investigating any claim. In addition to Owners' obligation to indemnify City, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owners by City, and continues at all times thereafter. The Owners' obligations under this Paragraph shall survive termination of this Agreement.

16. Eminent Domain. In the event that a public agency acquires the Historic Property in whole or part by eminent domain or other similar action, this Agreement shall be cancelled and no cancellation fee imposed as provided by Government Code Section 50288.

17. Binding on Successors and Assigns. The covenants, benefits, restrictions, and obligations contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of all successors in interest and assigns of the Owners. Successors in interest and assigns shall have the same rights and obligations under this Agreement as the original Owners who entered into the Agreement.

18. Legal Fees. In the event that either the City or the Owners fail to perform any of their obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing party may recover all costs and expenses incurred in enforcing or establishing its rights hereunder, including reasonable attorneys' fees, in addition to court costs and any other relief ordered by a court of competent jurisdiction. Reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

19. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

20. Recordation. Within 20 days from the date of execution of this Agreement, the parties shall cause this Agreement to be recorded with the Office of the Recorder of the City and County of San Francisco. From and after the time of the recordation, this recorded Agreement shall impart notice to all persons of the parties' rights and obligations under the Agreement, as is afforded by the recording laws of this state.

21. Amendments. This Agreement may be amended in whole or in part only by a written recorded instrument executed by the parties hereto in the same manner as this Agreement.

22. No Implied Waiver. No failure by the City to insist on the strict performance of any obligation of the Owners under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.

23. Authority. If the Owners sign as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owners does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business

in California, that the Owners have full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of the Owners are authorized to do so.

24. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. Tropical Hardwood Ban. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

26. Charter Provisions. This Agreement is governed by and subject to the provisions of the Charter of the City.

27. Signatures. This Agreement may be signed and dated in parts

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY AND COUNTY OF SAN FRANCISCO:

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Joaquin Torres, Assessor-Recorder

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Sarah Dennis-Phillips, Director of Planning

APPROVED AS TO FORM:  
DAVID CHIU  
CITY ATTORNEY

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Peter Miljanich, Deputy City Attorney

OWNERS

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Owner

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Owner

OWNER(S)' SIGNATURE(S) MUST BE NOTARIZED.  
ATTACH PUBLIC NOTARY FORMS HERE.



# 2025 MILLS ACT HISTORICAL PROPERTY CONTRACTS EXECUTIVE SUMMARY

**HEARING DATE: OCTOBER 15, 2025**

**Record No.:** 2025-003698MLS  
**Project Address:** 331 Pennsylvania Avenue  
**Historic District:** National Register of Historic Places  
**Zoning:** RH-2 – Residential-House, Two Family Zoning District, 40-X Height and Bulk District  
**Block/Lot:** 4040/034, 035, 036, 037, 038, 039, 040  
**Project Sponsor:** Nibbi Brothers General Contractors  
**Property Owner:** Nibello LLC

**Record No.:** 2025-003876MLS  
**Project Address:** 530 Jackson Street  
**Historic District:** Article 10 Jackson Square Historic District  
**Zoning:** C-2 Community Business, 65-A Height and Bulk District  
**Block/Lot:** 0176/009  
**Project Sponsor:** Michael McDonald  
**Property Owner:** SFCA Real Estate Holdings

**Record No.:** 2025-003728MLS  
**Project Address:** 1035 Howard Street  
**Historic District:** Article 11 Category II - Significant Building  
**Zoning:** MUG – Mixed Use-General, 65-X Height and Bulk District  
**Block/Lot:** 3731/094  
**Project Sponsor:** John Sweeney  
**Property Owner:** 1035 Howard LLC

**Staff Contact:** Shannon Ferguson - 628-652-7354  
[Shannon.Ferguson@sfgov.org](mailto:Shannon.Ferguson@sfgov.org)

## Property Description

331 Pennsylvania Avenue is listed on the National Register of Historic Places. It is located on the east side of Pennsylvania Avenue between 18<sup>th</sup> and 19<sup>th</sup> streets, Assessor's Block 4040, Lots 034, 035, 036, 037, 038, 039, 040.

The subject property is located within a RH-2 – Residential-House, Two Family Zoning District, 40-X Height and Bulk District. 331 Pennsylvania Avenue is a two-story over raised basement reinforced concrete, Renaissance Revival style former hospital building clad in stucco and capped with a flat roof. The former Union Iron Works Hospital was constructed in 1916 by Bethlehem Steel Company and designed by architect of merit Frederick H. Meyer. In 2021, the building was adaptively reused for 7 residential units which are currently rented.

**530 Jackson Street** is a contributor to the Jackson Square Historic District under Article 10 of the Planning Code. It is located on the north side of Jackson Street between Columbus Avenue and Montgomery Street, Assessor's Block 0176, Lot 009. The subject property is located within a C-2 – Community Business Zoning District and a 65-A Height and Bulk District. Constructed in 1907 and designed by the prolific local firm of Shea and Lofquist, 530 Jackson Street is a five-story, over basement, steel reinforced brick masonry and timber frame commercial building with Classical motifs. In 1998, the first story storefront was completely rebuilt to its present condition and a two-story, stucco clad addition was constructed on top of the building, set back from the south façade. The building has both commercial and residential uses and is currently vacant. Note that a violation pertaining to the Façade Ordinance was abated on September 3, 2025.

**1035 Howard Street** is a Category II – Significant Building under Article 11 of the Planning Code. It is located on the south side of Howard Street between Harriet and Russ Streets, Assessor's Block 3731, Block 094. The subject property is located within a MUG – Mixed Use-General Zoning District and a 65-X Height and Bulk District. Built in 1930, it is a 3-story, reinforced concrete, industrial building designed in the Art Deco style by architect A. C. Griewank. The building was originally constructed for the Eng-Skell Co., a flavoring extracts manufacturer, and housed a laboratory, manufacturing plant, warehouse, and office space until 2016 when the company closed. The building is currently vacant. Note that the subject property has an approved Major Permit to Alter (March 2025) to rehabilitate the building and convert it to commercial storage and is also seeking Federal Rehabilitation Tax Credits.

## Project Description

This project is for Mills Act Historical Property Contracts for 331 Pennsylvania Avenue, 530 Jackson Street, and 1035 Howard Street. Ordinance No. 191-96 amended the San Francisco Administrative Code by adding Chapter 71 to implement the California Mills Act, California Government Code Sections 50280 et seq (the Mills Act). The Mills Act authorizes local governments to enter into contracts with owners of a qualified historical property who will rehabilitate, restore, preserve, and maintain the property. As consideration for the rehabilitation, restoration, preservation and maintenance of the qualified historical property, the City and County of San Francisco may provide certain property tax reductions in accordance with Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

San Francisco contains many historic buildings that add to its character and international reputation. Many of these buildings have not been adequately maintained, may be structurally deficient, or may need rehabilitation. The costs of properly rehabilitating, restoring and preserving historic buildings may be prohibitive for property owners. Implementation of the Mills Act in San Francisco will make the benefits of the Mills Act available to many property owners.

The benefits of the Mills Act to the individual property owners as well as the historical value of the individual buildings proposed for historical property contracts must be balanced with the cost to the City and County of San Francisco of providing the property tax reductions set forth in the Mills Act.

## Eligibility

### QUALIFIED HISTORICAL PROPERTY

An owner, or an authorized agent of the owner, of a qualified historical property may apply for a historical property contract. For purposes of Chapter 71, "qualified historical property" means privately owned property that is not exempt from property taxation and that either has submitted a complete application for listing or designation, or has been listed or designated in one of the following ways on or before December 31 of the year before the application is made:

- (1) Individually listed in the National Register of Historic Places;
- (2) Listed as a contributor to an historic district included on the National Register of Historic Places;
- (3) Designated as a City landmark pursuant to San Francisco Planning Code Article 10;
- (4) Designated as contributory to a landmark district designated pursuant to San Francisco Planning Code Article 10; or
- (5) Designated as significant (Categories I or II) or contributory (Categories III or IV) to a conservation district designated pursuant to San Francisco Planning Code Article 11.

### LIMITATIONS ON ELIGIBILITY

Eligibility for historical property contracts is limited to sites, buildings, or structures with an assessed valuation as of December 31 of the year before the application is made of \$3,000,000 or less for single-family dwellings and \$5,000,000 or less for multi-unit residential, commercial, or industrial buildings, unless the individual property is granted an exemption from those limitations by the Board of Supervisors. For the purposes of this section, "assessed valuation" shall not include any portion of the value of the property that is already exempt from payment of property taxes.

### EXEMPTION FROM LIMITATIONS ON ELIGIBILITY

The Historic Preservation Commission may recommend that the Board of Supervisors grant an exemption from the limitations imposed by this section upon finding that:

- (1) The site, building, or structure is a particularly significant resource; and
- (2) Granting the exemption will assist in the preservation of a site, building, or structure that would otherwise be in danger of demolition, substantial alteration, or disrepair.

Properties applying for an exemption must provide evidence that it meets the exemption criteria, including a Historic Structure Report (HSR) to substantiate the exceptional circumstances for granting the exemption.

The Board of Supervisors may approve a historical property contract not otherwise meeting the eligibility requirements if it finds that the property is a qualified historical property that meets exemption criteria listed above and is especially deserving of a contract due to the exceptional nature of the property and other special circumstances.

## Application for Mills Act Historical Property Contract

### WHO MAY APPLY AND APPLICATION CONTENT

An owner, or an authorized agent of an owner, of a qualified historical property may submit an application for a historical property contract to the Planning Department on forms provided by the Planning Department. The property owner is required to provide, at a minimum, the address and location of the qualified historical property, evidence that the property is a qualified historical property and meets the valuation requirements of Chapter 71, the nature and cost of the rehabilitation, restoration or preservation work to be conducted on the property, financial information necessary for the Assessor-Recorder to conduct the valuation assessment under the Mills Act, including any information regarding income generated by the qualified historical property, and a plan for continued maintenance of the property. The Planning Department, the Historic Preservation Commission, or the Assessor-Recorder may require any further information necessary to make a recommendation on or conduct the valuation of the historical property contract.

### APPLICATION DEADLINES

The annual application deadline for a historical property contract is May 1. Application for a historical property contract may be submitted to the Planning Department between January 1 and May 1 of each year.

## Approval Process

### ASSESSOR-RECORDER REVIEW

Once an application has been received and found to be complete, the Planning Department refers the application for a historical property contract to the Assessor-Recorder for review and recommendation. Within 60 days of the receipt of a complete application, the Assessor-Recorder is required to provide to the Board of Supervisors and Historic Preservation Commission a report estimating the yearly property tax revenue to the City under the proposed Mills Act contract valuation method and under the standard method without the proposed Mills Act contract, and showing the difference in property tax assessments under the two valuation methods. If the Assessor-Recorder determines that the proposed rehabilitation includes substantial new construction or a change of use, or the valuation is otherwise complex the Assessor-Recorder may extend this period for up to an additional 60 days by providing written notice of the extension to the applicant, the Historic Preservation Commission, and the Board of Supervisors. Such notice shall state the basis for the extension. If the Assessor-Recorder fails to provide a report and recommendation within the time frames set forth here, the Historic Preservation Commission and Board of Supervisors may proceed with their actions without such report and recommendation.

### HISTORIC PRESERVATION COMMISSION REVIEW

The Historic Preservation Commission has the authority to recommend approval, disapproval, or modification of historical property contracts to the Board of Supervisors. For this purpose, the Historic Preservation Commission is required to hold a public hearing to review the application for the historical property contract and make a recommendation regarding whether the Board of Supervisors should approve, disapprove, or modify the historical property contract within 90 days of receipt of the Assessor-Recorder's report or within 90 days of the date the report should have been provided if none is received. The recommendation of the Historic Preservation Commission may include recommendations regarding the proposed rehabilitation, restoration, and preservation work, the historical value of the qualified historical property, and any proposed preservation

restrictions or maintenance requirements to be included in the historical property contract. The Planning Department forwards the application and the recommendation of the Historic Preservation Commission to approve or modify a historical property contract to the Board of Supervisors. Failure of the Historic Preservation Commission to act within the 90-day time limit constitutes a recommendation of disapproval, and the Planning Department is required to notify the property owner in writing of the Historic Preservation Commission's failure to act. If the Historic Preservation Commission recommends disapproval of the historical property contract, such decision is final unless the property owner files an appeal with the Clerk of the Board of Supervisors within 10 days of the final action of the Historic Preservation Commission or within 10 days of the Planning Department's notice of the Historic Preservation Commission's failure to act.

#### **BUDGET ANALYST REVIEW**

Upon receipt of the recommendation of the Historic Preservation Commission or upon receipt of a timely appeal, the Clerk of the Board of Supervisors is required to forward the application and Assessor-Recorder's report to the Budget Analyst, who, then prepares a report to the Board of Supervisors on the fiscal impact of the proposed historical property contract.

#### **BOARD OF SUPERVISORS DECISION**

The Board of Supervisors is required to conduct a public hearing to review the Historic Preservation Commission's recommendation, the Assessor-Recorder's report if provided, the Budget Analyst's report, and any other information the Board requires in order to determine whether the City should execute a historical property contract for a particular property. The Board of Supervisors has full discretion to determine whether it is in the public interest to enter into a historical property contract regarding a particular qualified historical property. The Board of Supervisors may approve, disapprove, or modify and approve the terms of the historical property contract. Upon approval, the Board of Supervisors authorizes the Director of Planning and the Assessor-Recorder to execute the historical property contract.

### **Terms of the Mills Act Historical Property Contract**

The historical property contract sets forth the agreement between the City and the property owner that as long as the property owner properly rehabilitates, restores, preserves and maintains the qualified historical property as set forth in the contract, the City shall comply with California Revenue and Taxation Code Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1, provided that the specific provisions of the Revenue and Taxation Code are applicable to the property in question. A historical property contract is required to contain, at a minimum, the following provisions:

- (1) The initial term of the contract, which shall be for a minimum period of 10 years;
- (2) The owner's commitment and obligation to preserve, rehabilitate, restore and maintain the property in accordance with the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation and the United States Secretary of the Interior's Standards for the Treatment of Historic Properties;
- (3) Permission to conduct periodic examinations of the interior and exterior of the qualified historical property by the Assessor-Recorder, the Department of Building Inspection, the Planning Department, the Office of Historic Preservation of the California Department of Parks and Recreation and the State Board of Equalization as may be necessary to determine the owner's compliance with the historical

property contract;

- (4) That the historical property contract is binding upon, and shall inure to the benefit of, all successors in interest of the owner;
- (5) An extension to the term of the contract so that one year is added automatically to the initial term of the contract on the anniversary date of the contract or such other annual date as specified in the contract unless notice of nonrenewal is given as provided in the Mills Act and in the historical property contract;
- (6) Agreement that the Board of Supervisors may cancel the contract, or seek enforcement of the contract, when the Board determines, based upon the recommendation of any one of the entities listed in Subsection (3) above, that the owner has breached the terms of the contract. The City shall comply with the requirements of the Mills Act for enforcement or cancellation of the historical property contract. Upon cancellation of the contract, the property owner shall pay a cancellation fee of 12.5 percent of the full value of the property at the time of cancellation (or such other amount authorized by the Mills Act), as determined by the Assessor-Recorder without regard to any restriction on such property imposed by the historical property contract; and
- (7) The property owner's indemnification of the City for, and agreement to hold the City harmless from, any claims arising from any use of the property.

The City and the qualified historical property owner shall comply with all provisions of the Mills Act, including amendments thereto. The Mills Act, as amended from time to time, shall apply to the historical property contract process and shall be deemed incorporated into each historical property contract entered into by the City.

The Planning Department shall maintain a standard form "Historical Property Contract" containing all required provisions specified by this section and state law. Any modifications to the City's standard form contract made by the applicant shall be subject to approval by the City Attorney prior to consideration by the Historic Preservation Commission and the Board of Supervisors.

## Priority Considerations

In addition, historic properties must meet one of the following priority consideration criteria in order to be given priority for a Mills Act Contract:

- Office to residential conversion
- Properties located in the C-3 Zoning District
- Located in a priority equity geography
- Multi-family housing
- Estimated cost of rehabilitation work exceeds \$200,000 for single family dwellings and \$500,000 for multi-unit residential, commercial, or industrial buildings.
- Recently Designated City Landmarks: properties that have been recently designated landmarks will be given priority consideration.
- Legacy Business: The project will preserve a property at which a business included in the Legacy Business Registry is located. This criterion will establish that the owner is committed to preserving the

property, including physical features that define the existing Legacy Business.

## Issues & Other Considerations

**331 Pennsylvania Avenue:** The subject property is listed on the National Register of Historic Places - and is thus a qualified historical property. The owner of the qualified historical property submitted an application for a historical property contract and a Historic Structure Report to the Department by the May 1, 2025 application deadline. The Assessor-Recorder estimated the property owner will receive an estimated \$35,402 in property tax savings in the first year as a result of the Mills Act Contract. Please refer to the attached Market Analysis and Income Approach Report and Preliminary Valuations spreadsheet prepared by the Assessor-Recorder for detailed information.

The subject property is currently valued by the Assessor's Office as over \$5,000,000 and required a Historic Structure Report (see attached) to substantiate the exceptional circumstances for granting an exemption from the limitations on eligibility. The property meets the requirements for granting an exemption from the limitations on eligibility as it is an exceptional example of architectural style.

As detailed in the application, the applicant proposes to rehabilitate and maintain the historic property. The proposed Rehabilitation Plan (Exhibit A) proposes to replace the roof and paint the exterior. The estimated cost of the proposed rehabilitation work is \$400,000. The proposed Maintenance Plan (Exhibit B) proposes to inspect and make any necessary repairs or in-kind replacement to windows, doors, exterior elevations, and downspouts on an annual basis and inspect and make any necessary repairs to the roof every five years. The estimated cost of maintenance work is \$15,000 annually. No changes to the use of the property are proposed. The Department has determined that the proposed work, as detailed in Exhibits A and B, will be in conformance with the Secretary of Interior's Standards for Rehabilitation. Please refer to the attached Rehabilitation and Maintenance Plan for a full description of the proposed work.

The subject property meets one of the one Priority Considerations: Multi-family housing. The proposed rehabilitation and maintenance will require associated costs to ensure the preservation of the subject property. The proposed rehabilitation and maintenance will preserve and enhance the integrity of the building.

**530 Jackson Street:** The subject property is a contributor to the Jackson Square Historic District under Article 10 of the Planning Code and is thus a qualified historical property. The owner of the qualified historical property submitted an application for a historical property contract and a Historic Structure Report to the Department by the May 1, 2025 application deadline. The Assessor-Recorder estimated the property owner will receive an estimated \$261,620 in property tax savings in the first year as a result of the Mills Act Contract. Please refer to the attached Market Analysis and Income Approach Report and Preliminary Valuations spreadsheet prepared by the Assessor-Recorder for detailed information.

The subject property is currently valued by the Assessor's Office as over \$5,000,000 and required a Historic Structure Report (see attached) to substantiate the exceptional circumstances for granting an exemption from the limitations on eligibility. The property meets the requirements for granting an exemption from the limitations on eligibility. The property is a particularly significant resource because it is an important contributing element Jackson Square Historic District as one of the earliest commercial buildings dating to the post-1906 earthquake

and fire recovery and the building embodies the characteristics of the district as a brick masonry building with Classical motifs. Granting the exemption will assist in the preservation and rehabilitation of a property that would otherwise be in danger of deterioration.

The Rehabilitation Plan (Exhibit A) proposes to rehabilitate wrought iron fire escape, waterproof the basement, repair the flashing, cornices, roof, windows, storefront, and repoint the brick masonry. The estimated cost of the proposed rehabilitation work is \$804,319. The proposed Maintenance Plan (Exhibit B) proposes to inspect and make any necessary repairs to the historic terra cotta facades, the wood framed windows, as well as the roofing and parapet walls on an annual basis. The estimated cost of maintenance work is \$19,530 annually. No changes to the use of the property are proposed. The Department has determined that the proposed work, as detailed in Exhibits A and B, will be in conformance with the *Secretary of Interior's Standards for Rehabilitation*. Please refer to the attached Rehabilitation and Maintenance Plan for a full description of the proposed work.

The subject property meets one of the five Priority Considerations: Investment. The proposed rehabilitation will require significant associated costs to ensure the preservation of the subject property. The property owner will invest additional money towards the rehabilitation other than for routine maintenance, including façade and window rehabilitation. Finally, the proposed rehabilitation project will preserve and enhance the integrity of the building and the historic district. Note

**1035 Howard Street:** The subject property is listed as a contributor to the Article 11 Category II - Significant Building and is thus a qualified historical property. The owner of the qualified historical property submitted an application for a historical property contract and a Historic Structure Report to the Department by the May 1, 2025 application deadline. The Assessor-Recorder estimated the property owner will receive an estimated \$260,660 in property tax savings in the first year as a result of the Mills Act Contract. Please refer to the attached Market Analysis and Income Approach Report and Preliminary Valuation spreadsheet prepared by the Assessor-Recorder for detailed information.

The subject property is currently valued by the Assessor's Office as over \$5,000,000 and required a Historic Structure Report (see attached) to substantiate the exceptional circumstances for granting an exemption from the limitations on eligibility. The property meets the requirements for granting an exemption from the limitations on eligibility. The property is a particularly significant resource because Art Deco is a less common style within San Francisco and seldom found to exemplify warehouses within the city, which makes the highly stylized and intact subject property quite rare and exceptional, and as home the Eng-Skell Company, a remarkably significant San Francisco-born business that became an industry leader in crushed fruits, toppings and fountain syrups, and retained its main operations in the city for over 100 years, at this specific site for approximately 85 years, strongly contributed to the local light industrial economy of the SoMa district from c. 1930-2016. Finally, granting the exemption will assist in the preservation and rehabilitation of a property that would otherwise be in danger of deterioration and abandonment.

As detailed in the application, the applicant proposes to rehabilitate and maintain the historic property. The proposed Rehabilitation Plan (Exhibit A) proposes to perform seismic upgrades, replace the roof, repair the parapet, retain and repair the hipped skylight, repair and restore the concrete elevations, repair windows, remove stucco infill panels at window openings at ground floor and replace with compatible glazing, repair the terra cotta tile at the bulkhead and column base, repair main entrance door, repair and repaint fire escapes, repair remaining interior Art Deco features, columns and walls, and demolish the boiler room due to life safety

concerns. The estimated cost of the proposed rehabilitation work is \$3,405,000. The proposed Maintenance Plan (Exhibit B) proposes to inspect and make any necessary repairs to roof, exterior elevations, windows, Art Deco features, doors, fire escapes, interior walls and columns on an annual basis. The estimated cost of maintenance work is \$75,000 annually. The subject property has an approved Major Permit to Alter for work listed above and to convert the building to commercial storage (approved March 2025). The property owner has also applied for Federal Rehabilitation Tax Credits. The Department has determined that the proposed work, as detailed in Exhibits A and B, will be in conformance with the Secretary of Interior's Standards for Rehabilitation. Please refer to the attached Rehabilitation and Maintenance Plan for a full description of the proposed work.

The subject property meets two of the five Priority Considerations: located in a Priority Equity Geography and Investment. The proposed rehabilitation will require significant associated costs to ensure the preservation of the subject property. The property owner will invest additional money towards the rehabilitation other than for routine maintenance, including structural upgrades. Finally, the proposed rehabilitation project will preserve and enhance the integrity of the building.

## Public/Neighborhood Input

The Department has received no inquiries from the public about the proposed project.

## Environmental Review Status

The Project is exempt from the California Environmental Quality Act ("CEQA") as a Class 31 categorical exemption as the proposed project is limited to maintenance, repair, stabilization, restoration, conservation, or reconstruction of the subject property in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

## Basis for Recommendation

The Department recommends **APPROVAL** of the Mills Act Historical Property Contracts for 331 Pennsylvania Avenue, 530 Jackson Street, and 1035 Howard Street as the applications meet the provisions of Chapter 71 of the Administration Code and the Priority Considerations. The proposed rehabilitation and maintenance work plans conform with the *Secretary of Interior's Standards for Rehabilitation*. Granting the Mills Act historical property contract will help the property owners mitigate rehabilitation expenditures and adequately maintain the properties in the future.

## Attachments

### Attachments

- Draft Resolution
- Exhibits A & B: Rehabilitation/Restoration & Maintenance plans
- Draft Mills Act Contract
- Draft Mills Act Valuation provided by the Assessor-Recorder's Office
- Maps and Context Photos
- Mills Act Application



# San Francisco Planning

49 South Van Ness Avenue, Suite 1400  
San Francisco, CA 94103  
628.652.7600  
[www.sfplanning.org](http://www.sfplanning.org)

November 3, 3025

Ms. Angela Calvillo  
Clerk of the Board of Supervisors  
City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102

**Re: Mills Act Historical Property Contracts for  
331 Pennsylvania Avenue**  
Planning Department File No. 2025-003698MLS

**530 Jackson Street**  
Planning Department File No. 2025-003876MLS

**1035 Howard Street**  
Planning Department File No. 2025-003728MLS

Dear Ms. Calvillo,

On October 15, 2025, the San Francisco Historic Preservation Commission (hereinafter “Commission”) conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Mills Act Historical Property Contract Applications for 331 Pennsylvania Avenue, 530 Jackson Street, and 1035 Howard Street. At the hearing, the Commission unanimously voted to approve the proposed Resolutions.

The Resolutions recommend the Board of Supervisors approve the Mills Act Historical Property Contracts as each property is a historical resource and the proposed Rehabilitation and Maintenance plans are appropriate and conform to the Secretary of the Interior’s Standard for the Treatment of Historic Properties. Please refer to the attached exhibits for specific work to be completed for each property.

The Project Sponsors submitted the Mills Act applications on May 1, 202025. As detailed in the Mills Act application, the Project Sponsors have committed to Rehabilitation and Maintenance plans that will include both annual and cyclical scopes of work. The Mills Act Historical Property Contract will help the Project Sponsors mitigate expenditures and enable the Project Sponsors to maintain their historic properties in excellent condition in the future.

The Planning Department will administer an inspection program to monitor the provisions of the contract. This program will involve a yearly affidavit issued by the property owner verifying compliance with the approved Maintenance and Rehabilitation plans as well as a cyclical 5-year site inspection.

## 2025 Mills Act Historical Property Contracts

The Mills Act Historical Property Contract is time sensitive. Contracts must be recorded with the Assessor-Recorder by December 30, 2025 to become effective in 2026. **We respectfully request these items be introduced at the next available hearing date.** Your prompt attention to this matter is appreciated.

If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,



Aaron D. Starr  
Manager of Legislative Affairs

cc: Monique Crayton, Assistant Clerk, Government Audit & Oversight Committee  
Peter Miljanich, City Attorney's Office

### Attachments:

Mills Act Executive Summary, dated October 15, 2025  
Assessor Valuation Table

### 331 Pennsylvania Ave

Historic Preservation Commission Resolution No. 1492  
Draft Mills Act Historical Property Contract  
Draft Rehabilitation & Maintenance Plans  
Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Mills Act Application

### 530 Jackson Street

Historic Preservation Commission Resolution No. 1493  
Draft Mills Act Historical Property Contract  
Draft Rehabilitation & Maintenance Plans  
Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Mills Act Application

### 1035 Howard Street

Historic Preservation Commission Resolution No. 1494  
Draft Mills Act Historical Property Contract  
Draft Rehabilitation & Maintenance Plans  
Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Mills Act Application




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## MEMORANDUM

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Date: November 18, 2025

To: Planning Department/Planning Commission

From: Monique Crayton, Assistant Clerk, Government Audit and Oversight Committee

Subject: Board of Supervisors Legislation Referral - File No. 251128  
**Mills Act Historical Property Contract - 331 Pennsylvania Avenue**  
 Resolution approving a historical property contract between Nibello LLC, the owners of 331 Pennsylvania Avenue, and the City and County of San Francisco, under Administrative Code, Chapter 71; and authorizing the Planning Director and the Assessor-Recorder to execute and record the historical property contract.

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- California Environmental Quality Act (CEQA) Determination  
*(California Public Resources Code, Sections 21000 et seq.)*
  - Ordinance / Resolution
  - Ballot Measure
- Amendment to the Planning Code, including the following Findings:  
*(Planning Code, Section 302(b): 90 days for Planning Commission review)*
  - General Plan     Planning Code, Section 101.1     Planning Code, Section 302
- Amendment to the Administrative Code, involving Land Use/Planning  
*(Board Rule 3.23: 30 days for possible Planning Department review)*
- General Plan Referral for Non-Planning Code Amendments  
*(Charter, Section 4.105, and Administrative Code, Section 2A.53)*  
 (Required for legislation concerning the acquisition, vacation, sale, or change in use of City property; subdivision of land; construction, improvement, extension, widening, narrowing, removal, or relocation of public ways, transportation routes, ground, open space, buildings, or structures; plans for public housing and publicly-assisted private housing; redevelopment plans; development agreements; the annual capital expenditure plan and six-year capital improvement program; and any capital improvement project or long-term financing proposal such as general obligation or revenue bonds.)
- Historic Preservation Commission
  - Landmark *(Planning Code, Section 1004.3)*
  - Cultural Districts *(Charter, Section 4.135 & Board Rule 3.23)*
  - Mills Act Contract *(Government Code, Section 50280)*
  - Designation for Significant/Contributory Buildings *(Planning Code, Article 11)*

Please send the Planning Department/Commission recommendation/determination to Monique Crayton at [monique.crayton@sfgov.org](mailto:monique.crayton@sfgov.org).




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## MEMORANDUM

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Date: November 18, 2025  
 To: Planning Department/Planning Commission  
 From: Monique Crayton, Assistant Clerk, Government Audit and Oversight Committee  
 Subject: Board of Supervisors Legislation Referral - File No. 251128  
**Mills Act Historical Property Contract - 331 Pennsylvania Avenue**  
 Resolution approving a historical property contract between Nibello LLC, the owners of 331 Pennsylvania Avenue, and the City and County of San Francisco, under Administrative Code, Chapter 71; and authorizing the Planning Director and the Assessor-Recorder to execute and record the historical property contract.

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California Environmental Quality Act (CEQA) Determination (*California Public Resources Code, Sections 21000 et seq.*) Not defined as a project under CEQA Guidelines Sections 15378 and 15060(c)(2) because it would not result in a direct or indirect physical change in the environment. Physical projects would require separate environmental review.  
 11/25/2025 *Joy Navarrete*

Ordinance / Resolution

Ballot Measure

Amendment to the Planning Code, including the following Findings: (*Planning Code, Section 302(b): 90 days for Planning Commission review*) 11/25/2025 *Joy Navarrete*

General Plan     Planning Code, Section 101.1     Planning Code, Section 302

Amendment to the Administrative Code, involving Land Use/Planning (*Board Rule 3.23: 30 days for possible Planning Department review*)

General Plan Referral for Non-Planning Code Amendments (*Charter, Section 4.105, and Administrative Code, Section 2A.53*)  
 (Required for legislation concerning the acquisition, vacation, sale, or change in use of City property; subdivision of land; construction, improvement, extension, widening, narrowing, removal, or relocation of public ways, transportation routes, ground, open space, buildings, or structures; plans for public housing and publicly-assisted private housing; redevelopment plans; development agreements; the annual capital expenditure plan and six-year capital improvement program; and any capital improvement project or long-term financing proposal such as general obligation or revenue bonds.)

Historic Preservation Commission

Landmark (*Planning Code, Section 1004.3*)

Cultural Districts (*Charter, Section 4.135 & Board Rule 3.23*)

Mills Act Contract (*Government Code, Section 50280*)

Designation for Significant/Contributory Buildings (*Planning Code, Article 11*)

2025

# MILLS ACT HISTORICAL PROPERTY CONTRACTS



**Shannon Ferguson**

Senior Preservation Planner

December 4, 2025

Government Audit & Oversight Committee

# 331 PENNSYLVANIA AVE



National Register of Historic Places

# 530 JACKSON STREET



**Jackson Square Historic District**  
Article 10 of the Planning Code

# 1035 HOWARD STREET



**Category II – Significant Building**  
Article 11 of the Planning Code



THANK YOU

**Shannon Ferguson, Senior Preservation Planner**  
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